THE TD PLATINUM TRAVEL VISA BENEFIT COVERAGES GUIDE

This document contains important and useful information about your embedded Insurance Benefits and Services for your TD Platinum Travel Visa 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:

- Common Carrier Travel Accident Insurance Certificate 1
- Delayed and Lost Baggage Insurance Certificate 6
- Flight/Trip Delay Insurance Certificate 10
- Auto Rental Collision/Loss Damage Insurance Certificate 13
- Purchase Security and Extended Warranty Protection Certificate 19
- Emergency Travel Assistance Services 23
- Mobile Device Insurance Certificate 24
- Hotel/Motel Burglary Certificate 29

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 0C9 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 Platinum Travel Visa 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.

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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.*

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* TD Rewards Points earned on *Your* TD Travel Rewards Program. If *Your* TD Rewards 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.

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*.)

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.*

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.

TD Rewards Points means the rewards units earned for goods and services charged to the *Account* through the TD Travel Rewards Program associated with the *Account*.

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

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 TD Points* earned under *Your* TD Points program. If *Your TD 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 agreement 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 1 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

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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

"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

Loss	**Benefit Amount**
Permanent Total Disability	$500,000
Coma	$500,000

i. *Permanent Total Disability* benefits are available only to *You* and *Your Spouse*. Benefit amount (less any amount paid in 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 Accidental 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.

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Complete the Required Form

1) Request the Form: To request a claim form call *Our Administrator* at **1-866-372-1129** (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 0C9 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 Platinum Travel Visa 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/Lost Baggage	$1,000 per *Covered Person* per *Covered 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*.

Baggage Delay means a *Covered Person's Checked Baggage* is delayed by more than 6 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.

TD Rewards Points means the rewards units earned for goods and services charged to the *Account* through the TD Travel Rewards Program associated with the *Account*.

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Ticket means evidence of the fare paid for travel on a *Common Carrier* and paid in **full** by (1) charge to *Your Account*, (2) by redemption of *TD Rewards Points* earned under *Your* TD Rewards Program 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*.

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 sub-sections A and B are subject to a maximum of $1,000 per *Covered Person* per Trip.

To activate coverage, use *Your* TD Credit Card to pay the **full** cost of the *Ticket*. 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 toll-free between 8:00 a.m. and 8:00 p.m. ET, Monday to Saturday: **1-866-374-1129** or **+1-416-977-4425**
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:
  - the date and time of delay or loss;
  - the 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;
  - the 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*.

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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**

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Certificate of Insurance

Claims administration and adjudication services are provided by Global Excel Management Inc. The *Certificate* below applies to the TD Platinum Travel Visa 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 U.S., or **+1-416-977-4425** (collect) from other countries.

Section 2 – Summary of Benefits

Up to $500 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.*

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 is **fully** charged to *Your Account* using a TD Credit Card and/or *Your TD Rewards Points*. If Your *TD Rewards Points* have only partially covered your *Common Carrier* fare, the balance of that fare must be fully charged to *Your Account*.

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.

TD Rewards Points mean the rewards units earned for goods and services charged to the *Account* through the TD Rewards Program associated to the *Account*.

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 $500** 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
2. 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:
1. 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*.

SEE OVERLEAF

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 Standing*;
- 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 report *Your* claim and 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 Platinum Travel Visa 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.**

SEE OVERLEAF

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/or
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*.
2. 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 TD Rewards 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 *TD Rewards Points* are used to obtain the rental. If partial payment is paid using *Your TD Rewards Points*, the remaining balance of that rental must be paid using *Your* TD Credit Card in order to be covered.

***TD Rewards Points* or any other Frequent Flyer Plan Rewards Units**

Under no circumstances will any benefit be payable in connection with the value of *TD Rewards 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 *Your* 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*.

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*;
- he *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*.

TD Rewards Points mean the rewards units earned for goods and services charged to the *Account* through the TD Rewards Program associated to the *Account*.

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 U*se 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 subsection "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.

SEE OVERLEAF

- 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 luggage) 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 sixty-five thousand dollars ($65,000) 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* questions 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*;

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- 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 *Your* 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".

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**

Section 1 – Introduction

Certificate of Insurance

The Certificate of Insurance ("*Certificate*") below applies to the TD Platinum Travel Visa 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 the full *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 *Insured Person* 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 90 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*.

SEE OVERLEAF

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 a period equal to the period of the *Manufacturer's Warranty* coverage or 1 year, 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:

a) 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;
   3. war, invasion, hostilities, rebellion, insurrection, terrorism, confiscation by authorities, contraband or illegal 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;
   7. inherent product defects;

8. normal course of play; or
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
7. 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;*
- a 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.*

SEE OVERLEAF

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 *Insured Persons* 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 *Insured Person* 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 0C9 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 Platinum Travel Visa 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*.

SEE OVERLEAF

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 October 30, 2022, and is provided to eligible TD Platinum Travel Visa *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. TD102022 (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 Platinum Travel Visa Card account, which must be in Good Standing with the *Policyholder*.

Additional Cardholder means a natural person resident in Canada to whom a TD Platinum Travel Visa 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 Platinum Travel Visa 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*.

SEE OVERLEAF

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 $1,000, 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)	– $128
Depreciated value	$672

2) Calculation of the maximum reimbursement:

Depreciated value	$672
Less deductible (based on Total Cost)	– $100
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:

1) 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*;

5) 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;
7) *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;
   c) 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
2) 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:

1) 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) may be required;
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*;

SEE OVERLEAF

7) 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*;
8) a copy of any document detailing any *Other Insurance* benefits or protection and reimbursements received for this occurrence;
9) 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: **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 October 30, 2022, and is provided to eligible TD Platinum Travel Visa *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. TD102022 (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, 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 Platinum Travel Visa Card account, which must be in Good Standing with the *Policyholder*.

Additional Cardholder means a natural person resident in Canada to whom a TD Platinum Travel Visa 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.

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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 Platinum Travel Visa 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* TD Rewards 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 Platinum Travel Visa 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.

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For Residents of Quebec, if you would like to view the French version of this document, you can access it by visiting https://bit.ly/4mED6Mf or following the QR code:

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