### Certificate of Insurance



# TD Credit Card Balance Protection Insurance

— Exclusively for TD credit card cardholders —

Insured Cardholder's Name & Address:

### **Summary**

Creditor/Beneficiary: The Toronto-Dominion Bank

Maximum Amount of Insurance: \$25,000.00

Monthly Premium Rate per \$100.00 of average daily balance:

\$0.99 (plus applicable taxes)

At age 66

\$0.59 (plus applicable taxes)

**Effective Date:** 

Group Master Policy Numbers: 14263 14263D and 10844

TD Account # ending in:

Ce certificat est aussi disponible en français.

### Please See Below For Details About Your Insurance

### Who Is Eligible For Insurance

This group credit insurance coverage is limited to the Primary Cardholder who is between the ages of 18 and 65 on the Effective Date of the insurance, and is a Canadian Resident. "Primary Cardholder" means the person who applied for and was granted the TD account noted in the Summary above (also known as the "Account"). Primary Cardholder may also be referred to as "You" and "Your". "Canadian Resident" is any person who has lived in Canada for a total of 183 days within the last year or is a member of the Canadian Forces.

#### **About Your Insurance**

The insurance coverages provided to You in this Certificate of Insurance under the Group Master Policies are part of a package of group credit insurance coverages made available to You by American Bankers Life Assurance Company of Florida ("ABLAC"), TD Life Insurance Company ("TD Life"), and American Bankers Insurance Company of Florida ("ABIC") through The Toronto-Dominion Bank\* ("TD Bank"). "We", "Our" and "Us" mean the insurer of the specific coverage individually or the insurers collectively as applicable.

These group credit insurance coverages are comprised of:

- Life, Critical Illness and Accidental Death At 66 which are underwritten by ABLAC under Group Master Policy No. 14263;
- Dismemberment which is underwritten by TD Life under Group Master Policy No. 14263D; and

3. Total Disability, Involuntary Unemployment and Loss of Self-Employment Income which are underwritten by ABIC under Group Master Policy No. 10844.

ABLAC acts as the administrator for TD Life. ABLAC, ABIC and their affiliates carry on business in Canada under the name of Assurant.

### **When Your Insurance Coverage Starts**

Your Balance Protection Insurance coverage starts on the day We receive Your request for enrollment on Your Account.

### What You Pay

Your monthly insurance premium is based on Your average daily Account balance. The monthly insurance premium is calculated by applying the applicable Monthly Premium Rate as indicated in the Summary shown at the top of the first page of this Certificate to Your average daily balance to a maximum of \$10,000.

Your Monthly Premium rate will be reduced on the next statement date after you turn 66. Premiums and any applicable taxes will be:

- 1. automatically charged to Your Account; and
- 2. due with Your Account payment.

If the Monthly Premium Rate increases, We will give You at least 30 days prior written notice.

# Refund of Premiums While Receiving a Monthly Benefit

Insurance premiums will be charged to Your Account during the entire period of a claim under these coverages. During the entire claim period, a refund in the amount of the premium charged to Your Account as of the Statement Date

coinciding with or immediately before Your Date of Loss will be added to each monthly benefit payment and will remain unchanged for the duration of Your claim period. If You continue to use Your Account while on a claim, You will be responsible for paying the insurance premium on any new charges.

### What Is The Most We Will Pay

Any benefit paid under any one of these coverages shall not be paid under another coverage for the same occurrence. If You are eligible concurrently for a benefit payable for more than one insured event covered by this Certificate, the benefit paid shall be limited to the most generous one. You will therefore be entitled to only one benefit at a time.

There are also exclusions that are applicable to each type of coverage that are explained in more detail later in this Certificate.

In no event, will We pay more than the lesser of the Maximum Amount of Insurance or the Incurred Amount as of the Date of Loss.

### Who We Pay

We will make claim payments directly to TD Bank who will then credit the payments to Your Account. All benefit payments under this Certificate are to be made in Canadian dollars.

...continued inside

# Your on-going responsibilities with respect to Your Account

While You are receiving benefit payments, interest will continue to be charged on the outstanding amount of Your Account and premiums will continue to be charged to Your Account monthly. Since the benefit amount payable by Us each month remains the same after the second monthly benefit payment, You may need to make payments to Your Account to cover these charges and minimize the amount of interest charged to Your Account.

You are responsible for the balance on Your Account at all times, regardless of whether You are receiving benefit payments. In addition, this Certificate does not alter, in any way, Your Account cardholder agreement with TD Bank.

### When Your Insurance Coverage Ends

All insurance coverage on Your Account automatically ends when the first of the following conditions occur:

- 1. one or more of the Group Master Policies are cancelled;
- 2. You die;
- 3. You request the cancellation of the insurance provided by this Certificate in writing or by phone to Assurant;
- 4. the date Your Account has been delinquent for more than 90 consecutive days;
- 5. Your Account is cancelled by either You or TD Bank; or
- 6. a Critical Illness, a Life or an Accidental Death At 66 benefit has been paid.

All Dismemberment, Total Disability, Critical Illness, Involuntary Unemployment Insurance, Loss of Self-Employment Income and Life Coverage will terminate on the next Account Statement Date after You turn 66. The Life coverage will be replaced with Accidental Death At 66 coverage.

### **How To Submit A Claim**

In the event of a claim, log on to www.benefitactivations.ca, or contact Us at 1-866-315-9069 for information on completing and submitting a claim. Claim forms should be completed, at Your expense, and sent to Us at Our office shown on the Certificate's "For Claims and Inquiries" section within 90 days of the loss, except for Life and Loss of Self-Employment Income insurance claims. If a claim is otherwise valid, it will be honoured even if the forms are sent to Us after 90 days if it was not reasonably possible to send them earlier. We may ask for additional information, medical evidence or request further examination by a Physician of Our choice.

Your insurance must not have been terminated (refer to the "When Your Insurance Coverage Ends" section for details) and all regular insurance charges must have been paid at the Date of Loss.

## Coverages

# **Life Coverage**

### Why We Pay

If while insured, You die, You may be entitled to a benefit.

### What We Pay

We will pay a benefit equal to the Incurred Amount as of the Date of Loss, subject to the Maximum Amount of Insurance. In no event will the total benefit exceed the amount that appears on Your Account statement plus any unpaid purchases or charges made prior to the Date of Loss.

### What We Don't Pay

We will not pay a life benefit within six months of the Effective Date if the death results from intentionally self-inflicted injuries or suicide, while sane or insane.

### What We Need You To Provide

We must be provided with a certified copy of the death certificate and upon Our request, an attending Physician's statement may also be required.

# When Your Insurance Under This Certificate Ends

Once a Life benefit has been paid, this Certificate and all insurance coverage provided hereunder will end.

**Definitions applicable to Life Coverage** "Date of Loss" means the date of death. "Incurred Amount" means the amount outstanding on Your Account.

"Physician" means a physician licensed to practice medicine in Canada or the United States, who is not a member of Your immediate family.

# **Critical Illness Coverage**

### Why We Pay

If, while insured, You are diagnosed with a covered Critical Illness, You may be entitled to a benefit.

### What We Pay

We will pay a benefit equal to the Incurred Amount as of the Date of Loss, subject to the Maximum Amount of Insurance. In no event will the total benefit exceed the amount that appears on Your Account statement plus any unpaid purchases or charges made prior to the Date of Loss.

### What We Don't Pay

We will not pay a Critical Illness benefit if:

- 1. the Critical Illness is diagnosed within the first six months from the Effective Date **and**:
  - a. the Critical Illness results from a medical condition for which You had symptoms or received medical consultation, treatment, care or services, including prescribed medication, during the six months immediately prior to the Effective Date; or
  - b. You have ever been previously diagnosed with the same type of Critical Illness (i.e. cancer, heart attack or stroke) any time prior to the Effective Date;
- 2. You are diagnosed with cancer in the first 90 days following the Effective Date or are diagnosed at any time, either before or after the end of this 90-day period, with cancer in connection with any symptoms or medical consultation, treatment, care or services, including prescribed medication, which occur within the first 90 days. If this occurs, no benefit will ever be payable with respect to Cancer (Life-Threatening).

### What We Need You To Provide

We must be provided with a statement completed by an attending Physician on a form provided by Us or acceptable to Us.

### When Your Insurance Under This Certificate Ends

Once a Critical Illness benefit has been paid, this Certificate and all insurance coverage provided hereunder will end.

# Definitions applicable to Critical Illness Coverage

"Critical Illness" means Acute Heart Attack, Cancer (Life-Threatening) and Stroke, which are defined as follows:

"Acute Heart Attack" means the death of a portion of the heart muscle resulting from inadequate blood supply for which all of the following test results are confirmed:

 An increase of cardiac bio-markers and/or enzymes found in the blood stream, as a result of damaged heart muscle tissue, to levels considered diagnostic for an acute myocardial infarction.

### **Acute Heart Attack does not include:**

- an incidental finding of ECG changes suggesting a prior myocardial infarction with no corroborating event;
- an increase of cardiac bio-markers and/or enzymes due to coronary angioplasty (a medical procedure involving the ballooning of a narrowed coronary artery) unless there are new elevations of ST segments in the involved ECG leads considered diagnostic for an acute myocardial infarction; or
- an increase of cardiac bio-markers and/or enzymes in the blood stream due to pericarditis or myocarditis.

"Cancer (Life-Threatening)" means a life-threatening tumor characterized by the uncontrollable growth and spread of malignant cells.

# Cancer (Life-Threatening) does not include:

- carcinoma in situ;
- malignant melanoma to a depth of .75mm or less;
- skin cancer that has not spread beyond the deepest layer of the skin;
- Kaposi's sarcoma;
- Stage A (T1A or T1B) prostate cancer; or
- any Diagnosis which occurs within 90 days of the coverage taking effect or any Diagnosis which is made before or after the end of the 90-day period in connection with any symptoms or medical consultation, treatment, care or services, including prescribed medication, which occur within 90 days of the coverage taking effect.

"Stroke" means a cerebrovascular event producing neurological sequelae lasting more than 30 consecutive days and caused by thrombosis, hemorrhage or embolism from an extra-cranial source, and for which there is evidence of measurable, objective neurological deficit.

**Stroke does not include** Transient Ischemic Attacks.

"Date of Loss" means the date of Diagnosis. "Diagnosis" means a diagnosis of a Critical Illness by a Physician, supported by documentation.

"Incurred Amount" means the amount outstanding on Your Account.

"Physician" means a physician licensed to practice medicine in Canada or the United States, who is not a member of Your immediate family.

# Accidental Death At 66 Coverage

### Why We Pay

If, while insured, You experience an Accidental Death after Your 66<sup>th</sup> birthday, You may be entitled to a benefit.

### What We Pay

We will pay a benefit equal to the Incurred Amount as of the Date of Loss, subject to the Maximum Amount of Insurance. In no event will the total benefit exceed the amount that appears on Your Account statement plus any unpaid purchases or charges made prior to the Date of Loss.

#### What We Need You To Provide

We must be provided with a certified copy of the death certificate and upon Our request, an attending Physician's statement may also be required.

### When Your Insurance Under This Certificate Ends

Once an Accidental Death At 66 benefit has been paid, this Certificate will end.

### Definitions applicable to Accidental Death At 66 Coverage

"Accidental Death" means death through accidental means sustained directly and independently of all other causes.

"Date of Loss" means the date of death.

"Incurred Amount" means the amount outstanding on Your Account.

"Physician" means a physician licensed to practice medicine in Canada or the United States, who is not a member of Your immediate family.

## **Dismemberment Coverage**

### Why We Pay

If, while insured, You suffer a Dismemberment You may be entitled to a benefit.

### **What We Pay**

We will pay a benefit equal to the Incurred Amount as of the Date of Loss, subject to the Maximum Amount of Insurance. In no event will the total benefit exceed the amount that appears on Your Account statement plus any unpaid purchases or charges made prior to the Date of Loss.

### What We Need You To Provide

We must be provided with a statement completed by an attending Physician on a form provided by Us or acceptable to Us.

# **Definitions applicable to Dismemberment Coverage**

"Date of Loss" means the date of Dismemberment.

**"Dismemberment"** means that You suffered a loss as shown on the *Schedule of Losses* provided below directly due to bodily injury or disease. The loss is beyond remedy by surgical or other means as certified by a Physician. *Schedule of Losses* 

- Loss of both arms
- Loss of one arm and one leg
- Loss of one arm and sight of one eye
- Loss of both legs
- Loss of sight in both eyes
- Loss of one leg and sight of one eye
- Loss of use of either both legs or all limbs due to paraplegia or quadriplegia
- Loss of use of an arm and leg on one side of the body due to hemiplegia

*The associated definitions are:* 

- Loss of arm means severance at or above the wrist joint
- Loss of leg means severance at or above the ankle joint
- Loss due to paraplegia or quadriplegia means accidental severance of the spinal cord resulting in complete and irrevocable paraplegia or quadriplegia
- Loss due to hemiplegia means the complete and irrecoverable paralysis of one side of the body
- Loss of sight means the entire and irrecoverable loss of sight

"Incurred Amount" means the amount outstanding on Your Account.

"Physician" means a physician licensed to practice medicine in Canada or the United States, who is not a member of Your immediate family.

## **Total Disability Coverage**

### Why We Pay

If, while insured, You become Totally Disabled and remain Totally Disabled for more than 30 consecutive days, You may be entitled to receive a benefit.

To be eligible for Total Disability benefits, You must:

- a) become Totally Disabled as a result of:
  - i) accidental bodily injury; or
  - ii) sickness; and
- b) be regularly attended by a Physician; and
- be Employed immediately prior to the Date of Loss.

### What We Pay

### Initial Payment

We will pay an initial monthly benefit equal to the greater of:

- a) 5% of the Incurred Amount as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss; or
- b) the Minimum Payment due on Your Account as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss.

The initial benefit payment will be made after 30 days following the start of the Total Disability and will be paid retroactively from the Date of Loss.

### Further Payments

For each additional 30 consecutive day period that the Total Disability continues, We will pay a monthly benefit equal to the greater of:

- a) 5% of the Incurred Amount as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss; or
- b) \$10.

All further monthly benefit payments will remain the same during the benefit period unless You provide Us with additional information that would warrant adjustment.

The total of all disability benefits for one period of Total Disability shall not exceed the Incurred Amount as of the Date of Loss, subject to the Maximum Amount of Insurance.

### When We Pay a Lump Sum

If it is determined that You are permanently and Totally Disabled, We may at Our discretion:

- a) continue to make the monthly benefit payment; or
- b) pay the Incurred Amount of the Account as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss.

If You remain eligible for Total Disability benefits for a period of more than 12 consecutive months from the Date of Loss, a benefit equal to the Incurred Amount as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss, less any prior benefits paid for this episode of Total Disability, will be paid out as a lump sum.

### When You Return to Work

If You return to work for a minimum of 25 hours or more per week for a period of 30 consecutive days after completion of payments under a Total Disability claim and the total benefit payments as described under the "What We Pay" section have not been paid entirely, You will be entitled to one monthly benefit payment equal to the greater of:

- a) 5% of the Incurred Amount as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss; or
- b) \$10.

### When Your Benefits End

Total Disability benefit payments will continue, even if the insurance provided under the Certificate is cancelled after the benefits become payable, until the first of the following events occur:

- a) You are no longer Totally Disabled;
- b) You become Employed;
- c) the Incurred Amount as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss has been paid by Us;
- d) the Maximum Amount of Insurance has been paid; or
- e) You die.

If the benefit payments stop because You are no longer Totally Disabled, but within two weeks of stopping the benefit, the Total Disability recurs, benefit payments can continue without interruption.

#### What We Need You To Provide

We must be given written notice 30 days after the Date of Loss. During the initial period of Total Disability, We must be provided with a statement completed by an attending Physician on a form provided by Us or acceptable to Us. Upon Our request, You must provide proof of continuing Total Disability each month.

### What If You Are Totally Disabled Again

You will be re-eligible for Total Disability benefits after the completion of payments under a Total Disability claim if You have been Employed for a period of 30 consecutive days.

# Definitions applicable to Total Disability Coverage

"Date of Loss" means the first day of Total Disability.

**"Employed"** means working for salary or wages for a minimum of 25 hours or more per week.

**"Incurred Amount"** means the amount outstanding on Your Account.

**"Minimum Payment"** is as defined in Your cardholder agreement with TD Bank.

"Physician" means a physician licensed to practice medicine in Canada or the United States, who is not a member of Your immediate family. "Statement Date" means the date identified in Your Account statement as the statement date.

"Total Disability" and "Totally Disabled" means You are unable to perform the regular duties of Your occupation at the time of disability.

# **Involuntary Unemployment** Coverage

### Why We Pay

If, while insured, You experience a period of Involuntary Unemployment including temporary unemployment due to labour disputes, strikes or lockouts and remain Unemployed for more than 30 consecutive days, You may be entitled to receive a benefit.

To be eligible for Involuntary Unemployment benefits, You must have been Employed in a non-seasonal occupation with the same employer for at least three consecutive months immediately prior to the Date of Loss.

### What We Pay

### Initial Payment

We will pay an initial monthly benefit equal to the greater of:

- a) 5% of the Incurred Amount as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss; or
- b) the Minimum Payment due on Your Account as of the Statement Date coinciding with, or if not applicable, immediately before the Date of

The initial benefit payment will be made after 30 days following the start of the Involuntary Unemployment and will be paid retroactively from the Date of Loss.

### Further Payments

For each additional 30 consecutive day period that You continue to be Unemployed, We will pay a monthly benefit equal to the greater of:

- a) 5% of the Incurred Amount as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss; or
- b) \$10.

All further monthly benefit payments will remain the same during the benefit period unless You provide Us with additional information that would warrant adjustment.

The total of all Involuntary Unemployment benefits for one period of Unemployment shall not exceed the Incurred Amount as of the Date of Loss, subject to the Maximum Amount of Insurance.

### When We Pay a Lump Sum

If You remain eligible for Involuntary Unemployment benefits for a period of more than 12 consecutive months from the Date of Loss, a benefit equal to the Incurred Amount as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss, less any prior benefits paid for this episode of Involuntary Unemployment, will be paid out as a lump sum.

### When You Return to Work

If You return to work for a minimum of 25 hours or more per week for a period of 30 consecutive days after completion of payments under an Involuntary Unemployment claim and the total benefit payments as described under the "What We Pay" section has not been paid entirely, You will be entitled to one monthly benefit payment equal to the greater of:

- a) 5% of the Incurred Amount as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss; or
- b) \$10.

#### When Your Benefits End

Involuntary Unemployment benefit payments will continue, even if the insurance provided under the Certificate is cancelled after the benefits become payable, until the first of the following events occurs:

- a) You return to work;
- b) the Incurred Amount as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss has been paid by Us; or
- c) the Maximum Amount of Insurance has been paid.

### What We Don't Pay

We will not pay an Involuntary Unemployment claim if Your Involuntary Unemployment is due

- a) retirement whether voluntary or mandatory;
- b) self-employed persons;
- c) resignation from Your employment;
- d) loss of seasonal employment;
- e) loss of part-time employment (less than 25 hours per week);
- f) dismissal for cause;
- g) disability;
- h) maternity or parental leave;
- i) Unemployment for any reason within 30 days from the Effective Date; or
- j) Unemployment that You knew would be occurring at the time You applied for insurance.

#### What We Need You To Provide

We must be given written notice 30 days after the Date of Loss. During the initial period of Involuntary Unemployment, You must submit a statement completed by Your Employer on a form provided by Us or otherwise acceptable to Us, confirming that You are Unemployed. Further, proof in the form of Employment and Social Development Canada registration or cheque stubs will be required. If unavailable, upon Our request, You will give proof of Your continuing Unemployment by submitting a continuing claim form, provided by Us, to be signed by You.

### What If You Are Unemployed Again

You will be re-eligible for Involuntary Unemployment benefits after the completion of payments under an Involuntary Unemployment claim if:

- a) You become Employed in a non-seasonal occupation with the same employer for at least 3 consecutive months; or
- b) when You become re-eligible for benefits under Employment and Social Development Canada.

### **Definitions applicable to Involuntary Unemployment Coverage**

"Date of Loss" means the first day of Your Involuntary Unemployment.

"Employed" means working for salary or wages for a minimum of 25 hours or more per week.

"Incurred Amount" means the amount outstanding on Your Account.

"Minimum Payment" is as defined in Your cardholder agreement with TD Bank.

"Statement Date" means the date identified in Your Account Statement as the statement date.

"Unemployed/Unemployment" means not working for salary or wages.

# Loss of Self-Employment Income Coverage

### Why We Pay

If, while insured, You experience a period of unemployment due to the forced closure of Your business for financial reasons and remain unemployed for more than 90 consecutive days, You may be entitled to receive a benefit. To be eligible for Loss of Self-Employment Income benefits, You must have been self-employed 25 hours or more per week for an active business that had been registered or incorporated for a period of at least 36 consecutive months immediately prior to the Date of Loss.

### What We Pay

### Initial Payment

We will pay an initial monthly benefit equal to the greater of:

- a) 5% of the Incurred Amount as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss; or
- b) the Minimum Payment due on Your Account as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss.

The initial benefit payment will be made after 90 days following the Date of Loss and will be paid from the 91st day of the business closure.

### Further Payments

For each additional 30 consecutive day period that You continue to be unemployed, We will pay a monthly benefit equal to the greater of:

- a) 5% of the Incurred Amount as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss; or
- b) \$10.

All further monthly benefit payments will remain the same during the benefit period unless You provide Us with additional information that would warrant adjustment.

The total of all Loss of Self-Employment Income benefits for one period of unemployment shall not exceed the Incurred Amount as of the Date of Loss, subject to the Maximum Amount of Insurance.

### When We Pay a Lump Sum

If You remain eligible for Loss of Self-Employment Income benefits for a period of more than 12 consecutive months from the Date of Loss, a benefit equal to the Incurred Amount as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss, less any prior benefits paid for this episode of Loss of Self-Employment Income, will be paid out as a lump sum.

### When You Return To Work

If You return to work for a minimum of 25 hours or more per week for a period of 30 consecutive days after completion of payments under a Loss of Self-Employment Income claim and the total benefit payments as described under the "What We Pay" section has not been paid entirely, You will be entitled to one monthly benefit payment equal to the greater of:

- a) 5% of the Incurred Amount as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss; or
- b) \$10.

#### When Your Benefits End

Loss of Self-Employment Income benefit payments will continue, even if the insurance provided under the Certificate is cancelled after the benefits become payable, until the first of the following events occurs:

- a) You return to work;
- b) the Incurred Amount as of the Statement Date coinciding with, or if not applicable, immediately before the Date of Loss has been paid by Us; or
- c) the Maximum Amount of Insurance has been paid.

### What We Don't Pay

We will not pay a Loss of Self-Employment Income claim if the Loss of Self-Employment Income is due to:

- a) voluntary forfeiture of salary, wages, or income:
- b) closure of business due to willful misconduct or criminal misconduct; or
- c) closure of business within the first 12 months of the Effective Date for any reason.

#### What We Need You To Provide

We must be given written notice 90 days after the Date of Loss. We must be provided with proof of loss in respect of such loss of self-employment, including:

- a) financial records;
- b) copies of business license or articles of incorporation; and
- c) any other documents attesting to the loss, as applicable.

### What If You Are Unemployed Again

You will be re-eligible for Loss of Self-Employment Income benefits after the completion of payments under a Loss of Self-Employment Income claim when You return to self-employment for at least 25 hours per week in an active business that has been registered or incorporated for a period of at least 36 consecutive months.

### Definitions applicable to Loss of Self-Employment Income Coverage

"Date of Loss" means the date Your business is forced to close due to financial reasons.

- "Incurred Amount" means the amount outstanding on Your Account.
- **"Minimum Payment"** is as defined in Your cardholder agreement with TD Bank.
- **"Statement Date"** means the date identified in Your Account statement as the statement date.

# General Provisions

Unless otherwise expressly provided in this Certificate of Insurance or in the Group Master Policies, the following General Provisions apply to all of the coverages and benefits described in this Certificate of Insurance.

# Thirty Day Right To Examine This Certificate

If You have any questions regarding this insurance or wish to cancel this coverage, please call **1-866-315-9069**. You may return this Certificate for a full refund within 30 days of issue if You are not completely satisfied. Return it to Us at Our office address shown on the Certificate's "For Claims and Inquiries" section. Upon receipt of this request, any premiums You have paid will be refunded. If You decide to cancel any time after that, any unearned premium will be refunded.

### **Misstatement of Age**

If You misstate Your age and Your correct age would have made You ineligible for coverage, no claim will be paid and the premiums paid for any period of ineligibility will be refunded in full.

### Assignment

This Certificate may not be assigned by either You or Us.

### **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.

### If You Have a Concern or Complaint

If You have a concern or complaint about Your

coverage, please call the insurer at 1-866-315-9069. 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 obtain detailed information for the Insurer's resolution process and the external recourse either by calling the

# www.assurantsolutions.ca/consumer-assistance.

# When Your Coverage will transfer to another TD Account

Insurer at the number listed above or at:

If Your existing TD Credit Card is replaced for any reason with a new TD Credit Card, or Your Account is transferred to a new TD Account which is eligible for Balance Protection Insurance, Your insurance will be transferred to Your newly issued TD Account. Your initial Effective Date will apply.

### **Cancellation of Certificate or Policy**

We reserve the right to cancel the Group Master Policies. If this happens, We will notify You at least 30 days before the effective date of cancellation, and We will honour all valid claims arising before that date.

### **Previously Issued Certificates**

This Certificate replaces all certificates previously issued under the Group Master Policies.

### The Policies and this Certificate

This Certificate contains the terms of the Group Master Policies as they relate to Your coverage. In the case of any conflict or inconsistency between this Certificate and any of the Group Master Policies, unless otherwise required by applicable law, it is the Group Master Policies that govern.

### **Entire Contract and Changes**

The entire contract consists of the Group Master Policies and Your Certificate. The Group Master Policies may be changed at any time without Your consent. No change of the Group Master Policies and no waiver of any of their provisions will be valid unless made in writing and signed by an authorized officer of each insurer. You, or a person making a claim under this Certificate may request a copy of the Group Master Policies and /or a copy of Your application for Balance Protection Insurance (which We consider to be either the credit application or the enrollment phone call) by contacting Assurant at the address below. On request, Assurant will send You a copy of the requested document.

### Assurant

#### **Canadian Head Office**

5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9

### **Headings**

All section headings used in this Certificate are purely for convenience and shall not affect the interpretation of this Certificate.

Your Certificate of Insurance is a valuable document. Please keep it in a safe place. In Witness Whereof, American Bankers Life Assurance Company of Florida and American Bankers Insurance Company of Florida have caused this Certificate to be issued.

Robert Zanussi Chief Agent

# 3 helpful tips

- Review the relevant section of Your Certificate before You call.
- 2. Note Your questions down on a piece of paper so none are forgotten.
- **3.** Have Your TD Credit Card number handy.

# How to contact Assurant: For Claims and Inquiries

You can call Assurant at:

1-866-315-9069

8 a.m. to 8 p.m. ET, Monday to Friday We will assist You in submitting a claim or answer any questions that You may have about Your insurance.

> Or write to Assurant at: P.O. Box 7200, Kingston, Ontario K7L 5V5

<sup>\*</sup> TD Bank receives a fee from the insurers with respect to premium collection under the group policies. TD Bank does not act as an agent for either insurer. TD Life is a wholly owned subsidiary of TD Bank. Neither ABLAC, ABIC or TD Bank have an equity interest in the other.

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