

TD Canada Trust



The TD Green Visa Benefit Coverages Guide



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This document contains important and useful information about your embedded Insurance Benefits and Services for your TD Green 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.

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 Green 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 #TGVO09 (the “Policy”) issued to The Toronto-Dominion Bank. **This *Certificate* contains a clause which may limit the amount payable.**

Section 2 – Eligibility

Insured Person as defined provided that:

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

Section 3 – Definitions

In this *Certificate*, the following words and phrases shown in italics and capitalized have the meanings shown below. As *You* read through the *Certificate*, *You* may need to

refer to this Section to ensure *You* have a full understanding of *Your* coverage, limitations and exclusions.

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

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

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

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

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*.

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.

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

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

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

- prevent the *Insured Person* from performing all the substantial and material duties of the *Insured Person's* occupation; and

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

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

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

Spouse means:

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

We, Us and **Our** mean TD Life Insurance Company.

Section 4 – Common Carrier Accident Coverage

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

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

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

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

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

Section 5 – Schedule of Benefits and Important Conditions

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

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

Accidental Loss of	Benefit Amount
Life	\$100,000
Speech and Hearing	\$100,000
Both Hands or Both Feet or Sight of Both Eyes or a Combination of a Hand, or Foot or Sight of One Eye	\$100,000
One Arm or One Leg	\$75,000
One Hand or One Foot or Sight of One Eye	\$66,666
Speech or Hearing	\$66,666
Thumb and Index Finger of the Same Hand	\$33,000

Paralysis

Quadriplegia (complete paralysis of both upper and lower limbs)	\$200,000
Paraplegia (complete paralysis of both lower limbs)	\$200,000
Hemiplegia (complete paralysis of upper and lower limbs of one side of body)	\$200,000

“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	\$100,000
Coma	\$100,000

- i. *Permanent Total Disability* benefits are available only to *You* and *Your Spouse*. Benefit amount (less any amount paid under Section 5 – “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 6 – 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 restrain 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 7 – 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 8 – 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.

Section 9 – How to Submit a Claim

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

Who to Contact to Submit a Claim

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

Complete the Required Form

- 1) Request the Form: To request a claim form, call *Our Administrator* at 1-866-372-1129 (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 10 – 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 11 – 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 #TGVO09 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.

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 Green 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 *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;
- the 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*.

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 thereof, 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*.

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