THE TD REWARDS VISA BENEFIT COVERAGES GUIDE

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

- Purchase Security and Extended Warranty Protection Certificate.....1
- Mobile Device Insurance Certificate 5

PURCHASE SECURITY AND EXTENDED WARRANTY PROTECTION

Coverage under this *Certificate* is provided by:
TD Home and Auto Insurance Company ("Insurer") P.O. Box 1, TD Centre, Toronto, ON M5K 1A2
Claims administration and adjudication services are provided by:
Global Excel Management Inc. ("Administrator") 73 Queen Street, Sherbrooke, QC J1M 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 Rewards 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*.

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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 *Account Holder* has lived with for at least 1 continuous year in the same household and publicly refers to as their partner.

Section 3 – Description of Insurance Coverage

a) **Purchase Security**
Purchase Security automatically protects most *Insured Items* purchased with the TD Credit Card for 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*

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

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(b) Written Proof

(i) Purchase Security

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

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

(ii) Extended Warranty Protection

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

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

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

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

Section 7 – When *Your* Coverage Terminates

This coverage terminates on the earliest of the following:

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

Section 8 – General Conditions

Benefits *Account Holder* Only

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

Currency

All amounts shown are in Canadian currency.

Due Diligence

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

False Claim

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

Group Policy

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

Legal Action Limitation Period

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

Other insurance

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

Subrogation

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

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 Rewards 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 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.

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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 Rewards 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 Rewards 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 Rewards 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*.

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

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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*;
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*.

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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* information 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: **assurant.ca/privacy-policy**. If *You* have any questions or concerns regarding the privacy policy or *Your* options for refusing or withdrawing this consent, *You* may call the Insurer at the number listed above.

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/3Uu7tJl or following the QR code:

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TD Canada Trust

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