

TD Canada Trust

**Changes to
the Certificate(s) of
Insurance for your
TD[®] Cash Back[®]
Visa Infinite* Card.**

Effective October 30, 2022.



Changes to the Certificate(s) of Insurance for your TD® Cash Back® Visa Infinite* Card

- Effective October 30, 2022, the following insurance benefit will be added to your credit card:
 - **Mobile Device Insurance:** coverage up to \$1,000 for eligible mobile devices in the event of loss, theft, accidental damage or mechanical breakdown
- On October 30, 2022, a copy of your updated Benefit Coverages Guide, which includes the Certificate(s) of Insurance, can be found under the Cardholder Agreement section located online at td.com/agreements or can be sent to you by calling 1-800-983-8472.

Insurance Coverages are subject to conditions, limitations and exclusions. Please review your Certificate(s) of Insurance for full details of coverage.

If you have any questions related to your Mobile Device Insurance, call Assurant at 1-800-859-0694. For any questions related to your other insurance benefits, call Us at 1-866-374-1129.

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 Cash Back Visa Infinite 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.

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* Cash Back Visa Infinite card account, which must be in *Good Standing* with the *Policyholder*.

Additional Cardholder means a natural person resident in Canada to whom a TD Cash Back Visa Infinite 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 Cash Back Visa Infinite 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) means an in-store credit or certificate issued by a retailer of *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*:

<i>Purchase Price</i>	\$800
Less depreciation cost (2% x 8 months x \$800)	– <u>\$128</u>
Depreciated value	\$672
- 2) Calculation of the maximum reimbursement:

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

In the event You file a valid repair claim and the cost of repair is \$500, including applicable taxes, upon approval of *Your* claim, the maximum reimbursement available to You will be \$500.

In the event *Your Mobile Device* is lost or stolen and, upon approval of *Your* claim, You purchase

a replacement *Mobile Device* for a price of \$800 including applicable taxes, the maximum reimbursement available to You will be \$572.

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

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

D. LIMITATIONS AND EXCLUSIONS

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

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

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

Mobile Device Insurance does not cover:

- 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*.

H. IF YOU HAVE A CONCERN OR COMPLAINT

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

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