

THE TD AEROPLAN VISA INFINITE PRIVILEGE BENEFIT COVERAGES GUIDE

This document contains important and useful information about your embedded Insurance Benefits and Services for your TD® Aeroplan® Visa Infinite Privilege* Card. Please keep this document in a secure place for future reference. A copy of this document is also available online at td.com/agreements for future reference.

This document includes:

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TRAVEL MEDICAL INSURANCE

If You are 64 years of age or under: Coverage is provided for the first 31 consecutive days of Your Covered Trip. If You are 65 years of age or older: Coverage is provided for the first 4 consecutive days of Your Covered Trip. If the duration of Your trip will be longer than 31 days or 4 days, You can apply to extend Your coverage by contacting Our Administrator at 1-866-374-1129.

Coverage under this Certificate is provided by:

TD Life Insurance Company ("Insurer") P.O. Box 1, TD Centre, Toronto, ON M5K 1A2

Claims administration and adjudication services are provided by:

Global Excel Management Inc. ("Administrator")

73 Queen Street, Sherbrooke, QC J1M OC9 Phone: 1-866-374-1129 or +1-416-977-4425

IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL

We want You to understand (and it is in Your best interest to know) what Your coverage includes, what it excludes, and what is limited (payable but with limits). Please take time to read through Your Certificate before You travel. Italicized and capitalized terms are defined in Your Certificate.

- Travel insurance covers claims arising from sudden and unexpected situations (e.g., accidents and emergencies).
- To qualify for this insurance, You must meet all the eligibility requirements.
- This insurance contains limitations and exclusions (e.g., Medical Conditions that are not Stable, pregnancy, child born on trip, excessive use of alcohol, high-risk activities, etc.).
- This insurance may not cover claims related to Pre-Existing Medical Conditions whether disclosed
 or not.
- Contact Our Administrator at 1-866-374-1129 (toll-free) from Canada or the U.S., or +1-416-977-4425 (collect) from other countries before seeking *Treatment* or *Your* benefits may be limited or denied.
- In the event of a claim Your prior medical history may be reviewed.

IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. Please read Your Certificate for specific coverage, details, limitations and exclusions. If You have questions call 1-866-374-1129 or visit td.com/agreements



Section 1 - Summary of Benefits

<u>Benefits</u>

Maximum Benefit Payable

Medical Emergency Insurance

\$5,000,000 per Insured Person per Covered Trip

Section 2 - Introduction

Certificate of Insurance

This Certificate applies to the TD Aeroplan Visa Infinite Privilege Card, which will be referred to as a "TD Credit Card" throughout the Certificate. TD Life Insurance Company ("TD Life") provides the insurance for this Certificate under Group Policy No. TGV002 (the "Group Policy"). Our Administrator administers the insurance on behalf of TD Life, and provides medical and claims assistance, claims payment and administrative services under the Group Policy. This Certificate contains important information. Please read it carefully and take it with You on Your trip.

How to contact Us

- Prior to travel, contact Our Administrator: Call 1-866-374-1129 (toll-free) from 8 a.m. to 8 p.m. ET, Monday to Friday.
- When travelling and You require emergency health care or 24-Hour Emergency Assistance, contact Our Administrator: Call 1-866-374-1129 (toll-free) from Canada or the U.S., or +1-416-977-4425 (collect) from other countries.
- In a Medical Emergency, You must call Our Administrator immediately, or as soon as reasonably
 possible. If not, benefits will be limited as described in Section 6 "Limitations and Exclusions",
 under "Medical Emergency Treatment requires pre-approval of Our Administrator." Some
 expenses will only be covered if Our Administrator approves them in advance.

Section 3 - Eligibility

The **Primary Cardholder** is eligible to be insured under this Certificate if, throughout the Covered Trip, the Primary Cardholder:

- is a resident of Canada:
- is covered under a GHIP or a valid health care plan in Canada for members of the Canadian Armed Forces; and
- has an Account in Good Standing.

The **Primary Cardholder's Spouse** is eligible to be insured under this Certificate if, throughout the Covered Trip:

- the Primary Cardholder is eligible to be insured under this Certificate as described above, even if the Primary Cardholder is not travelling; and
- the Spouse:
 - is a resident of Canada;
 - is covered under a GHIP or a valid health care plan in Canada for members of the Canadian Armed Forces; and
 - continues to meet the definition of Spouse of the Primary Cardholder.

The **Primary Cardholder's Dependent Child** is eligible to be insured under this Certificate whether or not the *Primary Cardholder* or the *Primary Cardholder's Spouse* travels with them if, throughout the Covered Trip:

- the Primary Cardholder is eligible to be insured under this Certificate as described above, even if the Primary Cardholder is not travelling; and
- the Dependent Child:
 - is a resident of Canada;
 - is covered under a GHIP or a valid health care plan in Canada for members of the Canadian Armed Forces; and
 - continues to meet the definition of Dependent Child.

Exclusion: If a Dependent Child is born while the child's mother is outside of her province or territory of residence, the Dependent Child will not be eligible to be insured with respect to that trip.

An **Additional Cardholder** is eligible to be insured under this Certificate if, throughout the Covered Trip:

- the Primary Cardholder is eligible to be insured under this Certificate as described above, even if the Primary Cardholder is not travelling; and
- the Additional Cardholder:
 - is a resident of Canada:
 - is covered under a *GHIP* or a valid health care plan in Canada for members of the Canadian Armed Forces; and
 - continues to meet the definition of Additional Cardholder.

Note: The Spouse and children of an Additional Cardholder are not eligible for coverage under this Certificate unless they meet other eligibility requirements set out above (e.g., if the child of an Additional Cardholder is also the Dependent Child of the Primary Cardholder).

Coverage after the Maximum Number of Covered Days:

- This Certificate does not offer any coverage after the end of the Maximum Number of Covered Days.
- If an Insured Person 64 years of age and under is planning a trip that will last more than 31 days, or an Insured Person 65 years of age or older is planning a trip that will last more than 4 days, the Insured Person may want to purchase separate insurance for the number of days that the trip will exceed the Maximum Number of Covered Days.
- Coverage may be available under a different TD Life group policy. Different terms and conditions
 will apply and, depending on the *Insured Person*'s age and the length of their trip, the *Insured Person* may be required to provide information about their health. Call *Our Administrator* at
 1-866-374-1129 prior to *Your Departure Date* for more information or if *You* would like to obtain a
 quote.

Section 4 - Definitions

In this Certificate, the following words and phrases capitalized and italicized have the meanings shown below. As You read through the Certificate, You may need to refer to this Section to ensure You have a full understanding of Your coverage, limitations and exclusions.

Account means the *Primary Cardholder*'s TD Credit Card Account that the *Bank* maintains.

Additional Cardholder means a person to whom a TD Credit Card has been issued at the authorization of the *Primary Cardholder*.

Bank means The Toronto-Dominion Bank.

Certificate means this Certificate of Insurance.

Coverage Period means the time between when the eligible *Insured Person* departs on a *Covered Trip* and the return date up to the *Maximum Number of Covered Days*. Please see Section **7** – "How to Become Insured or Extend Coverage" of the Certificate for full details.

Covered Trip means a trip:

- made by an *Insured Person* outside the *Insured Person*'s province or territory of residence:
- that does not exceed the Maximum Number of Covered Days, including the Departure Date; and
- that does not extend to or past:
 - the date the Insured Person no longer meets the eligibility requirements; or
 - the date coverage terminates.

Note: In the event of a claim, the *Insured Person* will be required to submit proof of the departure. Only a *Medical Emergency* occurring during a *Covered Trip* will be eligible for consideration. Note that the day of departure counts as a full day for this purpose.

Exclusions:

- A Covered Trip does not include any trip for the purpose of commuting to or from an Insured Person's usual place of employment.
- Coverage is only provided under the Group Policy if the Medical Emergency occurs within the Maximum Number of Covered Days that the Insured Person is first away from their province or territory of residence. Note that the day of departure counts as a full day for this purpose.

Note: If the *Insured Person*'s trip exceeds the *Maximum Number of Covered Days*, the *Insured Person* may want to purchase separate insurance under a different TD Life group policy for the number of days that the trip will exceed the *Maximum Number of Covered Days*.

Different terms and conditions will apply and, depending on the *Insured Person*'s age and the length of their trip, the *Insured Person* may be required to provide information about their health. Call *Our Administrator* at **1-866-374-1129** prior to *Your Departure Date* for more information or if *You* would like to obtain a quote.

Departure Date means the date the *Insured Person* left their home province/territory of residence.

Dependent Children mean Your natural, adopted, or stepchildren who are:

- unmarried;
- dependent on You for financial maintenance and support; and
 - under 22 years of age; or
 - under 26 years of age and attending an institution of higher learning, full time, in Canada; or
- mentally or physically handicapped.

Dollars and \$ mean Canadian dollars.



Eligible Medical Emergency Expenses are defined in Section 5 – "Description of Insurance Coverage". Government Health Insurance Plan (GHIP) means a Canadian provincial or territorial government health insurance plan.

Good Standing means an Account is in Good Standing if:

- the Primary Cardholder has applied for the Account;
- the Bank has approved and opened the Account;
- the Primary Cardholder has not advised the Bank to close the Account; and
- the Bank has not suspended or revoked credit privileges or otherwise closed the Account.

Hospital means:

- an institution that is licensed as an accredited hospital that is staffed and operated for the care
 and *Treatment* of in-patient and outpatients. *Treatments* must be supervised by *Physicians* and
 there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities
 must also exist on the premises or in facilities controlled by the establishment;
- a Hospital is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

Hospitalized or Hospitalization means confined as an in-patient in a Hospital.

Immediate Family Member means an Insured Person's:

- Spouse, parents, stepparent, grandparents, natural or adopted children, stepchildren or legal ward, grandchildren, brothers, sisters, stepbrothers, stepsisters, aunts, uncles, nieces, nephews; and
- · mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law; and
- the Insured Person's Spouse's grandparents, brothers-in-law and sisters-in-law.

Insured Person means a person who is eligible to be insured under this *Certificate* described in Section **3** – "Eligibility".

Maximum Number of Covered Days means the first 31 consecutive days for *Insured Persons* 64 years of age and under, and the first 4 consecutive days for *Insured Persons* 65 years of age or older. The *Departure Date* counts as 1 full day for this purpose. Age will be measured as of the *Departure Date* for this purpose.

Medical Condition means any disease, illness, or injury (including symptoms of undiagnosed conditions; complication of pregnancy within the first 31 weeks of pregnancy; a mental or emotional disorder, including acute psychosis that requires admission to a *Hospital*).

Medical Emergency means a sudden and unforeseen *Medical Condition* that occurs during the Covered *Trip* and requires immediate *Treatment*. A *Medical Emergency* no longer exists when the evidence reviewed by *Our Administrator* indicates that no further *Treatment* is required at destination or You are able to return to Your province/territory of residence for further *Treatment*.

Mountaineering means the ascent or descent of a mountain requiring the use of specialized equipment, including crampons, pick-axes, anchors, bolts, carabiners or lead-rope or top-rope anchoring equipment.

Physician means a person who is not You or Your Immediate Family Member or Your Travelling Companion, licensed in the jurisdiction where the services are provided, to prescribe and administer medical treatment.

Pre-Existing Medical Condition means any *Medical Condition* that exists in the *Pre-existing Medical Condition Period.*

Pre-Existing Medical Condition Period with respect to any benefit under this Certificate is as follows:

- Insured Persons 64 years of age and under 90 days immediately before the beginning of the Coverage Period; and
- Insured Persons 65 years of age or older 180 days immediately before the beginning of the Coverage Period.

Primary Cardholder means a person who applied for a TD Credit Card, whose name is on the Account and to whom a TD Credit Card has been issued. A *Primary Cardholder* does not include an Additional Cardholder.

Spouse means:

- the person who the *Insured Person* is legally married to; or
- the person the Insured Person has lived with for at least 1 continuous year in the same household and publicly refers to as their partner.

Stable: a Medical Condition, is considered Stable when all of the following statements are true:

1. There has not been any new *Treatment* prescribed or recommended, or change(s) to existing *Treatment* (including a stoppage in *Treatment*); and

- there has not been any change to any existing prescribed drug (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new Prescription Drug; and
- 3. the Medical Condition has not become worse; and
- 4. there has not been any new, more frequent or more severe symptoms; and
- 5. there has been no Hospitalization or referral to a specialist; and
- 6. there have not been any tests, investigation or *Treatment* recommended, but not yet complete, nor any outstanding test results; and
- 7. there is no planned or pending *Treatment*.

All of the above conditions must be met for a Medical Condition to be considered Stable.

Note: The following exceptions are considered Stable:

- the routine adjustment of Coumadin, warfarin or insulin (as long as they are not newly
 prescribed or stopped) and there has been no change in Your Medical Condition; or
- a change from a brand name medication to a generic brand medication of the same dosage.

Travelling Companion means any person who travels with *You* during the *Covered Trip* and who is sharing transportation and/or accommodation with *You*.

Exceptions: No more than 3 individuals (including You) will be considered travel companions on any one trip.

Treated or **Treatment** means a procedure prescribed, performed or recommended by a *Physician* or other authorized health care professional for a *Medical Condition*. This includes but is not limited to prescribed medication, investigative testing or surgery.

Usual, Customary and Reasonable Charges mean charges that do not exceed the general level of charges made by other providers of similar standing in the geographical area where charges are incurred for comparable *Treatment*, services or supplies for a similar *Medical Emergency*.

We. Us and Our mean TD Life Insurance Company.

You and Your mean the Primary Cardholder.

Section 5 - Description of Insurance Coverage

Travel Medical Emergency Coverage

Travel Medical Emergency coverage provides benefits to travellers in emergency medical situations outside of Your province/territory of residence. We will pay a Medical Emergency Benefit if an Insured Person suffers a Medical Emergency during the Coverage Period on a Covered Trip.

Medical Emergency Benefit means, subject to the maximum benefit payable of up to \$5,000,000 or the benefit amount payable described below (whichever is lower), the *Usual, Customary and Reasonable Charges* for *Eligible Medical Emergency Expenses*, less all amounts payable or reimbursable under a *GHIP* or any group or individual health plans or insurance policies.

Eligible Medical Emergency Expenses mean:

- 1. **Hospital benefit**: Attendance at a *Hospital* for *Treatment* as an inpatient, outpatient, and emergency basis, when approved in advance by *Our Administrator*.
- 2. **Physicians' bills**: Fees charged by a *Physician*, when required as part of *Treatment* for a *Medical Emergency* and approved in advance by *Our Administrator*.
- 3. **Private duty nursing**: Up to \$5,000 for services performed and deemed necessary by a registered nurse; including medically necessary nursing supplies.
- 4. Diagnostic services:
 - Charges for diagnostic tests, laboratory tests and X-rays, which are:
 - prescribed by the treating *Physician*; and
 - approved in advance by Our Administrator if the tests involve:
 - magnetic resonance imaging (MRI):
 - computerized axial tomography (CAT) scans;
 - sonograms;
 - ultrasounds; or
 - anv invasive diagnostic procedures including angioplasty.

Ambulance:

charges for emergency ambulance service to the nearest approved Hospital.

6. Air Ambulance:

- · charges for emergency air ambulance only if:
 - Our Administrator determines that the Insured Person's physical condition precludes the use
 of any other means of transportation; and
 - Our Administrator makes the determination before the service is provided; and
 - Our Administrator pre-approves this service; and



• Our Administrator arranges this service.

7. Prescription Drugs:

 reimbursement of prescription drugs prescribed during the Covered Trip and required as part of emergency Treatment.

Exclusion: Vitamins and patent, proprietary and experimental drugs are excluded.

- 8. Accidental Dental: Up to \$2,000 for dental Treatment that is:
 - required during the Coverage Period; and
 - necessary because of a blow to natural or permanently installed teeth, which results from an
 accident causing a Medical Emergency.
- 9. **Emergency relief of dental pain**: *Treatment* for emergency relief of dental pain is covered up to a maximum of \$200.
- Medical Appliances: cost of casts, crutches, trusses, braces, slings, splints, medical walking boots and/or the rental cost of a wheelchair or walker if:
 - · prescribed by a Physician; and
 - required as a result of a Medical Emergency.
- 11. Emergency return home: The cost for a one-way economy fare and, if required to accommodate a stretcher, a second one-way economy fare if:
 - as a result of a Medical Emergency, Our Administrator determines that an Insured Person should return to Canada for medical reasons; and
 - Our Administrator approves the transportation in advance.
- 12. Transportation to Bedside: if an Insured Person is Hospitalized and is expected to remain Hospitalized for at least 3 consecutive days, the cost of one round-trip economy airfare from Your Bedside Companion's province or territory of residence, if it is:
 - for the Insured Person's Spouse, parent, child, brother or sister; and
 - approved in advance by Our Administrator.

13. Bedside Companion Benefit

- up to \$150 per day, to a maximum of \$1,500, for food and accommodation for a person if:
 - Our Administrator has approved transportation for the person under either a Transportation to Bedside benefit or a Travelling Companion Benefit; and
 - Our Administrator has approved the Bedside Companion Benefit in advance.

14. Travelling Companion Benefit

- The cost of a single one-way economy airfare if:
 - an Insured Person suffers a covered Medical Emergency; and
 - as a result, a Travelling Companion stays beyond their scheduled return date; and
 - Our Administrator approves, in advance, the cost of a one-way economy airfare back to the Travelling Companion's place of departure.

15. Meals and accommodation

- Up to \$350 per day to a maximum of \$3,500, for Your:
 - · commercial accommodations and meals; and
 - · essential telephone calls and internet usage fees; and
 - taxi fares (or rental car in lieu of taxi fares).
- If, upon a Physician's discretion, You, or Your Travelling Companion, are relocated to receive medical attention for a Medical Emergency covered under this insurance; or
- You are delayed beyond Your return date in order to receive Medical Emergency Treatment; or
- Your Travelling Companion requires Medical Emergency Treatment for any Medical Condition covered under this insurance.

Note: Subject to pre-authorization from Our Administrator.

16. Incidental Hospital Expenses

Up to \$50 per day to a maximum of \$500, for the *Insured Person's* incidental *Hospital* expenses (telephone calls, television rental, parking), while the *Insured Person* is *Hospitalized* for at least 48 hours.

- 17. **Vehicle Return**: up to \$1,000 towards the cost of returning an *Insured Person*'s vehicle to their home or the nearest appropriate vehicle rental agency if:
 - the Insured Person is unable to return the vehicle because of a Medical Emergency; and
 - Our Administrator arranges for the return of the vehicle.

18. Return of Deceased

- up to \$5,000 towards the cost of preparation and transportation home of a deceased Insured Person if death results from a covered Medical Emergency; or
- one round-trip economy airfare, if:
 - an Immediate Family Member is required to identify or obtain release of the deceased; and
 - Our Administrator approves the transportation in advance.

Note: The cost of a burial casket or urn is not covered. The cost of funeral expenses at home province or territory is also not covered.

19. Baggage Return

If an Insured Person returns to their province or territory of residence by air ambulance because
of their Medical Emergency, this insurance covers the cost to return the Insured Person's
baggage up to an overall maximum of \$500 per Covered Trip.

What to do in a Medical Emergency

In a Medical Emergency, You or someone on your behalf must call Our Administrator immediately, or as soon as reasonably possible. If not, benefits will be limited as described below in Section 6 – "Limitations and Exclusions", under "Failure to Report". Some expenses will only be covered if Our Administrator approves them in advance.

You can get help 24 hours a day, 7 days a week by contacting Our Administrator: Call **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries.

Our Administrator will verify whether coverage is in effect and, if so, will direct You to the nearest appropriate medical facility. Our Administrator will arrange for direct payment to the medical services provider wherever possible. If a direct payment cannot be arranged, You may be asked to pay for services and then submit a claim for reimbursement of eligible expenses.

NOTE: All payments and payment guarantees are subject to the terms, conditions, limitations and exclusions of this *Certificate*.

Section 6 - Limitations and Exclusions

Limitations and exclusions that apply to a particular benefit are found above, in the description of those benefits. In addition, for all benefits, this *Certificate* does not cover any *Treatment*, services, or expenses of any kind caused directly or indirectly as a result of the following:

1. Pre-Existing Medical Condition

There is no coverage and no benefit will be paid for any *Pre-Existing Medical Condition* that was not *Stable* during the *Pre-Existing Medical Condition Period* immediately preceding the beginning of the *Coverage Period*.

- Pre-Existing Medical Condition Period:
 - For Insured Persons 64 years of age and under 90 days immediately before the beginning of the Coverage Period; and
 - For Insured Persons 65 years of age or older 180 days immediately before the beginning of the Coverage Period.

2. Failure to report

- A Medical Emergency must be reported by You to Our Administrator within 48 hours of admission
 to a Hospital, or as soon as reasonably possible. If it is medically impossible for You to call, We
 ask that You have someone call Our Administrator on Your behalf within 48 hours of admission to
 a Hospital, or as soon as reasonably possible.
- If the Medical Emergency is not reported as required, the maximum benefit payable with respect
 to the Medical Emergency will be 80% of the Eligible Medical Emergency Expenses, to a limit of
 \$30,000.

3. Failure to obtain advance approval

- Where an Eligible Medical Emergency Expense specifies that it must be approved in advance by Our Administrator, if advance approval is not obtained, no benefit will be payable for that expense.
- No benefit will be paid with respect to any surgery or invasive procedure that has not been
 approved in advance by Our Administrator, except in extreme circumstances where a request for
 prior approval would delay necessary surgery in a life-threatening medical crisis.
- 4. Treatment once fit to transfer to another facility or return to Your home province or territory If Our Administrator determines that You should transfer to another facility or return to Your home province/territory of residence for Treatment, and You choose not to, benefits will not be paid for further medical Treatment.

Ongoing Medical Emergency Treatment requires pre-approval (Investigations, Treatment and surgery)

After Your Medical Emergency Treatment has started, Our Administrator must assess and pre-approve additional medical Treatment. If You undergo tests as part of a medical investigation, Treatment or surgery, obtain Treatment or undergo surgery that is not pre-approved, Your claim will not be paid. This includes but not limited to invasive testing, surgery, cardiac catheterization, other cardiac procedures, transplant, and MRI.

6. Non-Emergency Services

We will not pay a benefit with respect to non-Medical Emergency, experimental or elective Treatment, including:

 cosmetic surgery, chronic care, rehabilitation including any expenses for directly or indirectly related complications; · placement of new crowns, bridges, dentures.

7. Recurrence or ongoing Treatment once Medical Emergency has ended

- We will not pay a benefit with respect to the continued Treatment, recurrence or complication
 of a Medical Condition or related condition, following Treatment during Your trip, if Our
 Administrator determines that Your Medical Emergency has ended.
- We will not pay a benefit with respect to the continued Treatment, recurrence or complication of a Medical Condition or related condition where Treatment was received without notification to Our Administrator and Your Medical Emergency has ended.
- 8. Failure to meet the requirement to be covered by a GHIP or Canadian Armed Forces health care plan We will not pay a benefit if You are not covered under the GHIP of Your province or territory of residence prior to and for the entire duration of the trip. It is Your responsibility to check that You do have this coverage. There is no coverage if You do not have a valid GHIP. Members of the Canadian Armed Forces must have a valid health care plan in Canada prior to and for the entire duration of the Covered Trip.

9. Travelling for the purpose of obtaining Treatment

 We will not pay a benefit if a trip is made for the purpose of obtaining a diagnosis, medical Treatment, surgery, investigation, palliative care, or any alternative therapy, as well as any directly or indirectly related complication.

10. Travelling when Treatment could be expected

- We will not pay a benefit if any Medical Condition or symptoms for which it is reasonable to believe or expect that Treatment or Hospitalization will be required during Your trip.
- We will not pay a benefit if any evident symptoms that would be reasonable to expect You to investigate in the 3 months prior to Your Departure Date on a Covered Trip.

11. Medical Emergency occurring outside the Coverage Period

We will not pay a benefit if a Medical Emergency that occurs before the Coverage Period begins or after it ends:

- For an Insured Person 64 years of age and under, this means, for example, that no benefit will be
 paid with respect to any Medical Emergency if an Insured Person's Medical Emergency occurs
 after the first 31 days following an Insured Person's Departure Date from their province or territory
 of residence.
- For an Insured Person 65 years of age or older, this means, for example, that no benefit will be
 paid with respect to any Medical Emergency if an Insured Person's Medical Emergency occurs
 after the first 4 days following an Insured Person's Departure Date from their province or territory
 of residence.

For clarity, no benefit will be paid with respect to a *Medical Emergency* that occurs after 11:59 p.m. ET on the last day of the *Coverage Period*, if *You* have not purchased top-up coverage. Note: The day of departure counts as a full day for this purpose.

12. General

As noted above, the benefits payable under the Group Policy will be the actual cost of the covered expense less:

- the amount reimbursable under GHIP; and
- the amount reimbursable through any other insurance or health plan coverage.

13. No benefit will be payable in connection with *Treatment*, services or expenses related to or resulting from:

- a) Misrepresentation
 - Any Medical Condition for which You or an Insured Person provided Our Administrator or Us with false or inaccurate information regarding Hospitalizations, Treatment or medications.
- b) Claims related to expectant mother's complications of pregnancy, or delivery
 - · claim related to routine pre-natal or post-natal care; or
 - claim related to pregnancy, delivery or complications of either, arising 9 weeks before the
 expected date of delivery or any time after delivery; or
 - child born during the Covered Trip.
- c) Intentionally self-inflicted injuries
 - intentionally self-inflicted injuries, suicide or attempted suicide, (whether or not the Insured Person is aware of the result of their actions), regardless of the Insured Person's state of mind.
- d) Non-compliance with prescribed Treatment
 - any Medical Condition that is the result of You not following medical Treatment as prescribed to You, including prescribed or over-the-counter medication.
- e) Abuse of alcohol, drugs or intoxicants
 - Any Medical Condition, including symptoms of withdrawal, arising from, or in any way related
 to, Your chronic use of alcohol, drugs or other intoxicants whether prior to or during Your trip.
 - · Any Medical Condition arising during Your trip from, or in any way related to, the abuse of

alcohol, drugs or other intoxicants.

- f) Illegal Act
 - Claim that results from or is related to Your involvement in the commission or attempted commission of a criminal offence or illegal act in the country where the claim was incurred, including driving while impaired or over the legal limit.
- g) Professional Sports or Racing
 - participation in professional sports or any organized racing or speed contests.
- h) War or civil unrest
 - · an act of war, whether declared or undeclared; or
 - · hostile or warlike action in time of peace or war; or
 - · willing participation in a war, riot or civil unrest; or
 - · rebellion; or
 - · revolution; or
 - · insurrection; or
 - any service in the armed forces while on duty.
- i) Commuting
 - any trip that is primarily for the purpose of commuting to or from the *Insured Person*'s usual place of employment.
- i) Sports and High-Risk Activities
 - · accident that occurs while You are participating in:
 - any sporting activity for which You are paid;
 - any sporting event for which the winners are awarded cash prizes;
 - any extreme sport or activity involving a high level of risk, such as those indicated below, but not limited to:
 - parasailing, hang-gliding and paragliding;
 - parachuting and sky diving;
 - bungee jumping;
 - Mountaineering;
 - cave exploration;
 - scuba diving, outside the limits of Your certification;
 - any airborne activity in any aircraft other than a passenger aircraft that holds a valid certificate of airworthiness;
 - any competition, motorized speed event or other high-risk activity on land, water or air, including training activities, whether on approved tracks or elsewhere.
- k) Travel Advisory
 - where an official travel advisory was issued by the Canadian government stating, "Avoid all non-essential travel" or "Avoid all travel" regarding the country, region or city of Your destination, before Your Departure Date; or
 - if the travel advisory or formal notice stating "Avoid all non-essential travel" or "Avoid all travel" is issued after *Your Departure Date*, *Your* coverage under this policy in that specific country, region or area will be limited to a period that is reasonably necessary for *You* to safely evacuate the country, region or area.

To view the travel advisories, visit the Government of Canada Travel site.

This exclusion does not apply to claims for a Medical Emergency or a Medical Condition unrelated to the travel advisory.

14. Travel against medical advice

• any claim incurred after a *Physician* advised *You* not to travel.

15. Coverage and/or payment benefit prohibited by law

this coverage shall be null and void and no benefit will be payable where the coverage and/or
payment of the benefit is prohibited by Canadian law or by any other applicable national
economic or trade sanctions law or regulation.

16. Family Members of an Additional Cardholder

 No benefit will be payable with respect to a person merely because that person is the Spouse or a Dependent Child of an Additional Cardholder, unless that person is otherwise eligible for insurance under this Certificate.

Section 7 - How to Become Insured or Extend Coverage

How to Become Insured

You will have coverage if You meet the Eligibility Requirements for insurance described under Section **3** - "Eligibility".

When does Coverage Start and End

When Your Coverage Period Starts:

The Coverage Period begins on the Insured Person's Departure Date for their Covered Trip.

Note: If the Insured Person's trip is longer than the Maximum Number of Covered Days (31 consecutive days for Insured Persons 64 years of age and under, and 4 consecutive days for Insured Persons 65 years of age or older), then only a Medical Emergency occurring within the first Maximum Number of Covered Days following the departure from the Insured Person's province or territory of residence will be eligible for coverage. The day of departure counts as a full day for this purpose.

When Your Coverage Period Ends:

Your Coverage Period ends on the earliest of the following:

- the date the Insured Person returns to their province/territory of residence from the Covered Trip; or
- the end of the Maximum Number of Covered Days for that Insured Person (except as described in the Automatic Extension of Coverage section); or
- the date the Group Policy terminates.

When Your Coverage Terminates:

Coverage for the *Primary Cardholder* under this *Certificate* will terminate on the earliest of the following dates:

- the date the Account is cancelled, closed or otherwise ceases to be in Good Standing;
- the date You cease to be eligible for coverage; or
- · the date the Group Policy terminates.

Coverage for an *Insured Person* other than the *Primary Cardholder* under this *Certificate* will terminate on the earliest of the following dates:

- the date coverage terminates for the Primary Cardholder; or
- the date the Insured Person ceases to be eligible for coverage.

No benefits will be paid under this Certificate for losses incurred after coverage has terminated.

Automatic Extension of Coverage

If an Insured Person is suffering from a Medical Emergency at the end of the Maximum Number of Covered Days for that Insured Person (the "Termination Date"), then the Coverage Period is automatically extended to 72 hours following the end of the Medical Emergency:

- for that Insured Person: and
- for any other Insured Person if:
 - Our Administrator has approved a Travelling Companion Benefit for that other Insured Person;
 and
 - that other Insured Person was insured under this Certificate with respect to the Covered Trip at the Termination Date.

However, under no circumstances will coverage continue after termination of the Group Policy or the Account.

How to Top Up the Coverage Period

You can apply to top up the Coverage Period by contacting Our Administrator.

Coverage may be available under a different TD Life group policy. Different terms and conditions will apply and, depending on the *Insured Person*'s age and the length of their trip, the *Insured Person* may be required to provide information about their health. Call *Our Administrator* at **1-866-374-1129** prior to *Your Departure Date* for more information or if *You* would like to obtain a quote.

Section 8 - How to Submit a Claim

Who to Contact to Submit a Claim:

A Medical Emergency should always be reported immediately, or benefits will be limited. You can get help 24 hours a day, 7 days a week by contacting Our Administrator at **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries.

Complete the Required Form

- a) Request the Form: To request a claim form, call *Our Administrator* at **1-866-374-1129** (toll-free) from 8 a.m. to 8 p.m. ET, Monday to Friday.
- b) Time limit from date of event: If You are making a claim, You must send Our Administrator the appropriate claim forms, together with written proof of loss (e.g., original invoices and tickets, medical and/or death certificates) as soon as possible. In every case, You must submit Your completed claim form with required documentation within 1 year from the date of the accident or the date the claim arises. Failure to provide the applicable documentation may invalidate Your claim.

Provide the Information Requested

To make a Medical Emergency claim, as part of the requirements above, under "Time limit from date of event," We will need documentation to substantiate the claim, including but not limited to the following:

· completed claim form; and

- proof of payment by You and by any other benefit plan; and
- · the original itemized receipts for all bills and invoices; and
- · proof of travel (including departure and return dates); and
- medical records, including complete diagnosis by the attending Physician or documentation by the Hospital, which must support that the Treatment was medically necessary; and
- proof of the accident if You are submitting a claim for dental expenses resulting from a Medical Emergency; and
- · Your historical medical records (if We determine applicable).

If You Do Not Report the Claim Immediately

In a Medical Emergency, You must call Our Administrator immediately, or as soon as is reasonably possible. If not, benefits will be limited as described in Section 6 – "Limitations and Exclusions". If an Insured Person incurs Eligible Medical Emergency expenses without first contacting Our Administrator for assistance and claim management, they must first submit receipts and other proof to:

- · GHIP: and
- then to any group or individual health plan(s) and/or insurer(s).

Eligible Medical Emergency expenses not covered by a GHIP or other plan or insurance must be submitted to Our Administrator with proof of claim, receipts and payment statements.

The Insured Person must also provide proof of the actual Departure Date from their province or territory of residence.

What Claimant Can Expect from Insurer

Once We have approved the claim, We will notify You and payment will be after receipt of the required claim forms, documentation and written proof of loss. If the claim has been denied, We will inform You of the claim denial reasons after receipt of the required claim forms and written proof of loss.

If You Report the Claim Immediately

If Our Administrator guarantees or pays eligible expenses on behalf of an Insured Person, then You and, if applicable, the Insured Person must sign an authorization form allowing Our Administrator to recover those expenses:

- from the Insured Person's GHIP: and
- · from any health plan or other insurance; and
- through rights You may have against other insurers or other parties (see Section 10 "General Conditions", under "Right of Subrogation").

If Our Administrator pays eligible expenses that are covered under other insurance or another plan, You, and if applicable, the Insured Person must help Our Administrator to seek reimbursement as required. The Insured Person must also provide evidence of the actual Departure Date from their province or territory of residence. If requested, an Insured Person must confirm any return dates to their province or territory of residence, including any return dates related to an interruption in a Covered Trip.

Note: If Our Administrator makes an advance payment for expenses that are later discovered to be ineligible under this Certificate, the Insured Person must reimburse Us.

Section 9 - How To Contact Our Administrator

1. 24-Hour Emergency Assistance Number

To report a Medical Emergency or apply for a top-up or extension for a Covered Trip, contact Our Administrator, 24 hours a day, 7 days a week, at **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries.

2. Customer Service

Re: TD Travel Insurance c/o Global Excel Management Inc.

73 Queen Street, Sherbrooke, Quebec J1M 0C9

Fax: +1-819-569-2814

To request a claim form or for claims support, call *Our Administrator* at **1-866-374-1129** (toll-free) from 8 a.m. to 8 p.m. ET, Monday to Friday.

Section 10 - General Conditions

Unless this *Certificate* or the Group Policy states otherwise, the following conditions apply to *Your* coverage:

Access to Medical Care

We and/or Our Administrator will assist You to access care whenever possible, however will not be responsible for the availability, quality or results of any medical *Treatment* or transport, or for the failure of any *Insured Person* to obtain medical *Treatment*.

Benefit Payments

This Certificate contains provisions removing or restricting the right of the Insured Person to designate



persons to whom or for whose benefit money is to be payable. This means that under the Group Policy, neither You nor any *Insured Person* has the right to choose a beneficiary who will receive any benefits payable under this *Certificate*. Benefits are payable to You or, on Your behalf, to Your medical service provider.

Coordination of Benefits with other insurance

- All of Our coverages are excess insurance, meaning that any other sources of recovery You have
 will pay first, and this insurance coverage will be the last to pay. The total benefits payable under
 all Your insurance, including this Certificate, cannot be more than the actual expenses for a
 claim. If an Insured Person is also insured under any other insurance certificate or policy, We will
 coordinate payment of benefits with the other insurer.
- In no case will We seek to recover against employment-related plans if the lifetime maximum
 for all in-country and out-of-country benefits is \$50,000 or less. If the lifetime maximum for all
 in-country and out-of-country benefits is over \$50,000, We will coordinate benefits only above
 this amount.

Currency

All amounts are shown in Canadian currency.

False Claim

If You or an Insured Person make a claim knowing it to be false or fraudulent in any respect, neither You nor the Insured Person will be entitled to the benefits of this coverage, nor to the payment of any claim under the Group Policy.

Group Policy

All benefits under this *Certificate* are subject in every respect to the *Group Policy*, which alone constitutes the agreement under which benefits will be provided. The principal provisions of the *Group Policy* affecting *Insured Persons* are summarized in this *Certificate*. The *Group Policy* is on file at the office of the Policyholder and upon request, *You* are entitled to receive and examine a copy of the *Group Policy*.

Legal Action Limitation Period

Every action or proceeding against the Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta or British Columbia), The *Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act*, 2002 (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

Proof of Loss

The appropriate claims forms together with written proof of loss must be furnished as soon as reasonably possible, but in all events within 1 year from the date on which the loss occurred.

Relationship between Us and the Group Policyholder

TD Life Insurance Company is affiliated with The Toronto-Dominion Bank ("TD Bank").

Review and Medical Examination

When a claim is being processed, We will have the right and the opportunity, at Our own expense, to review all medical records related to the claim and to examine the Insured Person medically when and as often as may be reasonably required.

Right of Subrogation

There may be circumstances where another person or entity should have paid You for a loss but instead We paid You for the loss. If this occurs, You agree to cooperate with Us so We may demand payment from the person or entity who should have paid You for the loss. This may include:

- transferring to Us the debt or obligation owing to You from the other person or entity;
- permitting *Us* to bring a lawsuit in *Your* name;
- if You receive funds from the other person or entity, You will hold it in trust for Us;
- acting so as not to prejudice any of Our rights to collect payment from the other person or entity.

We will pay the costs for the actions We take.

TRIP CANCELLATION / TRIP INTERRUPTION INSURANCE

Coverage under this Certificate is provided by:

TD Life Insurance Company and TD Home and Auto Insurance Company ("Insurer")
P.O. Box 1, TD Centre, Toronto, ON M5K 1A2

Claims administration and adjudication services are provided by:

Global Excel Management Inc. ("Administrator")

73 Queen Street, Sherbrooke, QC J1M OC9 Phone: 1-866-374-1129 or +1-416-977-4425

This Certificate contains a clause which may limit the amount payable.

IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL

We want You to understand (and it is in Your best interest to know) what Your coverage includes, what it excludes, and what is limited (payable but with limits). Please take time to read through Your Certificate before You travel. Italicized and capitalized terms are defined in Your Certificate.

- Travel insurance covers claims arising from sudden and unexpected situations (e.g., accidents and emergencies).
- To qualify for this insurance, You must meet all the eligibility requirements.
- This insurance contains limitations and exclusions (e.g., *Medical Conditions* that are not *Stable*, pregnancy, child born on trip, excessive use of alcohol, high-risk activities, etc.).
- This insurance may not cover claims related to Pre-Existing Medical Conditions whether disclosed or not
- Contact Our Administrator at 1-866-374-1129 (toll-free) from Canada or the U.S., or +1-416-977-4425 (collect) from other countries before You need to cancel or interrupt Your Covered Trip or Your benefits may be limited or denied.
- In the event of a claim Your prior medical history may be reviewed.

IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. Please read Your Certificate for specific coverage, details, limitations and exclusions.

Section 1 - Introduction

Certificate of Insurance

Claims administration and adjudication services are provided by Global Excel Management Inc. This Certificate applies to the TD Aeroplan Visa Infinite Privilege Card, which will be referred to as a "TD Credit Card" throughout the Certificate. TD Life Insurance Company ("TD Life") provides the insurance for the Medical Covered Causes for Cancellation and the Medical Covered Causes for Interruption under this Certificate under Group Policy No. TGV003.

TD Home and Auto Insurance Company ("TDH&A") provides the insurance for the Non-Medical Covered Causes for Cancellation and the Non-Medical Covered Causes for Interruption under this Certificate under Group Policy TGV006. Together, these policies are referred to as the "Group Policies". This Certificate contains important information. Please read it carefully and take it with You on Your trip.

Section 2 - Summary of Benefits

<u>Benefits</u>	Maximum Benefit Payable
Trip Cancellation Insurance	\$2,500 per Insured Person per Covered Trip
	\$5,000 total per Covered Trip for all Insured Persons on the same Covered Trip
Trip Interruption Insurance	\$5,000 per Insured Person per Covered Trip
	\$25,000 total per Covered Trip for all Insured Persons on the same Covered Trip

Note: If the value of an *Insured Person's Covered Trip* exceeds the amounts listed above, *You* may wish to speak to our travel agent or other travel supplier for excess coverage.

If You need to cancel or interrupt a trip: If a Covered Cause for Cancellation or Interruption occurs, You or, if applicable, an *Insured Person*, must call the *Administrator*.

Section 3 - Eligibility

The **Primary Cardholder** is eligible to be insured under this Certificate if, throughout the Covered Trip, the Primary Cardholder:

· is a resident of Canada; and



· has an Account in Good Standing.

The **Primary Cardholder's Spouse** is eligible to be insured under this Certificate if, throughout the Covered Trip:

- You are eligible to be insured under this Certificate as described above, even if You are not travelling; and
- · the Spouse:
 - · is a resident of Canada; and
 - continues to meet the definition of Spouse of the Primary Cardholder.

The **Primary Cardholder's Dependent Child** is eligible to be insured under this Certificate whether or not the *Primary Cardholder* and the *Primary Cardholder's Spouse* travels with them if, throughout the Covered Trip:

- You are eligible to be insured under this Certificate as described above, even if You are not travelling; and
- the Dependent Child:
 - · is a resident of Canada: and
 - · continues to meet the definition of Dependent Child.

An **Additional Cardholder** is eligible to be insured under this Certificate if, throughout the Covered Trip:

- You are eligible to be insured under this Certificate as described above, even if You are not travelling; and
- · the Additional Cardholder:
 - is a resident of Canada: and
 - continues to meet the definition of Additional Cardholder.

Note: An Additional Cardholder's Spouse and children are not eligible to be insured, unless they meet one of the other eligibility requirements described above (e.g., if the Additional Cardholder's child is also the Primary Cardholder's Dependent Child).

Section 4 - Definitions

In this Certificate, the following words and phrases shown in italics have the meanings shown below. As You read through the Certificate, You may need to refer to this Section to ensure You have a full understanding of Your coverage, limitations and exclusions.

Account means the *Primary Cardholder*'s TD Credit Card Account that the *Bank* maintains.

Account Holder means the person who was issued a TD Credit Card, whose name is on the *Account* and who is a resident of Canada.

Additional Cardholder means a person to whom a TD Credit Card has been issued at the authorization of the *Primary Cardholder*.

Aeroplan Points mean the points awarded through the Aeroplan program which can be redeemed for rewards. *Aeroplan Points* have no monetary value.

Bank means The Toronto-Dominion Bank.

Certificate means this Certificate of Insurance.

Common Carrier means any land, air or water conveyance (e.g., passenger plane, ferry, cruise ship, bus, limousine, taxi or train), which is licensed to carry passengers without discrimination and for hire, excluding courtesy transportation provided without a specific charge.

Coverage Period means the period of time during which a covered event must occur for a benefit to be payable. Furthermore, it means the Trip Cancellation Coverage Period or the Trip Interruption Coverage Period, as applicable and as defined in Section **7** – "How to Become Insured" of the Certificate.

Covered Trip means a trip:

- made by an Insured Person outside the Insured Person's province or territory of residence;
- that does not extend to or past:
 - the date the Insured Person no longer meets the eligibility requirements; or
 - the date coverage terminates
- that was booked or reserved prior to Departure Date from the Insured Person's province or territory of residence; and
- for which at least 75% of the cost of the Covered Trip has been charged to Your Account and/or using Your Aeroplan Points.

Departure Date means the date the *Insured Person* left their province/territory of residence.

Dependent Children mean *Your* natural, adopted, or stepchildren who are:

- unmarried and
- · dependent on You for financial maintenance and support; and
 - under 22 years of age: or

- · under 26 years of age and attending an institution of higher learning, full time, in Canada; or
- mentally or physically handicapped.

Note: A Dependent Child does not include a child born while the child's mother is outside her province or territory of residence during the Covered Trip. The child will not be insured with respect to that trip.

Effective Date means the date *Your Certificate* takes effect with respect to *You*, which is the date on which an *Account* is opened by the *Bank* for *You* and *You* meet the eligibility requirements. *Covered Trips* booked on or after the *Effective Date* shall be eligible for coverage.

Good Standing means an Account is in Good Standing if:

- the Primary Cardholder has applied for the Account;
- the Bank has approved and opened the Account;
- the Primary Cardholder has not advised the Bank to close the Account; and
- the Bank has not suspended or revoked credit privileges or otherwise closed the Account.

Hospital means an institution that is licensed as an accredited hospital that is staffed and operated for the care and *Treatment* of in-patients and out-patients. *Treatment* must be supervised by *Physicians* and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment.

Note: A *Hospital* is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

Hospitalized or **Hospitalization** means to be an in-patient in a *Hospital*.

Immediate Family Member means an Insured Person's:

- Spouse, parents, stepparent, grandparents, natural or adopted children, stepchildren or legal ward, grandchildren, brothers, sisters, stepbrothers, stepsisters, aunts, uncles, nieces, nephews; and
- · mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law; and
- the Insured Person's Spouse's grandparents, brothers-in-law and sisters-in-law.

Insured Person means a person who is eligible to be insured under this Certificate.

Medical Condition means any disease, illness, or injury (including symptoms of undiagnosed conditions; complication of pregnancy within the first 31 weeks of pregnancy; a mental or emotional disorder, including acute psychosis that requires admission to a *Hospital*).

Mountaineering means the ascent or descent of a mountain requiring the use of specialized equipment, including crampons, pick-axes, anchors, bolts, carabiners and lead-rope or top-rope anchoring equipment.

Physician means a person who is not You or Your Immediate Family Member or Your Travelling Companion, licensed in the jurisdiction where the services are provided, to prescribe and administer medical treatment

Pre-Existing Medical Condition means any *Medical Condition* that exists in the *Pre-Existing Medical Condition Period*.

Pre-Existing Medical Condition Period with respect to any benefit under this Certificate is as follows:

- Insured Persons 64 years of age and under 90 days immediately before the beginning of the Coverage Period: and
- Insured Persons 65 years of age or older 180 days immediately before the beginning of the Coverage Period.

Primary Cardholder means a person who applied for a TD Credit Card, whose name is on the Account and to whom a TD Credit Card has been issued. A *Primary Cardholder* does not include an *Additional Cardholder*.

Spouse means:

- the person who the *Insured Person* is legally married to; or
- the person the *Insured Person* has lived with for at least 1 continuous year in the same household and publicly refers to as their partner.

Stable: a Medical Condition, is considered Stable when all of the following statements are true:

- there has not been any new Treatment prescribed or recommended, or change(s) to existing Treatment (including a stoppage in Treatment); and
- there has not been any change to any existing prescribed drug (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new prescription drug; and
- 3. the Medical Condition has not become worse; and
- 4. there has not been any new, more frequent or more severe symptoms; and
- 5. there has been no Hospitalization or referral to a specialist; and
- 6. there have not been any tests, investigation or *Treatment* recommended, but not yet complete,



nor any outstanding test results; and

7. there is no planned or pending *Treatment*.

All of the above conditions must be met for a Medical Condition to be considered Stable.

Note: The following exceptions are considered Stable

- the routine adjustment of Coumadin, warfarin or insulin (as long as they are not newly
 prescribed or stopped) and there has been no change in Your Medical Condition; or
- · a change from a brand name medication to a generic brand medication of the same dosage.

Travelling Companion means any person who travels with *You* during the *Covered Trip* and who is sharing transportation and/or accommodation with *You*.

Exceptions: No more than 3 individuals (including You) will be considered *Travel Companions* on any one trip.

Treated or **Treatment** means a procedure prescribed, performed or recommended by a *Physician* for a *Medical Condition*. This includes but is not limited to prescribed medication, investigative testing and surgery.

We. Us and Our mean:

- TD Life with respect to the medically covered causes for Trip Cancellation and Trip Interruption Insurance: and
- TD Home & Auto with respect to the non-medically covered causes for Trip Cancellation and Trip Interruption Insurance.

You and Your mean the Primary Cardholder.

Section 5 - Description of Insurance Coverage

Trip Cancellation and Trip Interruption Insurance Benefits

Trip Cancellation and Trip Interruption Insurance provides coverage for the following causes for Cancellation and Interruption.

Trip Cancellation Insurance Benefits

We will pay a Trip Cancellation Benefit with respect to an *Insured Person* if they are required to cancel a *Covered Trip* due to a *Covered Cause* for Cancellation listed below that occurs during the *Trip Cancellation Coverage Period* for the *Covered Trip*.

Trip Cancellation Benefit means Eligible Trip Cancellation Expenses, subject to the Maximum Benefit Payable described in Section **2** – "Summary of Benefits".

Eligible Trip Cancellation Expenses mean one of the following two options:

- 1. Reimbursement for:
 - a) the portion of the *Insured Person's* unused travel arrangements, which were:
 - Paid in advance and at least 75% of the cost was charged to Your Account and/or using Your Aeroplan Points;
 - Forfeited as a result of a Covered Cause for Cancellation; and
 - Non-refundable on the date the Covered Cause for Cancellation arose or non-transferrable to another date; and
 - travel point administration cancellation fees that applied on the date the Covered Cause for Cancellation arose, where applicable;
- Or, in the alternative, if the *Insured Person* misses the scheduled departure as a result of a Covered Cause for Cancellation, payment of reasonable transportation costs that are:
 - a) required for the Insured Person to travel to the destination of the Covered Trip by the most direct route; and
 - b) approved in advance by the Administrator.

Exclusion: There will be no reimbursement for the cost of any additional travel insurance or any expenses for which *You* are entitled to receive any form of compensation, including but not limited to credits and vouchers.

Covered Causes for Cancellation

Covered Causes for Cancellation mean Medical Covered Causes for Cancellation and Non-Medical Covered Causes for Cancellation, as described below.

- a) Medical Covered Causes for Cancellation mean:
 - · death of an Insured Person or Travelling Companion;
 - sudden and unexpected sickness or accidental injury of an Insured Person or Travelling Companion if:
 - it did not result from a Pre-Existing Medical Condition that was not Stable during the Pre-Existing Medical Condition Period immediately preceding the beginning of the Coverage Period;
 - it prevents the *Insured Person* from starting the Covered Trip:

- a Physician certifies, in writing:
 - they have advised the Insured Person or Travelling Companion to cancel the Covered Trip: or
 - the sickness or injury made it impossible for the Insured Person or Travelling Companion to start the Covered Trip; and
 - the medical reason for the decision; and
 - the Insured Person or Travelling Companion provides the Physician's certification to the Administrator before the scheduled Departure Date;
- death of an Immediate Family Member of the Insured Person;
- sudden and unexpected sickness or accidental injury of an Immediate Family Member of the Insured Person; or
- the sudden and unexpected death or hospitalization of an Insured Person's host at the destination.

b) Non-Medical Covered Causes for Cancellation mean:

- an enforceable call of an Insured Person or Travelling Companion to jury duty or sudden and unexpected subpoena of an Insured Person or Travelling Companion to act as a witness in a court of law requiring the Insured Person's or Travelling Companion's presence in court during the Covered Trip;
- a written formal notice issued by the Canadian government after the Insured Person's
 Covered Trip is booked, advising Canadians not to travel to a country, region or city originally
 ticketed for the Covered Trip for a period that includes an Insured Person's Covered Trip;
- an employment transfer of the Insured Person by the employer with whom the Insured Person
 was employed on the date the Insured Person booked their Covered Trip, which transfer
 requires the relocation of the Insured Person's principal residence within 30 days before the
 Insured Person's scheduled Covered Trip departure date;
- a delay causing an Insured Person to miss a connection for a Common Carrier or resulting in the interruption of an Insured Person's travel arrangements, and is limited to the following:
 - delay of an Insured Person's Common Carrier resulting from the mechanical failure of that carrier:
 - a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report); or
 - weather conditions.
- a natural disaster that renders an *Insured Person*'s principal residence uninhabitable;
- an Insured Person is quarantined in a situation where no Medical Covered Cause for Cancellation applies;
- an Insured Person is hijacked; and
- an enforceable call to service of an Insured Person or Travelling Companion who is a military, police or fire reservist.

Exclusion: The outright cancellation of Common Carrier travel is not considered a delay. **Limitation**: The benefit under this Covered Cause for Cancellation is the *Insured Person*'s one-way economy fare via the most cost-effective route to the *Insured Person*'s next destination.

Trip Interruption Insurance Benefits:

We will pay a Trip Interruption Benefit with respect to an *Insured Person* if they are prevented from continuing a *Covered Trip* as a result of a *Covered Cause* for Interruption listed below that occurs during the Trip Interruption Coverage Period for the *Covered Trip*.

Trip Interruption Benefit means Eligible Trip Interruption Expenses, subject to the Maximum Benefit Payable described in Section **2** – "Summary of Benefits".

Eligible Trip Interruption Expenses mean:

- if the Insured Person must terminate the Covered Trip as a result of the Covered Cause for Interruption, the lesser of:
 - the cost of a one-way economy airfare to the point of departure, if the Administrator approves this transportation in advance; or
 - the fee charged by the airline to change the *Insured Person's* date of return;
- if the Insured Person is delayed in reaching the next destination of their Covered Trip as a result
 of a Covered Cause for Interruption, payment of reasonable additional transportation costs that
 are:
 - required for the Insured Person to rejoin a tour group by the most direct route; and
 - approved in advance by the Administrator; and
- the portion of any unused land arrangements which were:
 - part of the Insured Person's Covered Trip;
 - paid prior to the *Insured Person's* date of departure; and



 non-refundable on the date the Covered Cause of Interruption occurred or for which You are entitled to receive a credit or any other form of compensation.

Exclusion: There will be no reimbursement for the cost of any additional travel insurance or any expenses for which *You* are entitled to receive any form of compensation, including but not limited to credits and vouchers.

Covered Causes for Interruption

Covered Causes for Interruption mean Medical Covered Causes for Interruption and Non-Medical Covered Causes for Interruption, as described below.

- a) Medical Covered Causes for Interruption mean:
 - death of an Insured person;
 - · accidental injury or sickness of an Insured Person if:
 - it does not result from a Pre-Existing Medical Condition that was not Stable during the Pre-Existing Medical Condition Period immediately preceding the beginning of the Coverage Period; and
 - in the opinion of the Administrator, it requires immediate medical attention; and either:
 - it prevents the *Insured Person* from continuing with the *Covered Trip*; or
 - the Insured Person will be delayed in reaching the next destination of their Covered Trip;
 - death of an Immediate Family Member of the Insured Person;
 - sudden and unexpected sickness or accidental injury of an *Immediate Family Member*, which requires an overnight stay in a *Hospital*.

b) Non-Medical Covered Causes for Interruption mean:

- a written formal notice issued during the Covered Trip by the Canadian government, advising Canadians not to travel to a country, region or city originally ticketed for the Covered Trip for a period that includes an Insured Person's Covered Trip;
- a delay causing an *Insured Person* to miss a connection for a *Common Carrier* or resulting in the interruption of an *Insured Person*'s travel arrangements, and is limited to the following:
 - a delay of an Insured Person's Common Carrier, resulting from the mechanical failure of that carrier;
 - a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report); or
 - weather conditions.
- a natural disaster that renders an Insured Person's principal residence uninhabitable;
- an Insured Person's quarantine or hijacking; and
- an enforceable call to service of an Insured Person who is a military, police or fire reservist.

Exclusion: The outright cancellation of a flight is not considered as a delay.

Limitation: The benefit under this Covered Cause for Interruption is the *Insured Person*'s one-way economy fare via the most cost-effective route to the *Insured Person*'s next destination.

What to do if You need to Cancel Your Covered Trip

Reimbursement for the portion of the *Insured Person*'s unused travel arrangements which were paid in advance and at least 75% of the cost was charged to *Your Account* and/or using *Your Aeroplan Points*. The amount payable under Trip Cancellation Insurance coverage is limited to the cancellation penalties in effect on the date the Covered Cause for Cancellation occurs, so it's important to cancel the *Insured Person*'s plans immediately but no later than within 24 hours of cancellation with *Your* travel agent or travel supplier. After the *Insured Person* has cancelled their travel arrangements with the travel supplier, the *Insured Person* will need to call *Our Administrator* immediately, and follow the instructions in Section 8 – "How to Submit a Claim".

What to do if You need to Interrupt Your Covered Trip

The Insured Person must call Our Administrator immediately at the 24-Hour Emergency Assistance number found in Section **9** – "How to Contact Our Administrator". Some expenses are only covered if they're approved in advance by Our Administrator. All transportation expenses must be pre-approved. Only the expenses that are non-refundable on the day the Covered Cause for Interruption occurs are eligible for reimbursement, so contact Our Administrator immediately but no later than within 24 hours to discuss alternate travel arrangements.

Section 6 - Limitations and Exclusions

Limitations and Exclusions that Apply to Trip Cancellation

For Trip Cancellation, this *Certificate* does not cover any *Treatment*, services, or expenses of any kind caused directly or indirectly as a result of the following:

1. Pre-Existing Medical Condition

There is no coverage and no benefit will be payable for any Pre-Existing Medical Condition that

was not Stable during the Pre-Existing Medical Condition Period immediately preceding the Coverage Period.

2. Reasonably foreseeable conditions

 No benefit will be payable with respect to a sickness, accidental injury or quarantine of the Insured Person that was reasonably foreseeable when the Trip Cancellation Coverage Period began.

3. Cancellation penalties arising after Covered Cause for Cancellation

 Benefits will be limited to cancellation penalties in effect on the date the Covered Cause for Cancellation arises, so it is important to cancel the *Insured Person's* travel plans immediately.

4. Causes not covered

 No benefit will be payable with respect to cancellation of a Covered Trip for any reason other than those listed under Covered Causes for Cancellation.

Limitations and Exclusions that Apply to Trip Interruption

For Trip Interruption, this Certificate does not cover any Treatment, services, or expenses of any kind caused directly or indirectly as a result of the following:

1. Pre-Existing Medical Condition

There is no coverage and no benefit will be payable for any Pre-Existing Medical Condition that
was not Stable during the Pre-Existing Medical Condition Period immediately preceding the
beginning of the Coverage Period.

2. Reasonably foreseeable conditions

 No benefit will be payable with respect to a sickness or accidental injury of the Insured Person that was reasonably foreseeable when the Insured Person departed on the Covered Trip.

3. Interruption occurring outside the Coverage Period

No benefit will be payable with respect to an interruption that occurs before the Trip Interruption
 Coverage Period begins or after it ends.

4. Sums that become non-refundable after the Covered Cause for Interruption occurs

 Only the sums that are non-refundable on the day the Covered Cause for Interruption occurs will be eligible for the purposes of this claim, so it's important to call the Administrator immediately to discuss alternate arrangements.

Causes not covered

 No benefit will be payable with respect to Interruption of a Covered Trip for any reason other than those listed under Covered Causes for Interruption.

6. Unused Return Travel

 Under no circumstance will Trip Interruption Benefits include the cost of prepaid unused return travel.

Limitations and Exclusions that Apply to Trip Cancellation and Trip Interruption

For all benefits, this *Certificate* does not cover any *Treatment*, services, or expenses of any kind caused directly or indirectly as a result of the following:

1. Pre-Existing Medical Condition:

- 2. reasonably foreseeable Medical Conditions:
- 3. failure to report a Covered Cause for Trip Cancellation or Trip Interruption immediately:
- failure to obtain advance approval from the Administrator for certain expenses, including travel arrangements.

5. False Claim

If You or an Insured Person makes a claim knowing it to be false or fraudulent in any respect, neither You nor the Insured Person will be entitled to the benefits of this coverage, nor to the payment of any claim under the Group Policies.

6. Illegal act

 claim that results from or is related to Your involvement in the commission or attempted commission of a criminal offence or illegal act in the jurisdiction where the claim was incurred, including driving while impaired or over the legal limit.

7. Abuse of alcohol, drug, or intoxicants

 claim that results from or is related to Your chronic use of alcohol, drugs or other intoxicants whether prior to or during Your Covered Trip.

8. Claims related to expectant mother's complications of pregnancy, or delivery

- · claim related to routine pre-natal or post-natal care; or
- claim related to pregnancy, delivery or complications of either, arising 9 weeks before the
 expected date of delivery or any time after delivery.

9. Child born during the Covered Trip

• claim related to Your child born during the Covered Trip.

10. War or civil unrest

an act of war, whether declared or undeclared; or

- hostile or warlike action in time of peace or war; or
- · willing participation in a riot or civil unrest; or
- · rebellion; or
- · revolution; or
- · insurrection; or
- any service in the armed forces while on duty.

11. Travel advisory

- where an official travel advisory was issued by the Canadian government stating, "Avoid all non-essential travel" or "Avoid all travel" regarding the country, region or city of Your destination, before Your Coverage Period begins for Trip Cancellation benefit; or
- if the travel advisory or formal notice stating "Avoid all non-essential travel" or "Avoid all travel" is issued after Your Departure Date for Trip Interruption benefit, Your coverage under this policy in that specific country, region or area will be limited to a period that is reasonably necessary for You to safely evacuate the country, region or area.

To view the travel advisories, visit the Government of Canada Travel site.

12. Other - Sports and High-Risk Activities

- participation in:
 - any sporting activity for which You are paid:
 - any sporting event for which the winners are awarded cash prizes;
 - any extreme sport or activity involving a high level of risk, such as those indicated below, but not limited to:
 - parasailing, hang-gliding and paragliding;
 - parachuting and sky diving;
 - bungee jumping:
 - Mountaineering;
 - cave exploration;
 - scuba diving, outside the limits of *Your* certification;
 - any airborne activity in any aircraft other than a passenger aircraft that holds a valid certificate of airworthiness;
 - any competition, speed event or other high-risk activity involving the use of a motor vehicle on land, water or air, including training activities, whether on approved tracks or elsewhere.

13. Intentional self-inflicted injury

• intentional self-inflicted injury, suicide or attempted suicide (whether or not the *Insured Person* is aware of the result of their actions), regardless of the *Insured Person*'s state of mind.

14. Reasons for Cancellation or Interruption occurring outside the Coverage Period

an incident that occurs outside the Coverage Period.

For example, no benefit will be paid with respect to an incident that occurs after 11:59 p.m. ET on the last day of the Coverage Period, if You have not extended Your Coverage Period.

Note: The day of departure counts as a full day for this purpose.

15. Coverage and/or payment benefit prohibited by law

This coverage shall be null and void and no benefit will be payable where the coverage and/or
payment of the benefit is prohibited by Canadian law or by any other applicable national
economic or trade sanctions law or regulation.

16. Aeroplan Points or any other Frequent flyer plan rewards units

Under no circumstance will any benefit be payable in connection with the value of Aeroplan
Points or frequent flyer plan rewards units that have been lost or wasted.

Section 7 - How to Become Insured

How to Become Insured

You will have coverage if You meet the requirements in Section 3 - "Eligibility" for insurance.

When does Your Trip Cancellation and Trip Interruption Insurance Coverage Start and End

Trip Cancellation Coverage Period (when the Covered Causes for Cancellation occurs before Your trip)

The Trip Cancellation Coverage Period begins on the date the Covered Trip is booked or reserved with the travel agent or other travel supplier and at least 75% of the cost of the Covered Trip has been charged to Your Account using a TD Credit Card and/or Your Aeroplan Points.

The Trip Cancellation Coverage Period ends on the earlier of:

- the date the Insured Person departs or plans to depart on the Covered Trip; and
- · the date this Certificate terminates.

Trip Interruption Coverage Period (when the Covered Causes for Interruption occurs during Your trip)

• The Trip Interruption Coverage Period begins on the date the Insured Person completes a portion

of the Covered Trip as shown on their invoice or ticket provided the Covered Trip is booked or reserved with the Insured Person's travel agent or other travel supplier and at least 75% of the cost of the Covered Trip has been charged to Your Account using a TD Credit Card and/or Your Aeroplan Points.

The Trip Interruption Coverage Period ends on the earlier of:

- the date the Insured Person is scheduled to return from the Covered Trip; or
- the date this Certificate terminates.

When Your Certificate Terminates

Coverage for the *Primary Cardholder* under this *Certificate* will terminate on the earliest of the following dates:

- the date the Account is cancelled, closed or otherwise ceases to be in Good Standing;
- the date the Primary Cardholder ceases to be eligible for coverage; and
- the date the Group Policy terminates.

Coverage for an *Insured Person* other than the *Primary Cardholder* under this *Certificate* will terminate on the earliest of the following dates:

- the date coverage terminates for the Primary Cardholder; and
- the date the *Insured Person* ceases to be eligible for coverage.

No benefits will be paid under this Certificate for losses incurred after coverage has terminated.

Section 8 - How to Submit a Claim

IMPORTANT NOTE: You must report Your claim to Our Administrator immediately. You must provide completed claim form with required supporting documentation to Our Administrator as soon as possible, but no later than 1 year after the date it occurred.

Who to Contact to Submit a Claim

Once the *Insured Person* has cancelled or needs to interrupt their *Covered Trip* with the travel supplier, contact *Our Administrator* at **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries.

Complete the Required Form

- 1. Request the Form: To request a claim form, call Our Administrator at **1-866-374-1129** (toll-free) from 8 a.m. to 8 p.m. ET, Monday to Friday.
- 2. Time limit from date of event: If You are making a claim, You must send Our Administrator the appropriate claim forms, together with written proof of loss (e.g., original invoices and tickets, medical and/or death certificates) as soon as possible. In every case, You must submit Your completed claim form with required documentation within 1 year from the date of the accident or the date the claim arises. Failure to provide the applicable documentation may invalidate Your claim.

Provide the Information Requested

To make a Trip Cancellation or Trip Interruption claim, as part of the requirements above, under "Time limit from date of event," We will need documentation to substantiate the claim, including but not limited to the following:

- · a completed claim form;
- Your Account statement and any other documentation necessary to confirm that at least 75% of the costs of Eligible Expenses were charged to Your Account and/or using Your Aeroplan Points;
- a medical document, fully completed by the legally qualified *Physician* in active personal
 attendance and in the locality where the *Medical Emergency* occurred, stating the reason why
 travel was not recommended, the diagnosis and all dates of *Treatment*;
- written evidence of the covered cause of cancellation, interruption or delay;
- a travel supplier or tour operator terms and conditions detailing any cancellation penalties or reimbursement for unused travel arrangements;
- · complete original unused transportation tickets and vouchers;
- reports from the police or local authorities documenting the cause of the missed connection;
- all receipts for the prepaid land arrangements as detailed in Your travel documents or itinerary prior to departure;
- all receipts for subsistence allowance expenses as approved by Our Administrator;
- · original passenger receipts for new tickets;
- detailed invoices and/or receipts from the service provider(s);
- any receipts for or proof of refund already obtained from travel suppliers or tour operators;
- the Insured Person will also be required to provide evidence of their actual or planned Departure
 Date from their province or territory of residence;
- where the claim relates to a Medical Condition, a signed "Release of Medical Information" authorization to allow Us to obtain any further information required to complete the claim review.



Note: If Our Administrator makes an advance payment for expenses that are later discovered to be ineligible under this Certificate, the Insured Person must reimburse Us.

If You Report the Claim Immediately

If Our Administrator guarantees or pays eligible expenses on behalf of an Insured Person, then You and, if applicable, the Insured Person must sign an authorization form allowing Our Administrator to recover those expenses:

- · from any health plan or other insurance; and
- through rights You may have against other insurers or other parties (see Section 10 "General Conditions", under "Right of Subrogation").

If Our Administrator pays eligible expenses that are covered under other insurance or another plan, You and the Insured Person (if applicable) must help Our Administrator to seek reimbursement as required.

The *Insured Person* must also provide evidence of the actual departure date from their province or territory of residence. If requested, an *Insured Person* must confirm any return dates to their province or territory of residence, including any return dates related to an interruption in a *Covered Trip*.

Note: If Our Administrator makes an advance payment for expenses that are later discovered to be ineligible under this Certificate, the Insured Person must reimburse Us.

If You Do Not Report the Claim Immediately

It is important to cancel or interrupt Your Covered Trip immediately, but no later than 24 hours following the Covered Cause for Cancellation or interruption because the amount payable under this Certificate may be limited to any penalties imposed by Your travel provider(s) which are in effect on the date the Covered Cause for Cancellation or interruption occurs. If not, benefits will be limited as described under "Trip Cancellation and Trip Interruption Insurance Limitations and Exclusions". Refer to Section 9 – "How to Contact Our Administrator" for information on how to get a claim form.

What Claimant Can Expect from Insurer

Once We have approved the claim, We will notify You and payment will be made within 60 days after receipt of the required claim forms, documentation and written proof of loss. If the claim has been denied, We will inform You of the claim denial reasons within 60 days after receipt of the required claim forms and written proof of loss.

Section 9 - How to Contact Our Administrator

24-hour Emergency Assistance Number

To enquire about these benefits, or to make arrangements with respect to Trip Cancellation and Trip Interruption Insurance, contact *Our Administrator* 24 hours a day, 7 days a week, at **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries.

To request a claim form or for claims support, call *Our Administrator* at **1-866-374-1129** (toll-free) from 8 a.m. to 8 p.m. ET, Monday to Friday.

Section 10 - General Conditions

Unless this *Certificate* or the Group Policy states otherwise, the following conditions apply to *Your* coverage:

Access to Medical Care

We and/or Our Administrator will assist You to access care whenever possible, however will not be responsible for the availability, quality or results of any medical *Treatment*, care or transport, or for the failure of any *Insured Person* to obtain *Treatment*.

Benefit Payments

This Certificate contains provisions removing or restricting the right of the *Insured Person* to designate persons to whom or for whose benefit money is to be payable. This means that under the Group Policy, neither *You* nor any *Insured Person* has the right to choose a beneficiary who will receive any benefits payable under this *Certificate*. Benefits are payable to *You* or, on *Your* behalf, to *Your* medical service provider.

Currency

All amounts shown are in Canadian currency.

Group Policy

All benefits under this *Certificate* are subject in every respect to the Group Policy, which alone constitutes the agreement under which benefits will be provided. The principal provisions of the Group Policy affecting *Insured Persons* are summarized in this *Certificate*. The Group Policy is on file at the office of the Policyholder and upon request, *You* are entitled to receive and examine a copy of the Group Policy.

Legal Action Limitation Period

Every action or proceeding against the Insurer for the recovery of insurance money payable under the

contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta or British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act*, 2002 (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

Other insurance

All of *Our* coverages are excess insurance, meaning that any other sources of recovery *You* have will pay first, and this insurance coverage will be the last to pay. The total benefits payable under all *Your* insurance, including this *Certificate*, cannot be more than the actual expenses for a claim. If an *Insured Person* is also insured under any other insurance certificate or policy, *We* will coordinate payment of benefits with the other insurer.

Recovery

In the event that You are found to be ineligible for coverage, or that a claim is found to be invalid, or benefits are reduced in accordance with any policy exclusion or term or condition, We have the right to collect from You any amount which We have paid on Your behalf to service providers or other parties.

Relationship between *Us* and the Group Policyholder

TD Life Insurance Company and TD Home and Auto Insurance Company are affiliated with The Toronto-Dominion Bank ("TD Bank").

Review and Medical Examination

When a claim is being processed, We will have the right and the opportunity, at Our own expense, to review all medical records related to the claim and to examine the Insured Person medically when and as often as may be reasonably required.

Right of Subrogation

There may be circumstances where another person or entity should have paid *You* for a loss but instead *We* paid *You* for the loss. If this occurs, *You* agree to cooperate with *Us* so *We* may demand payment from the person or entity who should have paid *You* for the loss. This may include:

- transferring to Us the debt or obligation owing to You from the other person or entity; or
- permitting *Us* to bring a lawsuit in *Your* name: or
- if You receive funds from the other person or entity, You will hold it in trust for Us; or
- acting so as not to prejudice any of Our rights to collect payment from the other person or entity.
 We will pay the costs for the actions We take

COMMON CARRIER TRAVEL ACCIDENT INSURANCE

Coverage under this Certificate is provided by:

TD Life Insurance Company ("Insurer") P.O. Box 1, TD Centre, Toronto, ON M5K 1A2

Claims administration and adjudication services are provided by:

Global Excel Management Inc. ("Administrator")
73 Queen Street, Sherbrooke, QC J1M OC9 Phone: 1-866-374-1129 or +1-416-977-4425

Section 1 - Introduction

Certificate of Insurance

Claims administration and adjudication services are provided by Global Excel Management Inc.

The Certificate applies to the TD Aeroplan Visa Infinite Privilege Card, which will be referred to as a "TD Credit Card" throughout the Certificate. TD Life Insurance Company ("TD Life") provides the insurance for this Certificate under Master Policy #TGV009 (the "Policy") issued to The Toronto-Dominion Bank. This Certificate contains a clause which may limit the amount payable.

Section 2 - Eligibility

Insured Person as defined provided that:

- · Your Account privileges have not been terminated or suspended; and
- Your Account is not more than 90 days past due: and
- · Your TD Credit Card must be in Good Standing.

Section 3 - Definitions

In this *Certificate*, the following words and phrases shown in italics and capitalized have the meanings shown below. As *You* read through the *Certificate*, *You* may need to refer to this Section to ensure *You* have a full understanding of *Your* coverage, limitations and exclusions.



Accidental Bodily Injury means bodily injury, which is accidental, is the direct source of a *Loss*, is independent of disease, illness or other cause and occurs while this Policy is in force.

Account means the *Primary Cardholder*'s TD Credit Card Account that the *Bank* maintains.

Account Holder means the *Primary Cardholder* to whom the monthly *Account* statement is issued, and who is a resident of Canada and any *Additional Cardholder* who is a resident of Canada. The *Account Holder* may be referred to herein using "You" and "Your".

Additional Cardholder means a person to whom a TD Credit Card has been issued at the authorization of the *Primary Cardholder*.

Aeroplan Points mean the points awarded through the Aeroplan program which can be redeemed for rewards. *Aeroplan Points* have no monetary value.

Certificate means this Certificate of Insurance.

Bank means The Toronto-Dominion Bank.

Coma means a profound state of unconsciousness from which the *Insured Person* cannot be aroused to consciousness even by powerful stimulation, as determined by a physician. (Note: *Coma* benefits are available only to *Dependent Children*.)

Common Carrier means any licensed land, water or air conveyance operated by those whose occupation or business is transportation of persons or things without discrimination for hire. *Common Carrier* is extended to include any airline having a Charter Air Carrier's Licence or its equivalent, provided it maintains regularly scheduled flights and publishes timetables and fares consistent with scheduled airline practices and provided the aircraft is limited to fixed-wing turbo-prop or jet aircraft. Rafts, amusement park rides, jet skis, balloons, ski lifts and hang-gliders are not considered to be a *Common Carrier*

Covered Trip means travel on a *Common Carrier*, the fare for which is fully charged to *Your Account*, or paid for either in full or partially using *Your Aeroplan Points*. If *Your Aeroplan Points* have only partially paid for *Your Common Carrier* fare, the balance of that fare must be fully charged to *Your Account*.

Dependent Child(ren) mean(s) Your natural, adopted, or stepchildren who are:

- unmarried: and
- · dependent on You for financial maintenance and support; and
 - under 21 years of age; or
 - under 25 years of age and attending an institution of higher learning, full time, in Canada; or
 - mentally or physically handicapped.

Good Standing means:

- the Primary Cardholder has applied for the Account;
- the Bank has approved and opened the Account;
- the Primary Cardholder has not advised the Bank to close the Account; and
- the Bank has not suspended or revoked credit privileges or otherwise closed the Account.

Immediate Family Member means the *Spouse*, parents, grandparents, children age 18 and over, brother or sister of the *Insured Person*.

Insured Person means the Account Holder, as well as the Account Holder's Spouse and Dependent Children whose name is on a ticket or a rental agreement.

Loss means the types of Accidental Bodily Injuries for which this insurance provides coverage.

Primary Cardholder means a person who applied for a TD Credit Card, whose name is on the Account and to whom a TD Credit Card has been issued. A *Primary Cardholder* does not include an *Additional Cardholder*.

Permanent Total Disability means that the *Accidental Bodily Injuries* sustained in a covered accident solely and directly:

- prevent the Insured Person from performing all the substantial and material duties of the Insured Person's occupation; and
- cause a condition which is medically determined, by a physician approved by Our Administrator, to be of continuous and indefinite duration; and
- require the continuous care of a physician, unless the Insured Person has reached their maximum point of recovery; and
- prevent the Insured Person from engaging in any gainful occupation for which the Insured Person is qualified, or could be qualified, by reason of education, training, experience, or skill.

The Permanent Total Disability must have existed for 12 consecutive months.

(Note: Permanent Total Disability benefits are not available to Dependent Children.)

Rental Car means a four-wheel private passenger motor vehicle designed for travel on public roads and rented from a licensed rental company for no more than 48 consecutive days. It does not include

trucks, trailers, campers, recreational vehicles or motor vehicles propelling or towing a trailer or any other object, off-road vehicles (meaning any vehicle used on roads that are not publicly maintained), vans, or minivans that are manufactured to seat more than 8 occupants (including the driver) or when the vehicle is used to carry, haul or transport any type of cargo or property or passengers for hire.

Spouse means:

- The person who the Account Holder is legally married to; or
- the person the Account Holder has lived with for at least 1 continuous year in the same household and publicly refers to as their partner.

We, Us and Our mean TD Life Insurance Company.

Section 4 - Common Carrier Accident Coverage

Benefits will be paid as specified in the Schedule of Benefits below if an *Insured Person* suffers a Loss arising from and occurring on a *Covered Trip* while the *Insured Person* is:

- 1. riding as a passenger in or entering or exiting any Common Carrier; or
- 2. at the airport, terminal or station, at the beginning or end of the Covered Trip.

If the purchase of the Common Carrier passage fare is not made prior to the Insured Person's arrival at the airport, terminal or station, coverage begins at the time the entire Common Carrier passage fare is charged to the Insured Person's Account.

Coverage includes circumstances arising from and occurring on a Covered Trip while the Insured Person is riding as a passenger in, entering or exiting any Common Carrier, while travelling directly to or from the airport, terminal, or station:

- 1. immediately preceding the departure of the scheduled *Common Carrier* conveyance on which the *Insured Person* has purchased passage; and
- 2. immediately following the arrival of the scheduled *Common Carrier* conveyance on which the *Insured Person* was a passenger.

Section 5 - Rental Car Accident Coverage

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Benefits will be paid as specified in the Schedule of Benefits below if an *Insured Person* suffers a *Loss* while operating or riding as a passenger in, or boarding or alighting from any *Rental Car* provided that:

- a) the cost of the Rental Car was fully charged to Your Account; or paid either in full or partially using Your Aeroplan points. If Your Aeroplan points have only partially paid for the cost of Your Rental Car, the balance of that cost must be fully charged to Your Account; and
- b) there has been no violation of the rental gareement by the Account Holder; and
- c) the driver of the rented automobile is not legally intoxicated nor under influence of any narcotic unless prescribed by a licensed physician.

The maximum benefit payable for any one Rental Car Accident is \$2,000,000 in total.

Section 6 - Schedule of Benefits and Important Conditions

If an Insured Person has multiple Losses as the result of one accident, only the single largest benefit amount applicable to the Loss suffered is payable. The following benefits are provided if the Loss occurs as a result of an accident within 1 year from the date of the accident:

A. Accidental Death or Dismemberment, Loss of Sight, Speech or Hearing and Paralysis Benefits

Accidental Loss of	Benefit Amount
Life	\$500,000
Speech and Hearing	\$500,000
Both Hands or Both Feet or Sight of Both Eyes or a Combination of a Hand, or Foot or Sight of One Eye	\$500,000
One Arm or One Leg	\$375,000
One Hand or One Foot or Sight of One Eye	\$333,350
Speech or Hearing	\$333,350
Thumb and Index Finger of the Same Hand	\$166,650
Paralysis	
Quadriplegia (complete paralysis of both upper and lower limbs)	\$500,000
Paraplegia (complete paralysis of both lower limbs)	\$500,000
Hemiplegia (complete paralysis of upper and lower limbs of one side of body)	\$500,000
	Life Speech and Hearing Both Hands or Both Feet or Sight of Both Eyes or a Combination of a Hand, or Foot or Sight of One Eye One Arm or One Leg One Hand or One Foot or Sight of One Eye Speech or Hearing Thumb and Index Finger of the Same Hand Paralysis Quadriplegia (complete paralysis of both upper and lower limbs) Paraplegia (complete paralysis of upper and lower limbs) Hemiplegia (complete paralysis of upper and lower limbs)

"Loss" with reference to hand or foot means complete severance through or above the knuckle joint of at least four fingers of the same hand or three fingers and a thumb of the same hand or the ankle joint; with reference to arm or leg means complete severance through or above the elbow or knee joint; with reference to sight of an eye means the permanent loss of vision in one eye; and with reference to thumb and index finger means complete severance through or above the knuckle joints of the thumb and index finger.

"Loss" with reference to speech means the permanent and irrecoverable loss of the capability of speech without the aid of mechanical devices; with reference to hearing means the permanent and irrecoverable loss of hearing in both ears.

"Paralysis" means complete and irreversible loss of all motion or all practical use of an arm or leg provided the loss is continuous for 12 consecutive months.

B. Permanent Total Disability and Coma Benefits

LossBenefit AmountPermanent Total Disability\$500,000Coma\$500,000

- i. Permanent Total Disability benefits are available only to You and Your Spouse. Benefit amount (less any amount paid under Section 6 – "Schedule of Benefits and Important Conditions" (A) and (B)) is payable if an Insured Person sustains Permanent Total Disability within 365 days after the date of the accident and the Permanent Total Disability continues for 12 consecutive months.
- ii. Coma benefits are available only to Your Dependent Child(ren). An elimination period of 31 days applies, which commences on the date the Dependent Child(ren) enter into a Coma. Coma benefits are not payable, nor do they accrue, during an elimination period. The Coma benefit amount is payable monthly at a rate of 1% of the benefit amount shown above until the earliest of: 1) the date the Dependent Child dies; 2) the date the Dependent Child is no longer in a Coma; or 3) total payments equal the Coma benefit amount shown above. If the Dependent Child dies as a result of the accident during the period for which this Coma benefit is payable, we will pay a lump sum equal to the Dependent Child's loss of life benefit amount, less Coma benefit amounts already paid.

C. Exposure and Disappearance

- i. When by reason of an accident described in Section 4 "Common Carrier Accident Coverage", the *Insured Person* is unavoidably exposed to the elements and as a result of such exposure suffers a *Loss*, the amount set out in the Schedule of Benefits shall be paid.
- ii. If the *Insured Person* has not been found within 1 year of the disappearance, stranding, sinking, wrecking or breakdown of a *Common Carrier* in which the *Insured Person* was covered as an occupant, it will be assumed that the *Insured Person* has suffered a loss of life.

Section 7 - Special Benefits

a) Family Transportation Benefit

- i. When an Insured Person is confined as an in-patient in a hospital due to Accidental Bodily Injuries that result in a Loss, TD Life will pay for the expenses incurred to transport an Immediate Family Member of the Insured Person to the hospital. Such personal attendance must be recommended by an attending physician, and such transportation must be via Common Carrier on the most direct route available.
- ii. When an Insured Person's Loss of life results in a Loss of life benefit amount being payable, TD Life will pay for the expenses incurred by an Immediate Family Member of the Insured Person for transportation to the place where the Insured Person's body is located for the purpose of identifying the Insured Person's body. Such transportation must be via Common Carrier on the most direct route available.

The maximum Family Transportation Benefit payable is \$5,000 per *Insured Person* who is hospitalized as described above.

b) Repatriation Benefit

When Accidental Bodily Injuries result in a Loss of life benefit amount being payable, and the Loss of life occurs at least 100 kilometres from the *Insured Person*'s permanent city of residence, TD Life will pay for the cost of preparation and transportation of *Insured Person*'s body to such place of residence. The maximum Repatriation Benefit payable is \$10,000 per Loss of life.

c) Rehabilitation Benefit

When Accidental Bodily Injury results in a Loss, an additional amount will be paid for covered Rehabilitation expenses. Covered expenses are the reasonable and necessary expenses actually incurred up to a maximum of \$10,000 for treatment by a therapist or confinement in an institution of an Insured Person provided:

- i. such treatment is required in order to retrain the *Insured Person* for work in any gainful occupation, including the *Insured Person*'s regular occupation; and
- ii. expenses are incurred within 2 years from the date of the accident. No payment will be made for ordinary living, travelling or clothing expenses.

Section 8 - Payment of Benefits

The Loss of life benefit of an Account Holder will be paid to the designated beneficiary. This choice must be in writing and filed with Our Administrator. All other benefit amounts for Losses suffered by the Account Holder are paid to the Account Holder. The Loss of life benefit of a Spouse or Dependent Child will be paid to the Account Holder, if living, otherwise to the designated beneficiary. This choice must be in writing and filed with Our Administrator. All other benefit amounts for Losses suffered by the Spouse or Dependent Child are paid to the Spouse or Dependent Child, except that any amount payable for Losses sustained by a minor will be paid to the minor's legal guardian. If the Insured Person has not chosen a beneficiary, or if there is no beneficiary alive when the Insured Person dies, TD Life will pay the benefit amount to the Account Holder's estate.

Section 9 - Exclusions

This Policy does not cover Loss caused by or resulting from any of the following:

- a) Loss occurring while the employee is in, entering or exiting any aircraft while acting or training as a pilot or crew member.
- b) Loss resulting from suicide, attempted suicide or Loss that is intentionally self-inflicted.
- c) Loss caused by bacterial infection except bacterial infection of an Accidental Bodily Injury, or if death results from the accidental ingestion of a substance contaminated by bacteria.
- d) Loss caused by or resulting from:
 - an act of war, whether declared or undeclared: or
 - hostile or warlike action in time of peace or war: or
 - · willing participation in a war, riot or civil unrest; or
 - · rebellion: or
 - · revolution; or
 - · insurrection: or
 - · any service in the armed forces while on duty.

We shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom or any other applicable jurisdiction.

Section 10 - How to Submit a Claim

IMPORTANT NOTE: You must report Your claim to Our Administrator within 30 days after the date of the occurrence of commencement of any Loss covered by this Certificate or as soon as reasonably possible. You must provide completed claim form with required supporting documentation to Our Administrator as soon as possible, but no later than 90 days after the date of Loss.

Who to Contact to Submit a Claim

To submit a claim, please contact *Our Administrator* at **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries.

Complete the Required Form

- 1) Request the Form: To request a claim form, call *Our Administrator* at **1-866-374-1129** (toll-free) from 8 a.m. to 8 p.m. ET, Monday to Friday.
- 2) Time limit from date of event: If You are making a claim, You must report Your claim to Our Administrator within 30 days after the date of Loss. You must send Our Administrator the appropriate claim forms, together with written proof of Loss (e.g., original invoices and tickets, medical and/or death certificates) as soon as possible, but no later than 90 days after the date of Loss. Failure to provide the applicable documentation may invalidate Your claim.

Section 11 - When Your Coverage Terminates

The insurance coverage of any *Insured Person* shall terminate on the earliest of the following:

- a) the date the Policy is terminated;
- b) the expiration of the Policy term for which premium has been paid;
- c) the date the Account Holder's Account is cancelled or their Account privileges are terminated.

Section 12 - General Conditions

Conformance with Statutes

Any terms of this Policy which are in conflict with the applicable statutes, laws or regulations of the province or territory in which this Policy is issued are amended to conform to such statutes.



Group Policy

This Certificate is a description of coverage provided by Policy #TGV009 issued to

The Toronto-Dominion Bank. All terms and conditions of the Policy govern. In no event does possession of multiple certificates or TD Credit Cards entitle an *Insured Person* to benefits in excess of those described herein for any *Loss* sustained.

Legal Action Limitation Period

Every action or proceeding against the Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta or British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act*, 2002 (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

Physical Examination and Autopsy

Our Administrator has the right to have the Insured Person examined by a physician approved by Our Administrator, as often as reasonably necessary while a claim is pending. Our Administrator may also have an autopsy done, unless prohibited by law. Any examinations or autopsies that we require will be done at Our Administrator's expense and by a physician.

DELAYED AND LOST BAGGAGE INSURANCE

Coverage under this Certificate is provided by:

TD Home and Auto Insurance Company ("Insurer") P.O. Box 1, TD Centre, Toronto, ON M5K 1A2

Claims administration and adjudication services are provided by:

Global Excel Management Inc. ("Administrator")
73 Queen Street, Sherbrooke, QC, J1M, QC9 Phone: 1-866-374-1129 or +1-416-977-4425

Section 1 - Introduction

Certificate of Insurance

Claims administration and adjudication services are provided by Global Excel Management Inc. The Certificate applies to the TD Aeroplan Visa Infinite Privilege Card, which will be referred to as a "TD Credit Card" or "Card" throughout the Certificate. TD Home and Auto Insurance Company ("TDH&A") provides the insurance for this Certificate under Master Policy #TDVB112008 (the "Policy") issued to The Toronto-Dominion Bank. This Certificate contains a clause which may limit the amount payable.

Section 2 - Summary of Benefits

Benefits

Maximum Benefit Payable

Delayed Baggage

\$1,000 per Covered Person per Trip

Lost Baggage

\$2,500 per Covered Person per Trip

Section 3 - Eligibility

Covered Person as defined provided that:

- Your Account privileges have not been terminated or suspended; and
- Your Account is not more than 90 days past due; and
- · Your TD Credit Card must be in Good Standing.

Section 4 - Definitions

In this *Certificate*, the following words and phrases shown in italics and capitalized have the meanings shown below. As *You* read through the *Certificate*, *You* may need to refer to this Section to ensure *You* have a full understanding of *Your* coverage, limitations and exclusions.

Account means the Primary Cardholder's TD Credit Card Account that the Bank maintains.

Account Holder means the *Primary Cardholder* to whom the monthly *Account* statement is issued and who is a resident of Canada, and any *Additional Cardholder* who is a resident of Canada. The *Account Holder* may be referred herein as "You" or "Your".

Additional Cardholder means a person to whom a TD Credit Card has been issued at the authorization of the *Primary Cardholder*.

Aeroplan Points mean the points awarded through the Aeroplan program which can be redeemed for rewards. *Aeroplan Points* have no monetary value.

Baggage Delay means a Covered Person's Checked Baggage is delayed by more than 4 hours from the Covered Person's time of arrival at the Final Destination.

Bank means The Toronto-Dominion Bank.

Certificate means this Certificate of Insurance.

Checked Baggage means suitcases or other containers specifically designated for carrying personal belongings, for which a baggage claim check has been issued to the *Covered Person* by a *Common Carrier*.

Common Carrier means any land, air, or water conveyance, which is licensed to carry passengers for compensation and which undertakes to carry all persons indifferently who may apply for passage, so long as there is room, and there is no legal excuse for refusal.

Covered Person means the Account Holder, Account Holder's Spouse or Dependent Children whose name is on the *Ticket*, or, if no name is on the *Ticket*, for whom a *Ticket* has been purchased.

Dependent Child(ren) mean(s) Your natural, adopted, or stepchildren who are:

- unmarried; and
- dependent on You for financial maintenance and support; and
 - under 21 years of age; or
 - under 25 years of age and attending an institution of higher learning, full time, in Canada; or
 - permanently, mentally and physically challenged and incapable of self-support.

Essential Items mean essential clothing and toiletries that the *Covered Person* was carrying in the baggage, which the *Covered Person* must replace during the period of *Baggage Delay*.

Final Destination means the away-from-home ticketed destination for any particular day of travel, as shown on *Your Ticket*.

Good Standing: An Account is in Good Standing if:

- the Primary Cardholder has applied for the Account;
- the Bank has approved and opened the Account;
- the Primary Cardholder has not advised the Bank to close the Account; and
- the Bank has not suspended or revoked credit privileges or otherwise closed the Account.

Primary Cardholder means a person who applied for a TD Credit Card, whose name is on the Account and to whom a TD Credit Card has been issued. A *Primary Cardholder* does not include an *Additional Cardholder*.

Spouse means:

- the person who the Account Holder is legally married to; or
- the person the Account Holder has lived with for at least 1 continuous year in the same household and publicly refers to as their partner.

Ticket means evidence of the fare paid for travel on a *Common Carrier* and at least 75% of the cost paid (1) by charge to *Your Account*, (2) by redemption of *Aeroplan Points*, or (3) by a combination of (1) and (2).

Our means TD Life Insurance Company.

Section 5 – Description of Insurance Coverage

A. Delayed Baggage

In the event of Baggage Delay, the Account Holder will be reimbursed for the cost to replace Essential Items provided those purchases are made before the baggage is returned to the Covered Person but in no event more than 96 hours after arriving at the Final Destination.

The total benefit payable in respect of subsection A is subject to a maximum of \$1,000 per Covered Person per Trip.

B. Lost Baggage

In the event the Common Carrier never locates the Covered Person's Checked Baggage, the Covered Person will be reimbursed for the portion of the replacement cost of lost personal property that is not paid by the Common Carrier or other insurance.

The total benefits payable in respect of subsection B is subject to a maximum of \$2,500 per Covered Person per Trip.

To activate coverage, use Your TD Credit Card to pay at least 75% of the *Ticket* cost. Coverage will be in force while baggage is in the custody of the *Common Carrier*.

Section 6 - Limitations and Exclusions

No coverage is provided for: Losses occurring when the Checked Baggage is delayed on a Covered Person's return home to their province or residence; expenses incurred more than 96 hours after arriving at the Final Destination shown on the Ticket; expenses incurred after the Checked Baggage is returned to the Covered Person; losses caused by or resulting from any criminal act by the Covered

Person; baggage not checked; baggage held, seized, quarantined or destroyed by customs or government agency; money; securities; credit cards and other negotiable instruments; *Tickets* and documents.

Section 7 - Termination of Coverage

Coverage terminates on the earliest of the following:

- 1. When Your Account is closed:
- 2. When Your Account is 90 or more days past due, but coverage is automatically reinstated when the Account is returned to Good Standing:
- 3. When the Policy is cancelled except that the Insurer will remain liable for the claim if the event giving rise to the claim occurred prior to the effective termination date and the claim is otherwise valid

Section 8 - How to Submit a Claim

The Account Holder must furnish the Insurer with proof of claim. This shall include a signed Loss report.

Who to Contact to Submit a Claim

a) Initial Notification – If You have incurred a claim covered under the Delayed/Lost Baggage Plan, You
must give notice by contacting Our Administrator within 45 days from the date of the occurrence of
the delay.

Call **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries between 8:00 a.m. and 8:00 p.m. ET, Monday to Friday.

The Covered Person will be asked to provide or, if writing, should provide:

- the name, address, and telephone number;
- the account number:
- the date, time and place of the occurrence of the delay or Loss; and
- · the amount of the claim.
- b) Written Proof Complete the Required Form
 - Request the Form: To request a claim form, call Our Administrator at 1-866-374-1129 (toll-free) from Canada or the U.S., or +1-416-977-4425 (collect) from other countries from 8 a.m. to 8 p.m. ET, Monday to Friday.
 - Time limit from date of event: If You are making a claim, You must send Our Administrator the
 appropriate claim forms, together with written proof of Loss (e.g., original invoices and Tickets)
 as soon as possible. In every case, You must submit Your completed claim form with required
 documentation within 90 days from the date of occurrence of the delay or Loss. Failure to
 provide the applicable documentation may invalidate Your claim.

Provide the information requested

The Loss report shall include but may not be limited to:

- a copy of the Ticket:
- a copy of the baggage claim *Ticket*:
- a copy of the Account charge receipt or TD Credit Card statement for the cost of the Ticket and/or proof of redemption;
- a copy of a statement from Your homeowner's or tenant's insurance carrier indicating the extent to which You have been reimbursed for any items permanently lost with Your baggage;
- itemized receipts for actual expenses incurred for essential clothing and toiletries;
- a written statement from the Common Carrier confirming all of the following specifics:
 - · date and time of delay or Loss;
 - date and time that baggage was returned, or if not returned, a statement of the amount of liability accepted by the Common Carrier, if any;
 - reason or circumstances surrounding the delay or Loss; and
 - any other information reasonably required by the Insurer.

What Claimant Can Expect from Insurer

Once We have approved the claim, We will notify You and payment will be made within 60 days after receipt of the required claim forms, documentation and written proof of Loss. If the claim has been denied, We will inform You of the claim denial reasons within 60 days after receipt of the required claim forms and written proof of Loss.

Section 9 - General Conditions

Conformance with Statutes

Any terms of this Policy which are in conflict with the applicable statutes, laws or regulations of the province or territory in which this Policy is issued are amended to conform to such statutes.

False Claim

If an Account Holder makes any claim knowing it to be false or fraudulent in any respect, such Account Holder shall no longer be entitled to the benefits of this protection nor to the payment of any claim made under the Policy.

Legal Action Limitation Period

Every action or proceeding against the Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta or British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act*, 2002 (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

Master Group Policy

This Certificate is a description of coverage provided by Policy #TDVB112008 issued to The Toronto-Dominion Bank. All terms and conditions of the Policy govern. In no event does possession of multiple certificates or TD Credit Cards entitle a Covered Person to benefits in excess of those described herein for any Loss sustained.

Other insurance

All of *Our* policies are excess insurance, meaning that any other sources of recovery *You* have will pay first, and this insurance policy will be the last to pay. The total benefits payable under all *Your* insurance, including this *Certificate*, cannot be more than the actual expenses for a claim. If a *Covered Person* is also insured under any other insurance certificate or policy, *We* will coordinate payment of benefits with the other insurer.

Subrogation with Respect to Lost Baggage

As a condition to the payment of any claim to an Account Holder under the Certificate, the Account Holder and/or any Covered Person shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the Loss. The Account Holder shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Account Holder and/or Covered Person

FLIGHT/TRIP DELAY INSURANCE

Coverage under this Certificate is provided by:

TD Home and Auto Insurance Company ("Insurer") P.O. Box 1, TD Centre, Toronto, ON M5K 1A2

Claims administration and adjudication services are provided by:

Global Excel Management Inc. ("Administrator")
73 Queen Street, Sherbrooke, QC J1M OC9 Phone: 1-866-374-1129 or +1-416-977-4425

Section 1 - Introduction

Certificate of Insurance

Claims administration and adjudication services are provided by Global Excel Management Inc. The Certificate below applies to the TD Aeroplan Visa Infinite Privilege Card, which will be referred to as a "TD Credit Card" throughout the Certificate. TD Home and Auto Insurance Company ("TDH&A") provides the insurance for this Certificate under Master Policy #TGV010 (the "Policy") issued to The Toronto-Dominion Bank. This Certificate contains a clause which may limit the amount payable.

How to contact Us:

You may contact Our Administrator by calling: 1-866-374-1129 (toll-free) from Canada or the U.S. or +1-416-977-4425 (collect) from other countries.

Section 2 - Summary of Benefits

Up to \$1,000 for reasonable expenses for meals and accommodation if your flight/trip is delayed for an eligible cause for 4 hours or more.

Section 3 - Eligibility

The Insured Person is eligible to be insured under this Certificate, if the Primary Cardholder has not advised the Policyholder to close the Account and/or the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account. The Account must be in Good Standing.

Section 4 - Definitions

In this *Certificate*, the following words and phrases shown in italics and capitalized have the meanings shown below. As *You* read through the *Certificate*, *You* may need to refer to this Section to ensure *You* have a full understanding of *Your* coverage, limitations and exclusions.

Account means the *Primary Cardholder's* TD Credit Card Account that the *Bank* maintains.

Account Holder means the *Primary Cardholder* to whom the monthly *Account* statement is issued, and who is a resident of Canada and any *Additional Cardholder* who is a resident of Canada. The *Account Holder* may be referred to herein using "You" and "Your".

Additional Cardholder means a person to whom a TD Credit Card has been issued at the authorization of the *Primary Cardholder*.

Aeroplan Points mean the points awarded through the Aeroplan program which can be redeemed for rewards. *Aeroplan Points* have no monetary value

Bank means The Toronto-Dominion Bank.

Certificate means this Certificate of Insurance.

Common Carrier means any licensed land, water or air conveyance operated by those whose occupation or business is transportation of persons or things without discrimination for hire. Common Carrier is extended to include any Airline having a Charter Air Carrier's Licence or its equivalent, provided it maintains regularly scheduled flights and publishes timetables and fares consistent with scheduled airline practices and provided the aircraft is limited to fixed-wing turbo-prop or jet aircraft. Rafts, amusement park rides, jet skis, balloons, ski lifts and hang-gliders are not considered to be a Common Carrier

Covered Trip means travel on a *Common Carrier*, the fare for which at least 75% has been charged to *Your Account and/or using Your Aeroplan Points*.

Dependent Children mean Your natural, adopted, or stepchildren who are:

- unmarried and
- dependent on You for financial maintenance and support; and
 - under 22 years of age; or
 - under 26 years of age and attending an institution of higher learning, full time, in Canada; or
 - mentally or physically handicapped.

Note: A Dependent Child does not include a child born while the child's mother is outside her province or territory of residence during the Covered Trip. The child will not be insured with respect to that trip.

Good Standing means:

- the Primary Cardholder has applied for the Account;
- the Bank has approved and opened the Account;
- the Primary Cardholder has not advised the Bank to close the Account: and
- the Bank has not suspended or revoked credit privileges or otherwise closed the Account.

Insured Person means the Account Holder, as well as the Account Holder's Spouse and Dependent Children whose name is on a Common Carrier ticket.

Primary Cardholder means a person who applied for a TD Credit Card, whose name is on the Account and to whom a TD Credit Card has been issued.

Spouse means:

- the person who the Account Holder is legally married to; or
- the person the Account Holder has lived with for at least 1 continuous year in the same household and publicly refers to as their partner.

We, Us and Our mean TD Home and Auto Insurance Company and/or Our Administrator.

Section 5 - Description of Insurance Coverage

In the event that a departure of a Common Carrier on a Covered Trip on which the Insured Person had arranged to travel is delayed for **4 hours** from the time specified in the itinerary supplied to the Insured Person, We will pay **up to \$1,000** for reasonable expenses for meals and accommodation while delayed and reasonable additional ground transportation expenses. Benefits payable are subject to the following:

- 1. Delay of a Common Carrier is caused by inclement weather, which means any severe weather condition that delays the scheduled arrival or departure of a Common Carrier; or
- Delay caused by equipment failure of a Common Carrier, which means any sudden, unforeseen breakdown in the Common Carrier's equipment that delays the scheduled arrival or departure of a Common Carrier: or
- 3. Delay due to an unforeseen strike or other job action by employees of a *Common Carrier*, which means any labour disagreement that delays the scheduled arrival or departure of a *Common Carrier*.

This coverage for Flight/Trip Delay does not include any loss caused directly and/or indirectly due to:

- An event which was made public or known to the *Insured Person* prior to the date the trip was booked:
- 2. Laws, regulations or orders issued or made by any government or Public Authority;
- 3. Strikes or labour disputes that existed or of which advanced warning had been given prior to the date the Covered Trip was booked:
- 4. Cancellation due to the withdrawal from service temporarily or permanently of any *Common Carrier* on the orders or recommendations of any Port Authority or the Aviation Agency of any similar body in any country; or
- 5. A bomb search or bomb threat.

The Flight/Trip Delay benefit is excess over any other insurance or indemnity (including any reimbursements by the *Common Carrier*) available to the *Insured Person*.

Section 6 - When Your Coverage Terminates

Your Coverage Terminates when:

Coverage for the *Primary Cardholder* under this *Certificate* will terminate on the earliest of the following dates:

- the date the Account is cancelled, closed or otherwise ceases to be in Good Standina:
- the date You cease to be eligible for coverage; and
- · the date the Group Policy terminates.

Coverage for an *Insured Person* other than the *Primary Cardholder* under this *Certificate* will terminate on the earliest of the following dates:

- the date coverage terminates for the Primary Cardholder; and
- the date the Insured Person ceases to be eligible for coverage.

No benefits will be paid under this Certificate for losses incurred after coverage has terminated.

Section 7 - How to Submit a Claim

If You have incurred a claim covered under the Flight/Trip Delay Insurance Certificate, You must give notice by contacting Our Administrator within 45 days from the date of the delay.

IMPORTANT NOTE: You must provide completed claim form with required supporting documentation, including the Loss Report, to *Our Administrator* as soon as possible, but no later than 90 days from the date of occurrence of the delay.

The Loss Report shall include but may not be limited to:

- a copy of the Common Carrier ticket:
- a copy of the Account charge receipt or TD Credit Card statement for the cost of the Common Carrier and/or proof of redemption;
- itemized receipts for actual expenses incurred for essential items and other expenses incurred as a result of Your Flight/Trip Delay:
- a written statement from the Common Carrier confirming the date and time of the Common Carrier delay;
- the reason or circumstances surrounding the delay: and
- · any other information reasonably required by Our Administrator.

Who to Contact to Submit a Claim:

A claim should always be reported within 45 days. You can get help 24 hours a day, 7 days a week by calling Our Administrator at **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries.

Complete the Required Form

- a) Request the Form: To request a claim form, call *Our Administrator* at **1-866-374-1129** (toll-free) or +1-416-977-4425 (collect) from 8 a.m. to 8 p.m. ET, Monday to Friday.
- b) Time limit from date of event: If You are making a claim, You must send Our Administrator the appropriate claim forms, together with written proof of loss (e.g., original invoices and tickets) as soon as possible. In every case, You must submit Your completed claim form with required documentation within 90 days from the date of the accident or the date the claim arises. Failure to provide the applicable documentation may invalidate Your claim.

What Claimant Can Expect from Insurer

Once We have approved the claim, We will notify You and payment will be made within 60 days after receipt of the required claim forms, documentation and written proof of loss. If the claim has been denied, We will inform You of the claim denial reasons within 60 days after receipt of the required claim forms and written proof of loss.

Section 8 - General Conditions

False Claim

If You or an Insured Person make a claim knowing it to be false or fraudulent in any respect, neither You nor the Insured Person will be entitled to the benefits of this coverage, nor to the payment of any claim under the Group Policy.

Group Policy

All benefits under this Certificate are subject in every respect to the Group Policy, which alone constitutes the agreement under which benefits will be provided. This Group Policy is issued to the Bank. The principal provisions of the Group Policy affecting *Insured Persons* are summarized in this Certificate. The Group Policy is on file at the office of the Bank. In no event does possession of multiple certificates or TD Credit Cards entitle an *Insured Person* to benefits in excess of those described herein.

Legal Action Limitation Period

Every action or proceeding against the Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta or British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act*, 2002 (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

Other insurance

All of *Our* coverages are excess insurance, meaning that any other sources of recovery *You* have will pay first, and this insurance policy will be the last to pay. The total benefits payable under all *Your* insurance, including this *Certificate*, cannot be more than the actual expenses for a claim. If an *Insured Person* is also insured under any other insurance certificate or policy, *We* will coordinate payment of benefits with the other insurer.

Right of Subrogation

There may be circumstances where another person or entity should have paid You for a loss but instead We paid You for the loss. If this occurs, You agree to co-operate with Us so We may demand payment from the person or entity who should have paid You for the loss. This may include:

- transferring to *Us* the debt or obligation owing to *You* from the other person or entity; or
- permitting Us to bring a lawsuit in Your name; or
- if You receive funds from the other person or entity, You will hold it in trust for Us; or
- acting so as not to prejudice any of *Our* rights to collect payment from the other person or entity. We will pay the costs for the actions We take.

AUTO RENTAL COLLISION / LOSS DAMAGE INSURANCE

Coverage under this Certificate is provided by:

TD Home and Auto Insurance Company ("Insurer") P.O. Box 1, TD Centre, Toronto, ON M5K 1A2

Claims administration and adjudication services are provided by:

Global Excel Management Inc. ("Administrator")
73 Queen Street, Sherbrooke, QC J1M 0C9 Phone: 1-866-374-1129 or +1-416-977-4425

Please note that in Alberta and British Columbia, Statutory Conditions are deemed to be part of every contract that includes insurance against loss or damage to property and said Statutory Conditions are included in the Policy.

Section 1 - Introduction

Certificate of Insurance

The Certificate below applies to the TD Aeroplan Visa Infinite Privilege Card, which will be referred to as a "TD Credit Card" throughout the Certificate. Please read this Certificate carefully. It outlines what Collision/Loss Damage Insurance is and what is covered along with the conditions under which a payment will be made when You rent and operate a rental vehicle but do not accept the Collision Damage Waiver ("CDW") or its equivalent offered by the Rental Agency. It also provides instructions on how to make a claim. This Certificate should be kept in a safe place and carried with You when You travel.

TD Home and Auto Insurance Company (referred to in this Certificate as the "Insurer"), provides the insurance for this Certificate under Policy #TDV092010 (referred to in this Certificate as the "Policy").

Our Administrator administers the insurance on behalf of TD Home and Auto Insurance Company, and provides claims assistance, claims payment and administrative services under the Group Policy.

This Certificate is not a contract of insurance. It contains only a summary of the principal provisions of the Policy.

All benefits are subject in every respect to the Policy which alone constitutes the Agreement under which payments are made. **This Certificate contains a clause which may limit the amount payable.**

This coverage may be cancelled, changed or modified at the option of the card issuer or the Insurer Company with at least 30 days written notice to the *Primary Cardholder*.

How to contact Us

You may contact our Administrator by calling: 1-866-374-1129 (toll-free) from Canada or the U.S., or +1-416-977-4425 (collect) from other countries.

Section 2 - Eligibility

Who is Eligible for Coverage?

Insured Persons as defined provided that:

- 1. Your Card Account privileges have not been terminated or suspended; and
- 2. Your Card Account is not more than 90 days past due.

Coverage Activation

For coverage to be in effect, You must:

- 1. Use Your TD Credit Card to pay for the entire rental from a Rental Agency.
- Decline the Rental Agency's CDW option or similar coverage offered by the Rental Agency on the rental contract. If there is no space on the vehicle rental contract for You to indicate that You have declined the coverage, then indicate in writing on the contract "I decline CDW provided by this merchant".
 - Rental vehicles which are part of prepaid travel packages are also covered if the total package was paid by Your TD Credit Card.
 - You are covered if You receive a "free rental" as a result of a promotion where You have had to
 make previous vehicle rentals and if each such previous rental was entirely paid for with Your
 TD Credit Card.
 - You are covered if You receive a "free rental" day(s) as a result of the Aeroplan program for the number of days of free rental (or similar TD Credit Card program). If the free rental day(s) are combined with rental days for which You pay the negotiated rate, this entire balance must be paid by Your TD Credit Card.
 - You are covered if Aeroplan Points are used to obtain the rental. If partial payment is paid using Your Aeroplan Points, the remaining balance of that rental must be paid using Your TD Credit Card in order to be covered.

Aeroplan Points or any other Frequent Flyer Plan Rewards Units

Under no circumstances will any benefit be payable in connection with the value of *Aeroplan Points* or frequent flyer plan rewards units that have been lost or wasted.

Section 3 - Definitions

In this *Certificate*, the following words and phrases shown in italics and capitalized have the meanings shown below. As *You* read through the *Certificate*, *You* may need to refer to this Section to ensure *You* have a full understanding of *Your* coverage, limitations and exclusions.

Account means the *Primary Cardholder*'s TD Credit Card Account that the *Bank* maintains.

Account Holder means the *Primary Cardholder* to whom the monthly *Account* statement is issued and who is a resident of Canada, and any *Additional Cardholder* who is a resident of Canada. The *Account Holder* may be referred herein as "You" or "Your".

Additional Cardholder means a person to whom a TD Credit Card has been issued at the authorization of the *Primary Cardholder*.

Aeroplan Points mean the points awarded through the Aeroplan program which can be redeemed for rewards. *Aeroplan Points* have no monetary value.

Bank means The Toronto-Dominion Bank.

Car Sharing means a car rental club, which gives its members 24-hour access to a fleet of cars parked in a convenient location.

Certificate means this Certificate of Insurance.

Good Standing means:

- the Primary Cardholder has applied for the Account;
- the Bank has approved and opened the Account;



- the Primary Cardholder has not advised the Bank to close the Account: and
- the Bank has not suspended or revoked credit privileges or otherwise closed the Account.

Insured Person means:

- 1. You the Account Holder who presents themselves in person at the Rental Agency, signs the rental contract, declines the Rental Agency's Collision Damage Waiver (CDW) or its equivalent and takes possession of the rental vehicle and who complies with the terms of this Policy.
- 2. Any other person who drives the same rental vehicle with Your permission whether or not such person has been listed on the rental vehicle contract or has been identified to the Rental Agency at the time of making the rental; however, You and all drivers must otherwise qualify under and follow the terms of the rental contract and must be legally licensed and permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used.

Important: Check with *Your* personal automobile insurer and the *Rental Agency* to ensure that *You* and all other drivers have adequate third-party liability, personal injury and damage to property coverage. This policy only covers loss or damage to the rental vehicle as stipulated herein.

Loss of Use means the amount paid to a *Rental Agency* to compensate it when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

Primary Cardholder means a person who has applied for a TD Credit Card, whose name is on the *Account* and to whom a TD Credit Card has been issued.

Rental Agency means an auto *Rental Agency* licensed to rent vehicles and which provides a rental agreement. Throughout this *Certificate* the terms "rental company" and "rental agency" refer to both traditional auto rental agencies and *Car Sharing* Programs.

Rental Agency's CDW means an optional Collision Damage Waiver ("CDW") or similar coverage offered by car rental companies that relieves renters of financial responsibility if the car is damaged or stolen while under rental contract. *Rental Agency's CDW* is not insurance.

Tax-free Car means a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback. The Collision/Loss Damage Insurance program will not provide coverage for *Tax-free Cars*.

Section 4 - Description of Insurance Coverage

Collision/Loss Damage Insurance at a Glance

- Only the Cardholder may rent a vehicle and decline the Rental Agency's CDW or an equivalent coverage offering. This coverage applies only to the Insured Person's personal and business use of the rental vehicle.
- · Your TD Credit Card must be in Good Standing.
- You must initiate and complete the entire rental transaction with the same TD Credit Card.
- The full cost of the rental must be charged to Your TD Credit Card to activate coverage.
- Coverage is limited to one rental vehicle at a time; i.e., if during the same period there is more
 than one vehicle rented by the Cardholder, only the first rental will be eligible for these benefits.
- The length of time You rent the same vehicle or vehicles must not exceed 48 consecutive days, which follow one immediately after the other. In order to break the consecutive day cycle, a full calendar day must exist between rental periods. If the rental period exceeds 48 consecutive days, coverage will not be provided from the first day onwards; e.g., coverage will not be provided for either the first 48 consecutive days or any subsequent days. Coverage may not be extended for more than 48 days by renewing or taking out a new rental agreement with the same or another Rental Agency for the same vehicle or another vehicle.
- Coverage is limited to loss/damage to, or theft of a rental vehicle only up to the rental vehicle's
 actual cash value plus valid Loss of Use charges.
- The Cardholder must decline on the rental contract the CDW option or its equivalent offered by the Rental Agency. (The Collision/Loss Damage Insurance coverage does not pay for the premium charged by the Rental Agency for the CDW offered by the Rental Agency.)
- Most vehicles are covered by the Policy. (A list of vehicles excluded from this coverage is outlined in the subection "Types of Vehicles Covered".)
- Collision/Loss Damage (CLD) Insurance provides coverage when You use Your TD Credit Card
 to pay for the full cost of a rental vehicle and decline the CDW (or an equivalent coverage)
 offered by the Rental Agency. There is no additional charge for the CLD Insurance. The coverage
 compensates You or a Rental Agency for loss/damages up to the actual cash value of the rented
 vehicle and valid Rental Agency Loss of Use charges when the conditions described below are met.
- · Coverage is available except where prohibited by law.
- Claims must be reported within 48 hours of the damage/loss occurring by calling 1-866-374-1129 (toll-free) from Canada or the U.S., or +1-416-977-4425 (collect) from other countries.

PLEASE READ THE FOLLOWING COVERAGE DESCRIPTION CAREFULLY FOR MORE DETAILED INFORMATION ON CONDITIONS AND EXCLUSIONS.

CLD Insurance is primary insurance (except for losses that may be waived or assumed by the *Rental Agency* or their insurer, and in such circumstances where local government insurance legislation states otherwise) which pays the amount for which *You* are liable to the *Rental Agency* up to the actual cash value of the damaged or stolen rental vehicle as well as valid *Loss of Use* charges resulting from damage or theft occurring while *You* are the renter of the rental vehicle.

The length of time You rent the same vehicle or vehicles must not exceed 48 consecutive days. If You rent the same vehicle or vehicles for more than 48 consecutive days, no coverage is provided for any part of your rental period.

Where Coverage is Available

This coverage is available on a 24-hour basis unless precluded by law or the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed (other than described in Section 5 – "Limitations and Exclusions", under #7). (See Section 9 – "Helpful Hints" for tips on locations where use of this coverage may be challenged and what to do when a *Rental Agency* makes the rental or return of a vehicle difficult.)

Types of Vehicles Covered

The types of rental vehicles covered include:

All cars, sport utility vehicles, and minivans (defined as vans made by an automobile manufacturer and classified by the manufacturer or a government authority as minivans made to transport a maximum of 8 people including the driver and which are used exclusively for the transportation of passengers and their luagage) except those excluded below.

Section 5 - Limitations and Exclusions

Collision/Loss Damage (CLD) Insurance does NOT include loss arising directly or indirectly from:

- 1. a replacement vehicle for which *Your* personal automobile insurance is covering all or part of the cost of the rental;
- 2. third-party liability;
- 3. personal injury or damage to property, except the rental vehicle itself or its equipment;
- 4. the operation of the rental vehicle at any time during which any *Insured Person* is driving while intoxicated or under the influence of any narcotic;
- 5. any dishonest, fraudulent or criminal act committed by any *Insured Person*;
- 6. wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;
- 7. operation of the rental vehicle in violation of the terms of the rental agreement except:
 - a) Insured Persons as defined, may operate the rental vehicle;
 - b) the rental vehicle may be driven on publicly maintained gravel roads;
 - c) the rental vehicle may be driven across provincial and state boundaries in Canada and the U.S. and between Canada and the U.S.

NOTE: It must be noted that loss/damage arising while the vehicle is being operated, as described in #7, is covered by this insurance. However, the *Rental Agency*'s third-party insurance will not be in force and, as such, *You* must ensure that *You* are adequately insured privately for third-party liability.

- 8. seizure or destruction under a quarantine or customs regulations or confiscated by order of any government or public authority;
- 9. transportation of contraband or illegal trade:
- 10. war; or civil unrest; or an act of war, whether declared or undeclared; or hostile or warlike action in time of peace or war; or willing participation in a riot or civil unrest; or rebellion; or revolution; or insurrection; or any service in the armed forces while on duty;
- 11. transportation of property or passengers for hire;
- 12. nuclear reaction, nuclear radiation, or radioactive contamination;
- 13. intentional damage to the rental vehicle by an *Insured Person*.

Vehicles that are NOT covered are:

- 1. vans, cargo vans or mini cargo vans (other than minivans as described above);
- 2. trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
- 3. limousines:
- 4. off-road vehicles meaning any vehicle used on roads that are not publicly maintained roads unless used to ingress and egress private property;
- 5. motorcycles, mopeds or motor bikes;
- 6. trailers, campers, recreational vehicles or vehicles not licensed for road use;
- 7. vehicles towing or propelling trailers or any other object;



- 8. mini-buses or buses:
- 9. any vehicle with a Manufacturer's Suggested Retail Price (MSRP), excluding all taxes, over eighty-five thousand dollars (\$85,000) Canadian, at the time and place of loss;
- 10. exotic vehicles, meaning vehicles such as Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce;
- 11. any vehicle which is either wholly or in part hand made, hand finished or has a limited production of under 2,500 vehicles per year;
- 12. antique vehicles, meaning a vehicle over 20 years old or which has not been manufactured for 10 years or more;
- 13. Tax-free cars.

Luxury vehicles such as BMW, Cadillac, Lincoln and Mercedes Benz are covered as long as they meet the above requirements.

Section 6 - When Coverage Terminates

There is NO Coverage when:

- 1. The Rental Agency reassumes control of the rental vehicle.
- 2. This Policy is cancelled.
- 3. Your rental period is more than 48 consecutive days, or Your rental period is extended for more than 48 consecutive days by renewing or taking out a new rental agreement with the same or another Rental Agency for the same vehicle or other vehicles.
- 4. Your TD Credit Card is cancelled or Card privileges are otherwise terminated.

Section 7 - In the Event of an Accident/Theft

- Within 48 hours, call Our Administrator at 1-866-374-1129 (toll-free) from Canada or the U.S., or +1-416-977-4425 (collect) from other countries. Our Administrator's representative will answer Your auestions and send You a claim form.
- Decide with the rental agent which one of You will make the claim.

If the rental agent decides to settle the claim directly, complete the accident report claim form and assign the right for the *Rental Agency* to make the claim on *Your* behalf on the claim form or other authorized forms. It is important to note that *You* remain responsible for the damage/loss and that *You* may be contacted in the future to answer inquiries resulting from the claims process. The rental agent may fax the required documentation to **+1-819-569-2814** (toll-free).

Original documentation may also be required in some instances. (If You have any questions, are having any difficulties, or would like the claims *Administrator* to be involved immediately, call the number provided above).

- If You will be making the claim, You must call the claims Administrator within 48 hours of the
 damage/theft having occurred. Your claim must be submitted with as much documentation, as
 requested by Our Administrator below, within 45 days of discovering the loss/damage. You will
 need to provide all documentation within 90 days of the date of damage or theft to the claims
 Administrator.
- The following claim documentation is required:
 - the claim form, completed and signed;
 - Your sales draft showing that the rental was paid in full with the TD Credit Card and/or proof
 of redemption:
 - the original copy of the vehicle rental agreement;
 - the accident or damage report, if available;
 - the itemized repair bill, or if not available, a copy of the estimate;
 - the receipt for paid repairs;
 - the police report, when available:
 - a copy of Your billing or pre-billing statement if any repair charges were billed to Your Account;
- Under normal circumstances, the claim will be paid within 15 days after the claims Administrator
 has received all necessary documentation. If the claim cannot be assessed on the basis of the
 information that has been provided, it will be closed.

After Our Administrator has paid Your claim, Your rights and recoveries will be transferred to the Insurer to the extent of Our Administrator's payment for the loss/damage incurred when the rental vehicle was Your responsibility. This means the Insurer will then be entitled, at its own expense, to sue in Your name. If the Insurer chooses to sue another party in Your name, You must give the Insurer all the assistance they may reasonably require to secure its rights and remedies. This may include providing Your signature on all necessary documents that enable the Insurer to sue in Your name.

Once You report damage, loss or theft, a claim file will be opened and will remain open for 6 months from the date of the damage or theft.

Payment will only be made on a claim or any part of a claim that is completely substantiated as required by the claims *Administrator* within 6 months of the date of loss/damage.

You should use due diligence and do all things necessary to avoid or reduce any loss or damage to property protected by this Collision/Loss Damage Insurance. If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the benefits of this protection, nor to the payment of any claim made under this Policy.

Section 8 - General Conditions

Legal Action Limitation Period

Every action or proceeding against the Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta or British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act*, 2002 (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

Section 9 - Helpful Hints

Before You rent a vehicle, find out if You are required to provide a deposit if You wish to decline the Rental Agency's CDW. If possible, select a Rental Agency which provides an excellent rate AND allows You to decline the CDW without having to make a deposit.

Rental Agencies in some countries may resist You declining their CDW coverage. These Rental Agencies may try to encourage You to take their coverage or to provide a deposit. If You experience difficulty using Your CLD Insurance coverage, please call 1-866-374-1129 (toll-free) from Canada or the U.S., or +1-416-977-4425 (collect) from other countries and provide:

- the name of the Rental Agency involved:
- the Rental Agency's address;
- the date of the rental:
- the name of the *Rental Agency* representative with whom *You* spoke, and *Your* rental contract number.

The Rental Agency will then be contacted and acquainted with the CLD Insurance coverage.

In certain locations, the law requires that *Rental* Agencies provide Collision Damage Coverage in the price of the vehicle rental. In these locations (and in Costa Rica or elsewhere where *Cardholders* may be required to accept CDW), the CLD Insurance will provide coverage for any required deductible provided that all the procedures outlined in the *Certificate* are followed and the *Rental Agency's* Deductible Waiver has been declined on the rental contract.

You will not be compensated for any payment You may have made to obtain the Rental Agency's CDW. Check the rental vehicle carefully for scratches or dents before and after You drive the vehicle. Be sure to point out where the scratches or dents are located to a Rental Agency representative.

If the vehicle has sustained damage of any kind, immediately phone one of the numbers provided and do not sign a blank sales draft to cover the damage and Loss of Use charges or, a sales draft with an estimated cost of repair and Loss of Use charges. The rental agent may make a claim on Your behalf to recover repair and Loss of Use charges by following the procedures outlined in Section 7 – "In the Event of an Accident/Theft".

PURCHASE SECURITY AND EXTENDED WARRANTY PROTECTION

Coverage under this Certificate is provided by:

TD Home and Auto Insurance Company ("Insurer") P.O. Box 1, TD Centre, Toronto, ON M5K 1A2

Claims administration and adjudication services are provided by:

Global Excel Management Inc. ("Administrator")
73 Queen Street, Sherbrooke, QC J1M OC9 Phone: 1-866-374-1129 or +1-416-977-4425

Section 1 - Introduction

Certificate of Insurance

The Certificate of Insurance ("Certificate") below applies to the TD Aeroplan Visa Infinite Privilege Card, which will be referred to as a "TD Credit Card" throughout the Certificate. **Note: This insurance is excess insurance**, meaning that any other sources of recovery *You* have will pay first, and this insurance policy will be the last to pay. For example, if *You're* covered under home insurance, *You* will be eligible for the amount of the deductible under this Certificate.

Claims administration and adjudication services are provided by Global Excel Management Inc. The terms of the TD Credit Card Purchase Security and Extended Warranty Protection Group Policy #TDVP112008 ("Group Policy") issued by TD Home and Auto Insurance Company ("Insurer") to The Toronto-Dominion Bank are described in this *Certificate*. Please note that in Alberta, Statutory Conditions are deemed to be part of every contract that includes insurance against loss or damage to property and said Statutory Conditions are included in the Group Policy.

Section 2 - Definitions

In this *Certificate*, the following words and phrases shown in italics and capitalized have the meanings shown below. As *You* read through the *Certificate*, *You* may need to refer to this Section to ensure *You* have a full understanding of *Your* coverage. limitations and exclusions.

Account means the Primary Cardholder's TD Credit Card Account that the Bank maintains.

Account Holder means the *Primary Cardholder* to whom the monthly *Account* statement is issued and who is a resident of Canada, and any *Additional Cardholder* who is a resident of Canada. The *Account Holder* may be referred herein as "You" or "Your".

Additional Cardholder means a person to whom a TD Credit Card has been issued at the authorization of the *Primary Cardholder*.

Insured Item means a new item of personal property (a pair or set being one item) for personal use for which at least 75% of the *Purchase Price* has been charged to the *Account of the Account Holder*.

Manufacturer's Warranty means an express written warranty issued by or on behalf of the manufacturer of the *Insured Item* at the point of sale at the time of purchase of an *Insured Item*. The *Manufacturer's Warranty* must be valid in Canada.

Primary Cardholder means a person who applied for a TD Credit Card, whose name is on the Account and to whom a TD Credit Card has been issued. A *Primary Cardholder* does not include an *Additional Cardholder*.

Purchase Price means the actual cost to the Account Holder of the Insured Item, including any applicable sales tax.

Spouse means:

- the person who the Account Holder is legally married to; or
- the person the Account Holder has lived with for at least 1 continuous year in the same household and publicly refers to as their partner.

Section 3 - Description of Insurance Coverage

a) Purchase Security

Purchase Security automatically protects most *Insured Items* purchased with the TD Credit Card for 120 days from purchase for all risk of direct physical loss or damage, except as herein provided, anywhere in the world, in excess of other applicable insurance. If the item is lost, stolen or damaged, it will be replaced or repaired, or the *Account Holder* will be reimbursed for the *Purchase Price*.

b) Extended Warranty Protection

- (i) Extended Warranty Protection automatically provides extended warranty coverage for Insured Items, such coverage to commence immediately following the expiry of the applicable Manufacturer's Warranty for an additional period equal to 2 times the period of the Manufacturer's Warranty coverage or 2 years, whichever is the lesser on most items purchased with the TD Credit Card as long as there is a Manufacturer's Warranty valid in Canada (automatic coverage is limited to warranties 5 years or less). Manufacturer's Warranties greater than 5 years are covered if registered with the Administrator within the first year after purchase of the item.
- (ii) To register an *Insured Item* with a warranty greater than 5 years for Extended Warranty Protection, the *Account Holder* must contact the *Administrator* and provide:
 - · a copy of the sales receipt;
 - · a Credit Card record of charge or Credit Card statement;
 - the serial number of the item, if available;
 - the original Manufacturer's Warranty valid in Canada; and
 - · a description of the product.

Section 4 - Policy Limits

There is a maximum aggregate lifetime benefit per Account Holder of \$60,000 for all TD Credit Cards of the Account Holder. The Account Holder will be entitled to receive no more than the full Purchase Price of the Insured Item as recorded on the Account receipt or Account statement. Claims for items belonging to a pair or set will be paid for at the Purchase Price of the pair or set provided the parts of

the pair or set are unusable individually and cannot be replaced individually. The Administrator, at its sole option, may elect to:

- Repair, rebuild or replace the item lost or damaged (whether wholly or in part), upon notifying the Account Holder of its intention to do so within 45 days following receipt of the required Loss Report; or
- b) Pay cash for said item, not exceeding the full *Purchase Price* thereof paid using the *Account* and subject to the exclusions, terms and limits of liability as stated in this *Certificate*.

Section 5 - Exclusions

Any loss or damage of any aspect of any product, device, or equipment to function properly as caused by any change in date will be excluded. This exclusion applies to Purchase Security and to Extended Warranty Protection.

Purchase Security

- (a) Coverage is not extended to loss or damage to the following:
 - 1. cash or its equivalent, travellers cheques, tickets and any negotiable instruments;
 - 2. art objects, bullion, rare or precious coins;
 - 3. perishables, animals or living plants;
 - 4. jewellery and watches in baggage unless carried by hand and under the personal supervision of the Account Holder or Account Holder's travelling companion previously known to the Account Holder:
 - 5. automobiles, motorboats, aircrafts, motorcycles, drones, motor scooters and other motorized vehicles, parts and accessories thereof;
 - 6. ancillary costs incurred in respect of an *Insured Item* and not forming part of the *Purchase Price*:
 - 7. parts and/or labour required as a result of mechanical breakdown;
 - 8. used and pre-owned items, including antiques and demos;
 - 9. any item purchased by and/or used for a business or commercial purpose:
 - 10. items consumed in use: and
 - 11 services
- (b) Loss or damage resulting from the following perils are excluded from coverage:
 - 1. abuse or fraud:
 - 2 flood or earthquake.
 - war, invasion, hostilities, rebellion, insurrection, terrorism, confiscation by authorities, contraband or illeaal activity:
 - 4. normal wear and tear;
 - 5. mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another);
 - 6. radioactive contamination;
 - inherent product defects;
 - 8. normal course of play;
 - 9. willful acts or omissions; and
 - 10. indirect, incidental or consequential damages, including bodily injury, property damage, economic loss, punitive or exemplary damages and legal costs are not covered.

Extended Warranty Protection

In addition to any exclusions which may be set out in the Manufacturer's Warranty, this Certificate does not cover:

- 1. wear and tear, gradual reduction in operating performance, negligence, misuse and abuse;
- 2. automobiles, motor boats, aircraft, motorcycles, drones, motor scooters and other motorized vehicles and parts and accessories thereof;
- 3. willful acts or omissions and improper installation or alteration;
- 4. ancillary costs:
- 5. used or pre-owned items, including demos:
- 6. any item purchased by and/or used for a business or commercial purpose; and
- consequential damages, including bodily injury, property damages, economic loss, punitive or exemplary damages and legal costs are not covered;
- 8. inherent product defects.

Section 6 - How to Submit a Claim

Who to Contact to Submit a Claim

To submit a claim, please contact *Our Administrator* at **1-866-374-1129** (toll-free) or **+1-416-977-4425** (collect) between 8:00 a.m. and 8:00 p.m. ET, Monday to Friday.

Provide the Information requested:

(a) Initial Notification

If You have incurred a loss covered under the Purchase Security or Extended Warranty Protection, You must give notice by contacting the Administrator within 45 days from the date of loss or damage.

The Account Holder will be asked to provide or, if writing, should provide:

- the name, address and telephone number;
- the Account number used to purchase the Insured Item:
- the description of the Insured Item: and
- the date, place, amount and cause of the loss or damage.

(b) Written Proof

(i) Purchase Security

A Loss Report will be mailed by the *Administrator*. Complete in full, sign and return within 90 days from the date of loss or damage. The Loss Report shall include but may not be limited to:

- a copy of the Account charge receipt and/or Account statement;
- a copy of the store receipt;
- the serial number of the *Insured Item* (where applicable); and
- any other information reasonably required by the Administrator such as a police or insurance claim report.

(ii) Extended Warranty Protection

You must report the claim information as detailed above prior to proceeding with the repair or replacement. The Administrator will:

- 1. Authorize the repair, if appropriate; and
- 2. Ask the Account Holder to:
 - return the Insured Item to the manufacturer's service dealer as specified on the Manufacturer's Warranty;
 - have the authorized dealer contact the Insurer: and
 - if repairable, pay for the repair and submit:
 - a copy of the Account charge receipt and/or Account statement;
 - · a copy of the paid repair invoice;
 - · a copy of the store receipt;
 - the serial number of the Insured Item; and
 - a copy of the Manufacturer's Warranty.

In the event that the damaged *Insured Item* is not repairable, submit all applicable information to the *Administrator* as outlined above. The *Administrator* may require the *Account Holder*, at the *Account Holder*'s expense, to send the damaged *Insured Item* to an address designated by the *Administrator*.

If the claim is made in respect of an *Insured Item* which is a gift, the claim may be made by the *Account Holder* or the recipient of the gift subject to compliance with the terms and conditions of the *Certificate*.

Section 7 - When Your Coverage Terminates

This coverage terminates on the earliest of the following:

- a) When Your Account is closed:
- b) When Your Account is 90 or more days past due but coverage is automatically reinstated when the Account is returned to good standing; and
- c) The date the Group Policy terminates.

Section 8 - General Conditions

Benefits Account Holder Only

This protection provided by the Purchase Security and Extended Warranty Protection Plans shall inure to the benefit of the *Account Holder*. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits.

Currency

All amounts shown are in Canadian currency.

Due Diligence

The Account Holder shall use due diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the Master Policy. Where damage or loss is due to a malicious act, burglary, robbery, theft or attempt thereat, or is suspected to be so due, the Account Holder shall give immediate notice to the police or other authorities having jurisdiction. The Insurer will require evidence of such notice with the Loss Report prior to settlement of a claim.

False Claim

If an Account Holder makes any claim knowing it to be false or fraudulent in any respect, such Account Holder shall no longer be entitled to the benefits of this protection or to the payment of any claim made under the Master Policy.

Group Policy

All benefits under this *Certificate* are subject in every respect to the Group Policy, which alone constitutes the agreement under which benefits will be provided. This Group Policy is issued to the *Bank*. The principal provisions of the Group Policy affecting *Account Holders* are summarized in this Certificate. The Group Policy is on file at the office of the *Bank*.

Legal Action Limitation Period

Every action or proceeding against the Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta or British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act*, 2002 (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

Other insurance

All of *Our* coverages are excess insurance, meaning that any other sources of recovery *You* have will pay first, and this insurance policy will be the last to pay. The total benefits payable under all *Your* insurance, including this *Certificate*, cannot be more than the actual expenses for a claim. If an *Account Holder* is also insured under any other insurance certificate or policy, *We* will coordinate payment of benefits with the other insurer.

Subrogation

Following the Insurer's payment of an Account Holder's claim or loss or damage, the Insurer shall be subrogated to the extent of the cost of such payment, to all rights and remedies of the Account Holder against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the name of the Account Holder. The Account Holder shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Account Holder.

EMERGENCY TRAVEL ASSISTANCE SERVICES

Emergency Travel Assistance Services is provided by:

Global Excel Management Inc. ("Administrator")
73 Queen Street, Sherbrooke, QC J1M OC9 Phone: 1-800-871-8334 or +1-416-977-8297

Provided by Our Administrator under a service agreement with TD Life Insurance Company ("TD Life").

This is not an insurance benefit but assistance services only.

This is a service provided by Our Administrator.

The Emergency Travel Assistance Services below applies to the TD Aeroplan Visa Infinite Privilege Card, which will be referred to as a "TD Credit Card" throughout.

Description of Emergency Travel Assistance Services

Multilingual Assistance Coordinators are on call 24 hours a day. *Our Administrator*'s Assistance Coordinators are supported by a network of medical professionals, including physicians experienced in emergency medical assistance.

For Emergency Assistance 24 hours a day, call *Our Administrator* at **1-800-871-8334** (toll-free) from Canada or the U.S., or **+1-416-977-8297** (collect) from other countries.

Section 1 - Definitions

Account means the *Primary Cardholder*'s TD Credit Card Account that the *Bank* maintains.

Account Holder means the *Primary Cardholder* to whom the monthly *Account* statement is issued, and who is a resident of Canada and any *Additional Cardholder* who is resident of Canada. The *Account Holder* may be referred to herein using "You" and "Your".

Bank means The Toronto-Dominion Bank.

Primary Cardholder means a person who applied for a TD Credit Card, whose name is on the *Account* and to whom a TD Credit Card has been issued.

Additional Cardholder means a person to whom a TD Credit Card has been issued at the authorization of the *Primary Cardholder*.

Our means TD Life Insurance Company.

Section 2 – Medical Assistance Services Medical Referrals

Medical Referrals

If a medical emergency arises while travelling, You can contact Our Administrator's Emergency Assistance Centre and You will be referred to the nearest designated physician or medical facility.

Medical Consultation and Monitoring

Our Administrator's network of medical professionals is available 24 hours a day, 365 days a year, to consult with Your attending physician to ensure that Your medical needs are being met. Our Administrator's network of medical professionals is experienced in working with physicians outside of Canada to determine the adequacy of care being received and the need for further assistance.

Medical Transportation

When Our Administrator, in consultation with its network of medical professionals and in conjunction with Your attending physician, determines that a transfer to another medical facility is necessary, Our Administrator will coordinate all aspects of the transport to and from the hospital and airport, at the point of departure and arrival. Our Administrator's Assistance Coordinators will arrange for qualified medical accompaniment, if necessary.

Neither the Bank, TD Life or any other insurer, nor Our Administrator is responsible for the availability, quality or results of any medical treatment You receive or fail to receive for any reason.

Section 3 – Payment Assistance

Our Administrator can assist You in arranging or coordinating payment to emergency medical or hospital service providers. Full liability for payment of these services will rest with You.

Section 4 - Travel Assistance Services

You are fully liable for repaying the following services that are charged to Your TD Credit Card.

Legal Assistance

Our Administrator can assist You to post bail and pay legal fees, if necessary.

Emergency Cash Transfer

In the event of theft, loss or emergency, *Our Administrator* can assist *You* to obtain cash which will be charged to *Your* TD Credit Card.

Lost Document and Ticket Replacement

In the event of theft or loss, *Our Administrator* can assist *You* to replace the necessary travel documents or tickets.

Lost Luggage Assistance

In the event of theft or loss, *Our Administrator* can assist *You* to locate or replace luggage and personal effects

Account Holders are also eligible for Delayed and Lost Baggage Insurance; however, this coverage is entirely separate (see Your Delayed and Lost Baggage certificate of insurance).

Translation Services

Our Administrator can provide immediate translation services in an emergency situation.

Our Administrator will make a good faith effort to provide these services, however, it has no liability to You if local laws, insurrection, epidemic, unavailability of health care providers, strikes, severe weather, geographic inaccessibility or other factors beyond their control delay, interfere or prevent the provision of these services.

MOBILE DEVICE INSURANCE

Coverage under this Certificate is provided by:

American Bankers Insurance Company of Florida 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9 Phone: 1-800-859-0694

This Certificate of Insurance contains a clause which may limit the amount payable.

The coverage outlined in this Certificate of Insurance is effective November 8, 2020, and is provided to eligible TD Aeroplan Visa Infinite Privilege *Cardholders*. Refer to the Definitions Section below or to the paragraph following this one for the meanings of all capitalized and italicized terms.

Mobile Device Insurance is underwritten by American Bankers Insurance Company of Florida

(the "Insurer") under Group Policy No. **TDA112020** (the "Policy") issued by the Insurer to The Toronto-Dominion Bank (the "Policyholder"). The Insurer, its subsidiaries, and affiliates carry on business in Canada under the trade name of Assurant®. Assurant® is a registered trademark of Assurant. Inc.

The terms, conditions and provisions of the *Policy* are summarized in this Certificate of Insurance, which is incorporated into and forms part of the *Policy*. Mobile Device Insurance benefits are subject in every respect to the *Policy*, which alone constitutes the agreement under which benefits will be provided. *You* or a person making a claim under this Certificate of Insurance may request a copy of the *Policy* and/or copy of *Your* application for this insurance (if applicable) by writing to the *Insurer* at the address shown below.

American Bankers Insurance Company of Florida's head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

Claim payment and administrative services are arranged and/or provided by the *Insurer*.

In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

Section 1 - Definitions

The following words and phrases, shown capitalized and italicized in this Certificate of Insurance, have the meanings shown below. You may need to refer to this Section to ensure You have a full understanding of Your coverage, limitations and exclusions.

Accidental Damage means damage caused by an unexpected and unintentional external event such as drops, cracks, and spills that occur during normal daily usage of the *Mobile Device* as the manufacturer intended.

Account means the *Primary Cardholder's* TD Aeroplan Visa Infinite Privilege Card account, which must be in Good Standing with the *Policyholder*.

Additional Cardholder means a natural person resident in Canada to whom a TD Aeroplan Visa Infinite Privilege Card has been issued at the authorization of the *Primary Cardholder*.

Cardholder means the *Primary Cardholder* and any *Additional Cardholder*. The *Cardholder* may be referred to as "You" or "Your".

Dollars and \$ mean Canadian dollars.

Good Standing means, with respect to an Account, that the *Primary Cardholder* has not advised the *Policyholder* to close it or the *Policyholder* has not suspended or revoked credit privileges or otherwise closed the *Account*

Household Member means a spouse, parents, stepparents, grandparents, grandchildren, in-laws, natural or adopted children, stepchildren, brothers, sisters, stepbrothers and stepsisters whose permanent residence and address is the same as the *Cardholder*.

Mobile Device means a new or, if purchased directly from an original equipment manufacturer or *Provider*, a refurbished cellular phone, smartphone or tablet (portable single-panel touchscreen computer), which has Internet-based and/or wireless communication capabilities, and which has not been purchased by a business and/or used for business or for commercial purposes.

Mysterious Disappearance means the vanishing of a *Mobile Device* which cannot be explained, i.e., there is an absence of evidence of a wrongful act of another person.

Other Insurance means all other applicable valid insurance, indemnity, warranty, or protection available to the *Cardholder* in respect of a loss subject to a claim under this Certificate of Insurance, including group and individual insurance, credit card coverage (whether group or individual), and any other reimbursement plans.

Plan means a fixed-term contract offered by a wireless service *Provider*.

Primary Cardholder means a natural person, resident of Canada, whose name is on the Account and to whom a TD Aeroplan Visa Infinite Privilege Card has been issued. A *Primary Cardholder* does not include an *Additional Cardholder*.

Provider means a Canadian wireless service Provider.

Purchase Price means the portion of the *Total Cost* paid and charged to the *Account* if purchasing a *Mobile Device* outright, or the *Total Cost* the *Cardholder* will pay if funding the purchase of a *Mobile Device* through a *Plan*.

Total Cost means the cost of a *Mobile Device*, including any applicable taxes, and less any Trade-In Credit(s) and costs for fees associated with the *Mobile Device* purchased such as insurance premiums, customs duty, delivery and transportation costs, or similar costs or fees.

Trade-In Credit(s) mean(s) an in-store credit or certificate issued by a retailer or *Provider* to the *Cardholder* when the *Cardholder* trades-in an old mobile device.



Section 2 - Coverage

A. ELIGIBILITY

You are eligible for Mobile Device Insurance when You purchase a *Mobile Device* anywhere in the world, and You:

- a) charge at least 75% of the Total Cost to Your Account. If the Mobile Device is equipped with cellular data technology, You must also activate Your Mobile Device with a Provider; or
- b) charge any portion of the Total Cost that is required to be paid up-front to Your Account, fund the balance of the Total Cost through a Plan, and charge all monthly wireless bill payments to Your Account for the duration of Your Plan; or
- c) fund the Total Cost through a Plan and charge all the monthly wireless bill payments to Your Account for the duration of the Plan.

B. COVERAGE PERIOD

Mobile Device coverage takes effect on the later of:

- a) 30 days from the date of purchase of Your Mobile Device; and
- b) the date the first monthly wireless bill payment is charged to Your Account.

Mobile Device coverage ends on the earlier of:

- a) two years from the date of purchase;
- b) the date ONE monthly wireless bill payment was not charged to Your Account, if You are funding the Total Cost of Your Mobile Device through a Plan;
- c) the date the Account ceases to be in Good Standing; and
- d) the date You cease to be eligible for coverage.

C. BENEFITS

If a Mobile Device is lost, stolen or suffers mechanical breakdown or Accidental Damage, You will be reimbursed the lesser of its repair or replacement cost, not exceeding the depreciated value[†] of Your Mobile Device at date of loss, less the deductible^{††}, to a maximum of \$1,500, subject to the Limitations and Exclusions below.

- [†] The depreciated value of Your Mobile Device at date of loss is calculated by deducting from the Purchase Price of Your Mobile Device the depreciation rate of 2% for each completed month from the date of purchase.
- ^{††} The amount of the deductible is based on the Total Cost of Your Mobile Device less any applicable taxes, as determined from the following table:

Total Cost (Less Taxes)	Applicable Deductible
\$0 - \$200	\$25
\$200.01 - \$400	\$50
\$400.01 - \$600	\$75
\$600.01 or more	\$100

For example: If You purchase a *Mobile Device* for a *Purchase Price* of \$800 (\$700 + \$100 in applicable taxes) on May 1, and file a claim on January 21 of the following year, the maximum reimbursement will be calculated as follows:

1) Calculation of the depreciated value of Your Mobile Device:

Purchase Price	\$800
Less depreciation cost (2% × 8 months × \$800)	<u>- \$128</u>
Depreciated value	\$672

2) Calculation of the maximum reimbursement:

Depreciated value	\$672
Less deductible (based on Total Cost)	<u>- \$100</u>
Maximum reimbursement	\$572

In the event You file a valid repair claim and the cost of repair is \$500, including applicable taxes, upon approval of Your claim, the maximum reimbursement available to You will be \$500. In the event Your Mobile Device is lost or stolen and, upon approval of Your claim, You purchase a replacement Mobile Device for a price of \$800 including applicable taxes, the maximum reimbursement available to You will be \$572.

A replacement *Mobile Device* must be of the same make and model as the original *Mobile Device*, or in the event the same make and model is not available, of like kind and quality with comparable features and functionality as the original *Mobile Device*.

All claims are subject to the terms, conditions, and Limitations and Exclusions set out in this Certificate of Insurance.

D. LIMITATIONS AND EXCLUSIONS

This coverage complements but does not replace the manufacturer's warranty or warranty obligations.

This coverage does, however, provide certain additional benefits for which the manufacturer may not provide coverage. Parts and services covered by the manufacturer's warranty and warranty obligations are the responsibility of the manufacturer only.

If You have one or more Account providing Mobile Device Insurance, the maximum number of claims under all Your Accounts is limited to one claim in any 12 consecutive month period and two claims in any 48 consecutive month period.

Mobile Device Insurance does not cover:

- accessories, whether included with Your Mobile Device in the original manufacturer's package or purchased separately:
- 2) batteries;
- 3) Mobile Devices purchased for resale, professional or commercial use;
- 4) used, previously owned Mobile Devices;
- refurbished Mobile Devices (unless provided as a replacement for Your Mobile Device under the manufacturer's warranty or purchased directly from an original equipment manufacturer or Canadian Provider);
- 6) Mobile Devices that have been modified from their original state;
- Mobile Devices being shipped, until received and accepted by You in new and undamaged condition; and
- 8) Mobile Devices stolen from baggage unless such baggage is hand-carried under the personal supervision of the Cardholder or the Cardholder's travelling companion with the Cardholder's knowledge.

No benefits are payable for:

- 1) losses or damage resulting directly or indirectly from:
 - a) fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, *Mysterious Disappearance* or inherent product defects;
 - b) power surges, artificially generated electrical currents or electrical irregularities;
 - any occurrence that results in catastrophic damage beyond repair, such as the device separating into multiple pieces;
 - d) cosmetic damage that does not affect functionality;
 - e) software, cellular/wireless service provider or network issues; or
 - f) theft or intentional or criminal acts by the Cardholder or Household Members; and
- incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

E. GIFTS

Mobile Devices given as gifts are covered under the Mobile Device coverage provided all eligibility requirements are met. In the event of a claim, You, not the recipient of the gift, must make the claim for benefits.

F. OTHER INSURANCE

Mobile Device Insurance benefits are in excess of all *Other Insurance* available to *You* in respect of the *Mobile Device* subject to the claim.

The Insurer will be liable only:

- for the amount of loss or damage over the amount covered under such Other Insurance and for the amount of any applicable deductible; and
- if all such Other Insurance has been claimed under and exhausted, and further subject to the terms and Limitations and Exclusions set out herein.

This coverage will not apply as contributing insurance notwithstanding any provision in any *Other Insurance*.

G. HOW TO MAKE A CLAIM

PRIOR to proceeding with any action or repair services or replacement of the *Mobile Device*, You must first obtain the *Insurer's* approval.

Failure to do so will make Your claim ineligible.

Immediately after a loss or an occurrence which may lead to a loss covered under Mobile Device Insurance occurs, but in no event later than 30 days from the date of loss, *You* must contact the Insurer by calling **1-800-859-0694** between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday to obtain a claim form.

To file a claim online, please visit cardbenefits.assurant.com

In the event of loss or theft, You must notify Your Provider to suspend Your wireless services within 48 hours of the date of loss. In addition, in the event of theft, You must also notify the police within seven days of the date of loss.

You must submit a completed claim form containing the time, place, cause and amount of loss, and provide documentation to substantiate Your claim including:

- the original sales receipt detailing or similar document detailing the date, description of Your Mobile Device, and any pay upfront amounts and trade-in credits;
- 2) a copy of your Wireless Service Agreement or similar document indicating the date, a description of Your Mobile Device and the non-subsidized retail cost of *Your Mobile Device*;
- 3) the date and time you notified Your Provider of loss or theft;
- 4) a copy of the original manufacturer's warranty (for mechanical failure claims);
- 5) a copy of the written repair estimate (for mechanical failure and Accidental Damage claims);
- 6) if You purchased Your Mobile Device outright, Your Account statement showing the Purchase Price; if Your Mobile Device was funded through a Plan, Your Account statement showing any portion of the Total Cost paid up-front, if applicable, and credit card statements for up to 12 months immediately preceding the date of loss showing Your monthly wireless bill charged to Your Account;
- 7) a copy of any document detailing any *Other Insurance* benefits or protection and reimbursements received for this occurrence;
- 8) a police report, fire loss report, or other report of the occurrence of the Accidental Damage, loss or theft of Your Mobile Device.

You must obtain a written estimate of the cost to repair Your Mobile Device by a repair facility authorized by the original Mobile Device manufacturer. At its sole discretion, the Insurer may ask You to return, at Your own expense, the damaged item on which a claim is based to the Insurer in order to support Your claim.

Section 3 – General Provisions and Statutory Conditions

Unless otherwise expressly provided herein or in the *Policy*, the following general provisions apply to the benefits described in this Certificate of Insurance.

A. SUBROGATION

As a condition to the payment of any claim to a *Cardholder*, the *Cardholder* shall, upon request, transfer or assign to the *Insurer* all legal rights against all other parties for the loss. The *Cardholder* shall give the Insurer all such assistance as the *Insurer* may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the *Cardholder*.

B. TERMINATION OF INSURANCE

All coverage under this Certificate of Insurance terminates on the earlier of:

- a) the date the Account is cancelled or closed: and
- b) the date the Policy terminates.

No benefits will be paid for any loss incurred after coverage under this Certificate of Insurance has terminated, unless otherwise specified or agreed.

C. DUE DILIGENCE

The Cardholder shall use diligence and do all things reasonable to avoid or diminish any loss under the Policy.

D. NOTICE AND PROOF OF CLAIM

Written notice of claim must be given to the *Insurer* as soon as reasonably possible after a claim occurs, but in all events provided within 90 days from the date on which loss occurred. Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after 1 year, *Your* claim will not be paid.

E. PAYMENT OF CLAIM

Benefits payable under the *Policy* will be paid upon receipt of full written proof, as determined by the *Insurer*.

F. LEGAL ACTION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*, *Limitations Act* or other applicable legislation in *Your* province or territory.

G. FALSE CLAIM

If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the

benefit of coverage under the Policy, nor to the payment of any claim made under the Policy.

H. IF YOU HAVE A CONCERN OR COMPLAINT

If You have a concern or complaint about Your coverage, please call the *Insurer* at **1-800-859-0694**. The *Insurer* will do its best to resolve *Your* concern or complaint. If for some reason the *Insurer* is unable to do so to *Your* satisfaction, *You* may pursue the concern or complaint in writing to an independent external organization. *You* may also obtain detailed information for the *Insurer*'s resolution process and the external recourse either by calling the *Insurer* at the number listed above or at: www.assurant.ca/customer-assistance

I. PRIVACY

The Insurer may collect, use, and share personal information provided by You to the Insurer, and obtained from others with Your consent, or as required or permitted by law. The Insurer may use the information to serve You as a customer and communicate with You. The Insurer may process and store Your personal information outside Your province in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer's privacy policy by calling 1-888-778-8023 or from their website: www.assurant.ca/privacy-policy. If You have any questions or concerns regarding the privacy policy, the purposes and means for which Your information is being collected, Your rights, Your options for refusing or withdrawing Your consent to the use of Your personal information, You may call the Insurer at the number listed above.

HOTEL/MOTEL BURGLARY INSURANCE

Coverage under this Certificate is provided by:

American Bankers Insurance Company of Florida
5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9 Phone: 1-800-859-0694

This Certificate of Insurance contains a clause which may limit the amount payable.

The coverage outlined in this Certificate of Insurance is effective November 8, 2020, and is provided to eligible TD Aeroplan Visa Infinite Privilege *Cardholders*. Refer to the Definitions Section below or to the paragraph following this one for the meanings of all capitalized and italicized terms.

Hotel/Motel Burglary Insurance is underwritten by American Bankers Insurance Company of Florida (the "Insurer") under Group Policy No. **TDA112020** (the "Policy") issued by the Insurer to The Toronto-Dominion Bank (the "Policyholder"). The Insurer, its subsidiaries, and affiliates carry on business in Canada under the trade name of Assurant®. Assurant® is a registered trademark of Assurant, Inc.

The terms, conditions and provisions of the *Policy* are summarized in this Certificate of Insurance, which is incorporated into and forms part of the *Policy*. Hotel/Motel Burglary Insurance benefits are subject in every respect to the *Policy*, which alone constitutes the agreement under which benefits will be provided. You or a person making a claim under this Certificate of Insurance may request a copy of the *Policy* and/or copy of Your application for this insurance (if applicable) by writing to the *Insurer* at the address shown below. American Bankers Insurance Company of Florida's head office is located at 5000 Yonge Street,

American Bankers Insurance Company of Florida's head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

Claim payment and administrative services are arranged and/or provided by the *Insurer*.

In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

Section 1 - Definitions

The following words and phrases, shown capitalized and italicized in this Certificate of Insurance, have the meanings shown below. You may need to refer to this Section to ensure You have a full understanding of Your coverage, limitations and exclusions.

Account means the *Primary Cardholder's* TD Aeroplan Visa Infinite Privilege Card account, which must be in Good Standing with the *Policyholder*.

Additional Cardholder means a natural person resident in Canada to whom a TD Aeroplan Visa Infinite Privilege Card has been issued at the authorization of the *Primary Cardholder*.

Cardholder means the *Primary Cardholder* and any *Additional Cardholder*. The *Cardholder* may be referred to as "You" or "Your".

Check In means the moment the Cardholder registers at the Hotel/Motel.

Check Out means the moment the *Cardholder* vacates the *Hotel/Motel* room and pays the cost incurred for the duration of the stay.

Dependent Children mean the *Cardholder*'s unmarried natural, adopted or stepchildren who are dependent on the *Cardholder* for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full time attendance at a recognized institution of higher learning in Canada. *Dependent Child(ren)* also include(s) children 21 years of age or over who are permanently mentally or physically challenged and incapable of self-support.

Dollars and \$ mean Canadian dollars.

Good Standing means, with respect to an Account, that the *Primary Cardholder* has not advised the *Policyholder* to close it or the *Policyholder* has not suspended or revoked credit privileges or otherwise closed the Account.

Hotel/Motel means an establishment located in Canada or the United States that provides lodging for the general public, and usually meals, entertainment, and various personal services. *Hotel/Motel* does not include a privately-owned residence offered for rental through an online marketplace service, or other similar online service.

Insured Person means a Cardholder and, when travelling with the Cardholder, the Cardholder's Spouse, Dependent Children, and parents residing with the Cardholder.

Other Insurance means all other applicable valid insurance, indemnity, warranty, or protection available to the *Cardholder* in respect of a loss subject to a claim under this Certificate of Insurance, including group and individual insurance, credit card coverage (whether group or individual), and any other reimbursement plans.

Primary Cardholder means a natural person, resident of Canada, whose name is on the Account and to whom a TD Aeroplan Visa Infinite Privilege Card has been issued. A *Primary Cardholder* does not include an *Additional Cardholder*.

Spouse means the person who is legally married to the *Cardholder* or the person who has been living with the *Cardholder* for a continuous period of at least 1 year and is publicly represented as the *Cardholder's Spouse*.

Section 2 - Coverage

A. ELIGIBILITY

You are eligible for Hotel/Motel Burglary Insurance coverage when You charge at least 75% of the total cost of the Hotel/Motel room to Your Account and/or paid for using Your Aeroplan Points.

B. COVERAGE PERIOD

Hotel/Motel Burglary Insurance coverage is in effect for the period of time between *Check In* and *Check Out*, and ends on the earlier of:

- 1) the date the Account ceases to be in Good Standing; and
- 2) the date the *Insured Person* ceases to be eligible for coverage. No benefits will be paid for losses incurred after coverage has ended, unless otherwise specified and agreed.

C. BENEFITS

Hotel/Motel Burglary Insurance coverage protects the *Insured Person* from theft of most items of personal property from a *Hotel/Motel* room where there is evidence of forceful entry. The maximum benefit payable per occurrence for all *Insured Persons* is \$2,500, in excess of *Other Insurance* and/or payments made by the *Hotel/Motel*.

D. EXCLUDED ITEMS

Hotel/Motel Burglary Insurance does not cover the following items:

- 1) cash:
- 2) travellers cheques;
- 3) securities;
- 4) credit cards or any other negotiable instruments;
- 5) tickets and
- 6) documents.

E. HOW TO MAKE A CLAIM

You MUST give immediate notice to the police or other authorities having jurisdiction upon discovery of a loss.

To obtain a claim form in order to present a claim, notify the *Insurer* as soon as reasonably possible, but in no event later than 45 days from the date of loss, by calling **1-800-859-0694** from Canada and the United States between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday. To file a claim online, please visit **cardbenefits.assurant.com**. *You* must maintain original copies of all documents required.

You will be required to complete a claim form and include copies of the

TD Aeroplan Visa Infinite Privilege charge slip or transaction confirmation, Account statement, a written statement from the Hotel/Motel confirming the date, time and details of the loss, police

report, payout documentation from the *Hotel/Motel* and/or *Other Insurance* carrier, if applicable, and any other information reasonably required by the *Insurer* to determine coverage eligibility. If a copy of the police report is not obtainable, *You* must provide the police department address and telephone number, incident report file number, and contact name on the file.

The completed claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within 1 year from the date on which the loss occurred.

Section 3 - General Provisions and Statutory Conditions

Unless otherwise expressly provided herein or in the *Policy*, the following general provisions apply to the benefits described in this Certificate of Insurance.

A. SUBROGATION

As a condition to the payment of any claim to a Cardholder, the Cardholder and/or any Insured Person shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. The Cardholder and/or any Insured Person shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Cardholder and/or Insured Person.

B. TERMINATION OF INSURANCE

All coverage under this Certificate of Insurance terminates on the earlier of:

- a) the date the Account is cancelled or closed: and
- b) the date the Policy terminates.

No benefits will be paid for any loss incurred after coverage under this Certificate of Insurance has terminated, unless otherwise specified or agreed.

C. DUE DILIGENCE

The Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss under the Policy.

D. NOTICE AND PROOF OF CLAIM

Written notice of claim must be given to the *Insurer* as soon as reasonably possible after a claim occurs, but in all events provided within 90 days from the date on which loss occurred. Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after 1 year, *Your* claim will not be paid.

E. PAYMENT OF CLAIM

Benefits payable under the *Policy* will be paid upon receipt of full written proof, as determined by the *Insurer*.

F. LEGAL ACTION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*, *Limitations Act* or other applicable legislation in Your province or territory.

G. FALSE CLAIM

If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the benefit of coverage under the *Policy*, nor to the payment of any claim made under the *Policy*.

H. IF YOU HAVE A CONCERN OR COMPLAINT

If You have a concern or complaint about Your coverage, please call the Insurer at 1-800-859-0694. The Insurer will do its best to resolve Your concern or complaint. If for some reason the Insurer is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may also obtain detailed information for the Insurer's resolution process and the external recourse either by calling the Insurer at the number listed above or at: www.assurant.ca/customer-assistance

I. PRIVACY

The Insurer may collect, use, and share personal information provided by You to the Insurer, and obtained from others with Your consent, or as required or permitted by law. The Insurer may use the information to serve You as a customer and communicate with You. The Insurer may process and store Your personal information outside Your province in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer's privacy policy by calling 1-888-778-8023 or from their website: www.assurant.ca/privacy-policy. If You have any questions or concerns regarding the privacy policy, the purposes and means for which Your information is being collected, Your rights, Your options for refusing or withdrawing Your consent to the use of Your personal information, You may call the Insurer at the number listed above.



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