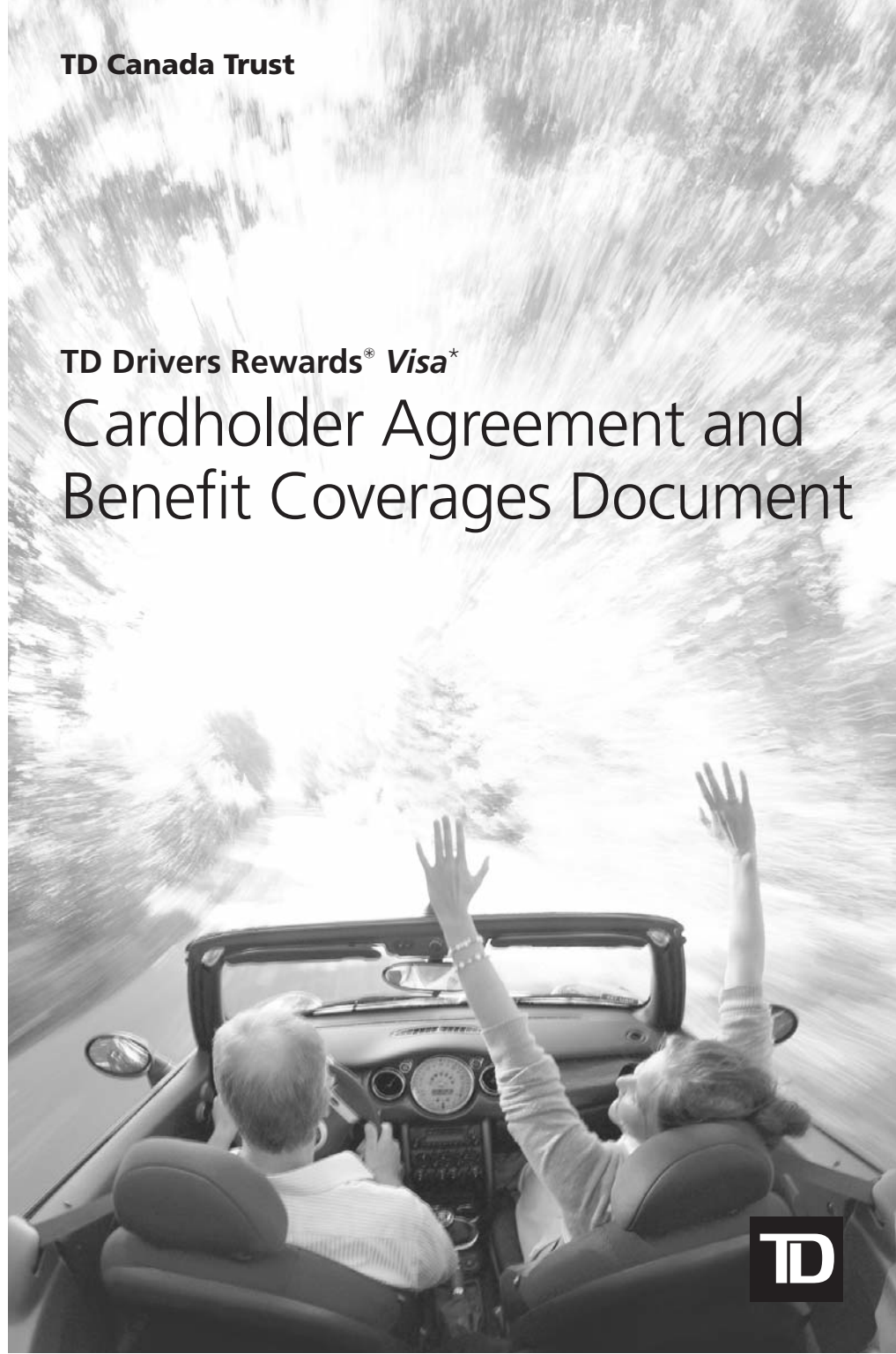


TD Drivers Rewards® Visa\*

# Cardholder Agreement and Benefit Coverages Document



The  
**TD Drivers Rewards *Visa***  
Cardholder Agreement  
and Benefit Coverages Document

*This document contains important  
and useful information about your  
TD Drivers Rewards Visa Card.  
Please keep this document in a  
secure place for future reference.*

**This document includes:**

- TD Drivers Rewards® *Visa*\* Cardholder Agreement
- TD Drivers Rewards Program Terms and Conditions
- Common Carrier Travel Accident Insurance Certificate

**TD DRIVERS REWARDS VISA CARDHOLDER AGREEMENT**

This Agreement is being provided by The Toronto-Dominion Bank (the **Bank**, also referred to as **we, us or our**) in connection with a TD Canada Trust Credit Card including any renewal or replacement card (the **Card**) and any TD *Visa* Cheque that we may issue. References in this Agreement to the **Account** is the account which we maintain for the Card and any TD *Visa* Cheque that we may issue from time to time.

When a Cardholder or a person authorized by the Cardholder signs, activates or uses the Card or the Account, it means that the Cardholder has received and read this agreement and the accompanying **Disclosure Statement**, which together constitute the **Agreement** between the Bank and the Cardholder. We may send you amendments or replacements of this Agreement from time to time. This Agreement replaces any previous Cardholder Agreement provided to you for the Account.

**DEFINITIONS: What these Words Mean:** In this Agreement:

**Authorized User** means a person to whom a Card has been issued at the authorization of the Primary Cardholder.

**Balance** means the total amount of all Transactions, fees (including those set out in the Disclosure Statement), interest and other amounts payable under this Agreement, less any payments or other credits which have been posted to your Account.

**Balance Transfer** means a cash advance transaction in which you use funds from the Account to pay the outstanding balance on another credit card and thereby transfer the balance to the Account. We may from time to time offer you a promotional interest rate on your Balance Transfer, otherwise the annual interest rate that applies on your Account to Cash Advances will apply to your Balance Transfer. If you accept a promotional offer that we have made you on a Balance Transfer, this Agreement will continue to apply to that Balance Transfer and any additional terms we set out in the offer will also apply to that Balance Transfer.

**Cardholder** means the Primary Cardholder and any Authorized User.

**Cash Advance** includes:

- a cash advance obtained at an automated teller machine (**ATM**), over the phone or on the Internet;
- a cash advance obtained at our branches and at other financial institutions;
- a Balance Transfer;
- a TD *Visa* cheque; or
- a Cash-Like Transaction.

**Cash-Like Transactions** means Transactions involving the purchase of items directly convertible into cash and are similar to cash. Cash-Like Transactions include casino gaming chips, money orders, wire transfers, travellers' cheques and gaming transactions (including betting, off-track betting, race track wagers and casino gaming chips).

**Primary Cardholder** means a person who applied for a Card, whose name is on the Account and to whom a Card has been issued.

**Purchase** means any Transaction other than a Cash Advance or TD *Visa* Cheque.

**TD *Visa* Cheque** means a cheque we issue to you from time to time on the Account that you can use to: (i) pay for goods and services with your Card; or (ii) pay the outstanding balance on another credit card belonging to you (other than a credit card provided by the Bank) and thereby transfer the balance to the Account. We may from time to time offer you a promotional interest rate on the TD *Visa* Cheque we have issued you, otherwise the annual interest rate that applies on your Account to Cash Advances will apply to your TD *Visa* Cheque. If you use a TD *Visa* Cheque we have issued to you with a special promotional interest rate, this Agreement will continue to apply to that TD *Visa* Cheque and any additional terms we set out in the offer will also apply to that TD *Visa* Cheque.

**Transaction** means any use of a Card or the Account to purchase goods or services or make any other charges to the Account including a Purchase, Cash Advance or TD *Visa* Cheque.

**You or your** means each Cardholder.

**Using the Account (including Unauthorized Transactions):** You may use your Card and, if provided by the Bank, TD *Visa* Cheques, in accordance with the terms of this Agreement for those purposes that we agree to, including:

- to pay for Purchases;
- to obtain Cash Advances;
- to use a TD *Visa* Cheque;
- to cash cheques at any branch of the Bank in Canada by presenting the cheque and the Card (up to your Available Credit (see below), but not exceeding \$2,000 in total at any time); and
- to access the Cardholder's other accounts at the Bank or our affiliates.

You agree not to use the Card or Account for anything that is illegal or fraudulent.

When any Cardholder makes a Transaction using the Account, we are loaning the Primary Cardholder the amount of the Transaction. The Primary Cardholder is responsible for and must repay us the Balance owing on the Account. If the Primary Cardholder wishes to seek reimbursement from any Authorized User for any portion of the Balance that has been paid or is owing on the Account, it is the Primary Cardholder's responsibility, not the Bank's, to ensure that appropriate arrangements are in place with the Authorized User.

If we permit, any one Cardholder may use the Account and provide us with instructions without the approval of the others. The Primary Cardholder may authorize that a Card be issued to an Authorized User without notice to any other Authorized User. We may limit the number of Cards issued on one Account. An Authorized User's Card number may differ from the Primary Cardholder's Card number but are all part of the same Account.

If you use or give a Card number or Account number to someone for a Purchase, to obtain a Cash Advance, to transfer funds to your Account through a Balance Transfer, to use a TD Visa Cheque, or if you otherwise authorize the Account to be charged without presenting the Card or without signing a sales draft (including by mail, telephone, Internet or any other electronic method of communication), the legal effect is the same as if you had presented the Card and signed a sales draft. If a Cardholder has at any time authorized a person to use the Account, the Primary Cardholder will be liable for any use of the Account by that person even though a Cardholder intended to limit that authorization to a particular use or time.

A Transaction will be considered "unauthorized" only if your Card or Account, including a Card or Account number, has been used by a person other than you or an Authorized User, and when neither you nor an Authorized User receives any benefit from the Transaction. You will also be required to have fulfilled your obligations as described in this section and in "Electronic Services; Use and Protection of a Card, PIN or Password". You will be required to cooperate fully with us in any investigation to determine if a Transaction was unauthorized.

If you cash a cheque using the Card and the cheque is dishonoured when presented for payment by us, a Cash Advance in the amount of such cheque will be charged to the Account as of the date you received the funds for such cheque.

Due to technical limitations in some countries, if you use the Card outside of Canada to withdraw cash from another account of a Cardholder at the Bank or our affiliates, the withdrawal may be recognized and treated as a Cash Advance from the Account, rather than a withdrawal of cash from the Cardholder's other account.

You may not use the Card before its *valid from* date or after its expiry date shown on your Card. However, if any amounts are charged to the Account before its *valid from* date or after the expiry date, the Primary Cardholder is responsible for and must pay us those amounts.

A stop payment on a TD Visa Cheque is not permitted. We reserve the right to refuse to honour any TD Visa Cheque. We reserve the right not to provide or to discontinue providing TD Visa Cheques at any time.

We reserve the right to block use of the Card and prevent use of the Account without telling you in advance if we suspect illegal, unauthorized or fraudulent use of the Account, including transactions relating to Internet gambling.

**Credit Limit and Overlimit Fee:** We will determine the maximum amount that may be charged to the Account (the **Credit Limit**). The initial Credit Limit is shown in the Disclosure Statement. Your Credit Limit may be reduced from time to time, without prior notice to you, as shown on the monthly statement (the **statement**) that we provide to you. We will not increase your Credit Limit without obtaining the express consent of the Primary Cardholder prior to doing so. The amount of credit that is available to you at any time (your **Available Credit**) is the positive difference between the Credit Limit and the Balance that is outstanding on the Account at such time. You must not let the amount owing on the Account exceed the Credit Limit. We may choose, from time to time and without notice to you, to allow the Balance that is outstanding on the Account to exceed the Credit Limit, but we are not required to do so even if we have done so before. If we allow you to exceed the Credit Limit, the Primary Cardholder is responsible for and must pay the amount that exceeds the Credit Limit when the statement is received and your Account may be charged an overlimit fee in the amount shown in the Disclosure Statement. Only one overlimit fee will be charged per statement period. The Primary Cardholder remains liable for the entire Balance owing on the Account, whether or not it exceeds the Credit Limit.

**Interest and Grace Period:** You can avoid interest being charged on Purchases and fees by ensuring that we always receive payment in full of your Balance every month by the Payment Due Date on your monthly statement. This interest-free period does not apply to Cash Advances. We charge interest on Cash Advances as described in "Interest on Cash Advances including Balance Transfers, Cash-Like Transactions and TD Visa Cheques". You will lose your interest-free status on all new Purchases and fees that appear on your statement for the first time if we do not receive payment in full of your Balance by the Payment Due Date on your current statement. We will then charge interest on all new Purchases and fees that appear on that current statement. Interest accrued on new Purchases and fees from their transaction date until the date we receive payment in full of the amount of those Purchases and fees on your current statement will appear on your next monthly statement.

Interest is calculated at a daily interest rate(s) which is equivalent to the applicable annual interest rate(s), each as initially shown in the Disclosure Statement. Interest rates are subject to change at any time. Any change to the applicable interest rate(s) will be indicated on your statement.

If interest is charged, we charge interest on any amount owed from the transaction date until that amount has been paid in full. We calculate interest daily but add it to your Balance on a monthly basis. We calculate interest on any amount owed each month by:

- multiplying the amount owed each day by the applicable daily interest rate or rates (that is the applicable annual interest rate or rates divided by the number of days in the year); and
- adding together those interest charges for each day in that month.

The total is the amount of interest we will charge you each month.

We do not charge interest on interest.

**The interest rate applicable to your Account will go up by 5% per annum, calculated on a daily basis, if you do not pay the Minimum Payment shown on your monthly statement within 30 days after the Payment Due Date shown on your monthly statement. You will also lose the benefit of any lower-rate promotional offers (including any offer that remains open to you to participate in). You will pay interest on your Account at the new higher rate shown on your monthly statement. You will continue to pay the higher rate of interest until such time as you have paid the Minimum Payment for two consecutive monthly statements by the Payment Due Date shown on each monthly statement.**

The number of days between the Statement Date and the Payment Due Date shown on your monthly statement is the **Grace Period**. If we receive payment in full of the Balance by the Payment Due Date on your previous statement, the Grace Period will continue to be the standard 21 days. If we did not receive payment in full of the Balance by the Payment Due Date on your previous month's statement, the number of days between the Statement Date and the Payment Due Date on your current statement will be automatically extended to 25 days. **Interest will continue to accrue during this extended 25-day period.** When we receive payment in full of your Balance by the Payment Due Date, the number of days between the Statement Date and the Payment Due Date on your next statement will revert back to your standard Grace Period. In addition, if your Payment Due Date falls on a Saturday, Sunday or holiday in Canada, your Payment Due Date will be automatically extended to the next day that is not a Saturday, Sunday or holiday in Canada. **Any interest that applies will continue to accrue during this extended period.**

**Interest on Cash Advances including Balance Transfers, Cash-Like Transactions and TD Visa Cheques:** Interest is always charged on Cash Advances from and including the transaction date of the Cash Advance until the amount of the Cash Advance is paid in full. When you transfer funds from your Account through a Balance Transfer, obtain a Cash-Like Transaction or use a TD Visa Cheque, we treat that Transaction as a Cash Advance. If you are uncertain whether a Transaction will be treated as a Cash Advance, please call us at 1-800-983-8472 or collect at (416) 983-8472.

**Minimum Payment:** You must pay at least the minimum payment required on each Payment Due Date shown on your statement which is calculated as shown in the Disclosure Statement.

**Foreign Currency Transactions:** If you use the Account to make Purchases or obtain Cash Advances in U.S. Dollars, Euros, Great British Pounds, Australian Dollars, or Mexican Pesos, the foreign currency will be converted directly to Canadian Dollars before it is recorded in the Account. If you use the Account to make Purchases or obtain Cash Advances in any other foreign currency, the currency will be first converted to U.S. Dollars and then to Canadian Dollars before it is recorded in the Account. Credits to the Account involving a foreign currency will also be converted directly to Canadian Dollars, or first to U.S. Dollars and then to Canadian Dollars, depending on the foreign currency involved as set out above.

For debit Transactions, currency will be converted by applying a rate established by VISA plus a fixed percentage as shown in the Disclosure Statement. For credit Transactions, currency will be converted by applying a rate established by VISA minus a fixed percentage as shown in the Disclosure Statement. As a result, for credit Transactions made in respect of prior, related debit Transactions, the Canadian Dollar amount credited to the Account will in most cases be less than the Canadian Dollar amount that was originally debited to the Account. The rate that is used will be the rate on the date that a Transaction is recorded in the Account and may be different from the rate in effect on the date of the Transaction.

**Statements:** We will provide the Primary Cardholder with a monthly statement if there has been any activity on the Account during the last month or there is any outstanding Balance except if, during any three-month period, there is an outstanding credit Balance on the Account that is less than \$10 and there has been no activity on the Account during that three-month period, then we may provide the Primary Cardholder with a monthly statement only at the end of that three-month period. Statements may not be provided on the same date in each month and therefore the Payment Due Date on your statement may not always be the same.

**Statement Errors:** You must promptly and carefully examine the statement and notify us in writing of any errors in the statement. We will investigate reported errors if we receive written notice from you within thirty (30) days of the statement date. If we do not receive written notice from you within thirty (30) days of the statement date, the statement and every item on the statement and our records respecting the Account will be considered to be correct (except for any amount that has been credited to the Account) and you may not afterwards make any claim against the Bank respecting any item in your statement.

**How We Communicate with You:** Statements and other communications will be sent by ordinary mail to the address appearing in our records for the Primary Cardholder. With the Primary Cardholder's consent, and if we agree to do so, we may also send statements and other communications by another method, including electronically. We may also send copies of the statements and other communications to an Authorized User, if requested and if we agree to do so, or are required to do so by law. The Primary Cardholder and each Authorized User acknowledges that the statement, any information on the statement and other communications may be shared with any Cardholder without notice to other Cardholders. Communication to the Primary Cardholder will be sufficient communication to all Cardholders. Communication sent by mail will be considered to have been received by the Cardholder five (5) business days after we mail it or at the time of sending in the case of an electronic method or when received in the case of a communication delivered by hand. The Primary Cardholder must advise us immediately of any address change or other information to keep our records current. We are not responsible for the failure of the Primary Cardholder or any Authorized User to receive a statement or other communication if we send it to the address, or other contact information we have for the Account, appearing in our records. For our mutual protection, we may record all telephone calls that relate to the Account.

**Lost or Stolen Cards:** You must notify us immediately by telephone or in writing if you know or suspect that a Card or TD *Visa* Cheque has been lost or stolen. The toll-free number to call is 1-800-983-8472 or you may call us collect at (416) 983-8472. If you notify us, you will not be liable for any unauthorized use of the Card. However, if the Account is used with a personal identification code such as the Cardholder's Personal Identification Number (**PIN**), Connect ID and/or Password, the Primary Cardholder will be liable for the full amount of all unauthorized Transactions which occur before notification.

**Making Payments:** It is the responsibility of the Primary Cardholder to ensure that payments are received by us by each Payment Due Date. You can make a payment to your Account at any time. You must choose a method of payment that results in your payment being received by us by the Payment Due Date. If we receive a payment after what we consider to be our normal business hours, that payment will be treated as having been received by us on the next business day. Payments that are made through the mail or at the branch, ATM or online banking service of another financial institution may take several days to be received by us. If your Payment Due Date falls on a Saturday, Sunday or holiday in Canada, your Payment Due Date will be automatically extended to the next day that is not a Saturday, Sunday or holiday in Canada. **Any interest that applies will continue to accrue during this extended period.**

**How We Apply Your Payments:** We will apply payments received on your Account first towards your Minimum Payment in the following order:

- a) First, to any interest that appears on your statement;
- b) Second, to any fees that appear on your statement;
- c) Third, to any Transactions that appear on your statement, including any amount that exceeds your Credit Limit or any past due amounts;
- d) Fourth, to any fees and other Transactions which do not yet appear on your statement.

In any of the above categories (a) to (d), those amounts with the lowest rate(s) of interest will be paid first before those amounts with the higher rate(s) of interest.

If you pay more than your Minimum Payment, we will apply that excess amount of your payment to the remaining Balance on your statement, as follows:

- i) First, all items that have the same interest rate(s) will be placed into the same category. For example, if your remaining Balance includes the amount of a Purchase at the interest rate that regularly applies to Purchases on your Account and also includes the amount of a Balance Transfer to which a lower promotional interest rate applies, these items will be placed into separate categories due to the different interest rate(s) that apply to them.
- ii) Second, we will allocate the amount of your payment above your Minimum Payment to the different interest rate(s) categories in (i) in the proportion that the amount in each category represents to the remaining Balance. For example, if the amount of your Purchase represents 70% of your remaining Balance and the amount of your Balance Transfer category represents 30% of your remaining Balance, we will apply 70% of your payment towards the amount of the Purchase and 30% of your payment towards the amount of your Balance Transfer.

If you pay more than your Balance on your statement, the excess will be applied to Transactions that have not yet appeared on your monthly statement, using the same payment allocation described in this paragraph for payment of the remaining Balance. We may delay enforcing our rights under this Agreement and may accept late payments, partial payments and payments marked as "paid in full" or containing similar wording without losing any rights that we have under this Agreement or by law, including the right to recover in full all amounts that the Primary Cardholder owes to us on the Account.

**Our Rights if you Default:** If you do not make a payment on the Payment Due Date, or otherwise do not comply with this Agreement, or if anything occurs which causes us to believe that you will be unable to make payment or otherwise not be able to comply with this Agreement:

- a) the entire Balance owing on the Account will, at our option, become due and payable, despite any other provision of this Agreement, together with interest on such Balance at the annual interest rate payable on the Account at that time,
- b) we may, without notice to you, deduct money from any other account that you have with us or any of our affiliated companies which would include any member of the TD Bank Financial Group, and use it to pay the amount that is owing to us, and
- c) you must pay all our legal expenses on a solicitor and own client basis (including legal fees charged by our own internal legal counsel) that we incur to collect or attempt to collect what is owing to us.

**Payments and Credits:** If we owe you any amount on the Account at any time we will not pay you interest on that amount. A credit Balance in the Account will not increase the Cardholder's Available Credit or Credit Limit. The Bank is not liable if the Cardholder is at any time for any reason unable to access funds deposited to the Account or a credit Balance in the Account. The Cardholder must not deposit any cheque or other payment instrument to the Account in order to obtain a Cash Advance or otherwise utilize the Account if the Cardholder has any reason to believe that the cheque or other payment instrument will not be honoured when the Bank presents it for payment.

**Ownership of Card:** The Card continues to remain our property, and we may revoke the Card at any time and require that each Card be returned to us.

**Responsibility for Services:** If you have any problems with purchases made through use of the Account, you must settle them directly with the merchant. Any dispute that you have with a merchant does not affect your obligation to pay us the full amount that has been charged to the Account.

If a merchant gives you a refund and we receive a credit voucher from the merchant, we will credit the Account with the amount that has been refunded. However, if interest has been charged in the meantime as a result of the transaction, we will not refund the interest charged.

We are not responsible for benefits, services and coverages associated with the Account that are provided by other companies, and you may not refuse to pay us any amount charged to the Account for such benefits, services and coverages. These benefits, services and coverages are subject to the terms set by the companies providing them and any disputes must be settled directly with those companies.

Although we have no obligation to do so, if we credit the Account, you agree that your rights and claims in respect of the credit are automatically assigned to us. You also agree to co-operate with us by signing any documents as may be required by us regarding the assignment of rights and claims before we credit the Account. However, we have no obligation to credit the Account and if we do credit the Account, it will not be considered a precedent for crediting the Account in the future.

**Electronic Services; Use and Protection of a Card, PIN or Password:** The following provisions apply to your use of a Card or the Account, including if we allow you to access or use a Card or the Account for any Transaction, including a Purchase, or any other activity on the Account with a personal identification code such as a Connect ID, Personal Identification Number (PIN), and/or Password, through a terminal (including one that accepts contactless payment cards) or other machine at an ATM, over the phone, on the Internet, or other electronic service:

- a) Access to or use of the Account through EasyLine™ telephone banking, EasyWeb™ Internet banking or to make electronic bill payments, if offered by us, is governed by the Bank's Financial Services Terms if the Cardholder has signed a Financial Services Agreement, or the Cardholder and Electronic Banking Services Agreement applies if you have not signed a Financial Services Agreement.
- b) Care and control of the Card, Connect ID, PIN and Password — You are responsible for the care and control of the Card, Connect ID, PIN and Password. You must maintain them safely at all times, which includes:
  - keep possession of the Card;
  - keep your PIN and Password separate from the Card and Connect ID;
  - keep your PIN and Password strictly confidential;
  - take all reasonable precautions to ensure that no one finds out your PIN or Password, including while you key in your PIN or Password at an ATM or other machine;
  - avoid such PIN or Password combinations that may be easily determined by others, such as birthdays, phone numbers, age, Social Insurance Number, etc.;
  - ensure that each PIN or Password is unique; and
  - contact us immediately if your Card is lost or stolen or your Connect ID, PIN or Password becomes known to an unauthorized person.

Your Card, Connect ID, PIN or Password are reserved strictly for your own use. If they are used by someone else, you will be required to prove that you took all reasonable precautions to protect these items.

- c) Your responsibility for use of the Card, Connect ID, PIN and Password — You are responsible for the full amount of all authorized activity or other Transactions resulting from use of the Card or Connect ID and PIN or Password by any person, including any entry error or fraudulent or worthless deposit at an ATM or other machine. You are responsible for the full amount of all unauthorized activity or other Transactions which occur before we receive notification that your PIN, Password or Card was lost or stolen or that your Connect ID, PIN or Password may have become known to an unauthorized person. On receiving such notice from you we will block the Card's, PIN's or Connect ID's ability to access our services and/or the use of a Card or the Account.
- d) Account activity — Our records will be conclusive proof of use of a Card or the Account or electronic services and will be considered your written request to perform the Transaction. Even though you may be provided with a Transaction receipt, verification or confirmation number, or interim statement by or through an ATM or other machine, the following applies to all Transactions or other activity on the Account:
  - our acceptance, count and verification of Transactions or deposits will be considered correct and binding unless there is an obvious error; and
  - Transactions or other activity on the Account through an ATM or other machine may be credited or debited by us to the Account on a date determined by us. This date may be different than the date on which you used the ATM, terminal or other machine.
- e) Access to other accounts — If we allow you to access or use any other account (including a deposit account) that you have with the Bank or its affiliates using your Card at an ATM, all of you, including any Authorized User from time to time, will also have access to and will be able to use the other account. Use of the other account includes conducting Transactions. By arranging and maintaining the access to the other account using your Card, it means that you agree that all of you, including any Authorized User from time to time, will have access to and use of the other account.
- f) *Verified by Visa* — You must register for and use the *Verified by Visa*\* program in order to access or use the Account for Internet transactions with participating merchants. Access to or use of the Account using the *Verified by Visa* program is governed by the Bank's *Verified by Visa* Cardholder Terms of Service.

**Liability for Damages Limited:** We will not be liable for any damages (including special, indirect or consequential damages) resulting from:

- any failure, error, malfunction or inaccessibility of any Card, ATM, terminal or other machine or equipment, or
- if for any reason your Card or a TD *Visa* Cheque is not accepted or for any other reason you cannot use the Account, even if we knew that damage was likely or the damage was a result of our negligence or the negligence of our employees, agents or representatives.

**Cancellation of Pre-Authorized Debits:** The Primary Cardholder is responsible for all pre-authorized debits charged to the Account, including pre-authorized debits charged to the Account by any Authorized User and including those charged to the Account after the Agreement is ended or an Authorized User Card has been cancelled, unless written notice to cancel the debit has been received by the merchant before it has been charged to the Account. If we request, you must provide us with a copy of the written notice received by the merchant. It is your responsibility to contact merchants if you want to cancel any pre-authorized debit and then to check your statement to ensure the pre-authorized debit has been cancelled. You are responsible for providing a merchant with adequate, correct and up-to-date information for any pre-authorized debits to be charged to your Account, including if your Card number or expiry date changes. We are not liable if any pre-authorized debits cannot be posted to your Account and you must settle directly with the merchant any dispute or liability you may have for the Transactions relating to those pre-authorized debits.

**Cancellation of Authorized User Card(s):** We may cancel an Authorized User Card or withdraw or limit access to the Account at any time without telling you in advance. The Primary Cardholder may also cancel an Authorized User Card by providing us with notice in writing instructing us to cancel and confirming that the Authorized User Card is in the possession of the Primary Cardholder or has been destroyed. In either case, cancelling an Authorized User Card will not affect the Primary Cardholder's obligation to pay all amounts owing on the Account. If the Primary Cardholder is unable to obtain or destroy the Authorized User Card, the Primary Cardholder will continue to be responsible for and will pay us for all amounts owing on the Account for interest, fees, Purchases, Cash Advances, TD *Visa* Cheques, or other Transactions incurred by any Authorized User.

**Changes to this Agreement:** We may make changes to this Agreement by giving subsequent notice of the change to the Primary Cardholder with your statement or in some other way, unless advance notice is required by law. If you sign, use or activate any Card or the Account or if any Balance owing on the Account remains unpaid after the change is made, it will mean you have accepted the change.

Benefits, services and coverages associated with any Card or the Account may also change or end by giving subsequent notice to the Primary Cardholder, unless advance notice or notice in some other way is required by law. Except if we change this Agreement in writing, any waiver by us of any provision of this Agreement will not be considered a precedent for waiving the same or any other provision.

**Transfer of Rights:** We may transfer, sell or otherwise assign all of our rights under this Agreement. If we do so, we may disclose information about you and the Account to anyone to whom we assign our rights.

**Ending this Agreement:** We may end this Agreement or withdraw or limit your right to access the Account at any time without telling you in advance. The Primary Cardholder may also end this Agreement by giving us notice in writing. In either case, ending this Agreement will not affect the obligation of the Primary Cardholder to pay all amounts owing on the Account, including all Pre-Authorized Debits charged to the Account before the merchant has received written notice of cancellation from a Cardholder. If this Agreement ends, you must return all Cards to us and, if we ask you to do so, all TD *Visa* Cheques issued to any Cardholder. In any event, we or our agent may take possession of them. When the Agreement ends, benefits, services and coverages will automatically end or may be cancelled or changed at our discretion.

**Liability:** The Primary Cardholder will be liable for payment of all amounts owing under this Agreement, including for all Transactions made by an Authorized User.

**Headings:** The headings to each section of this Agreement are added for convenience and do not change the meaning of any provision of this Agreement.

**Severability:** If it is found by a court that any portion of this Agreement is invalid or unenforceable, the remainder of the Agreement will not be affected.

**Governing Law:** This Agreement will be governed by and interpreted in accordance with the laws of the province or territory in Canada where you reside or most recently resided and the laws of Canada, as applicable. If you have not resided in Canada, this Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and Canada, as applicable.

**For Quebec Only:** It is the express wish of the parties that this Agreement and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.

**Privacy Agreement: Protecting Your Privacy** — In this section, the words "we", "us" and "our" mean the TD Bank Financial Group<sup>††</sup>. The word "Information" means personal, financial and other details about you that you provide to us and we obtain from others outside our organization, including through the products and services you use.

You acknowledge, authorize and agree as follows:

**Collecting and Using your Information** — At the time you begin a relationship with us and during the course of our relationship, we may collect Information including: details about you and your background, including your name, address, date of birth, occupation and other identification, all of which are required under law; records that reflect your business dealings with and through us; and your financial preferences and activities.

This Information may be collected from you and from sources outside our organization, including from:

- government agencies and registries, law enforcement authorities and public records;
- credit reporting agencies;
- other financial institutions;
- other service providers, agents and other organizations with whom you make arrangements;
- references you have provided; and
- persons authorized to act on your behalf under a power of attorney or other legal authority.

You authorize those sources to give us the Information.

We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:

- verify your identity;
- evaluate and process your application, accounts, transactions and reports;
- provide you with ongoing service;
- operate and administer the Card network system;
- analyze your financial needs and activities to help us serve you better;
- help protect you and us against fraud and error;
- help manage and assess our risks, operations and relationship with you; and
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

**Disclosing your Information** – We may disclose Information including as follows:

- with your consent;
- in response to a court order, search warrant or other demand or request, which we believe to be valid;
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, to satisfy legal and regulatory requirements applicable to us;
- to suppliers, agents and other organizations that perform services for you or for us or on our behalf including any supplier of services that you receive as an included benefit with your Card or that you request in order for the supplier to establish and serve you as a user of that service;
- to any Authorized User for whom you request an Authorized User Card;
- to operate and administer the Card network system;
- when we buy or sell all or part of our businesses or when considering such transactions;
- to help us collect a debt or enforce an obligation owed to us by you; or
- where permitted by law.

**Sharing Information within TD Bank Financial Group (TDBFG)** – Within TDBFG, we may share Information, other than health-related Information, for the following purposes: to manage your total relationship within TDBFG, including servicing your Account, as well as our business risks and operations; to comply with legal or regulatory requirements; and to allow other businesses within TDBFG to tell you about products and services. If you prefer, you may choose not to have us share your Information in this way.

#### **Additional Collections, Uses and Disclosures**

**Social Insurance Number (SIN)** – If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other products or services, your choice to provide it is optional. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your Information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

**Credit Consent** – We will obtain Information and reports about you from credit reporting agencies and other lenders at the time of and any time during the application process, and on an ongoing basis to review and verify your creditworthiness and/or establish credit and hold limits.

We may from time to time disclose your Information to other lenders and credit reporting agencies seeking such Information, which helps establish your credit history and supports the credit granting and processing functions in general. If you have a TD Canada Trust Credit Card Account or other credit product with us, you may not withdraw your credit consent.

**Insurance** – If you are applying for, requesting prescreening for, modifying or making a claim under an insurance product that we insure, reinsure, administer or sell, we may, if necessary, collect, use, disclose and retain health-related Information about you. We may collect this Information from you or any health care professional, medically related facility, insurance company or other person who has knowledge of your Information. We may also obtain a personal investigation report.

We may use your Information to:

- ensure you are eligible for coverage;
- administer your insurance and our relationship with you;
- investigate and adjudicate your claims;
- help manage and assess our risks.

We may share your Information with any health care professional, medically related facility, insurance company or other person who has knowledge of your personal Information, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TDBFG, except to the extent that other TDBFG companies insure, reinsure, administer or sell relevant coverage and the disclosure is required for the purposes described above. Your health-related Information may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

**Marketing Purposes** – We may also use your Information for marketing purposes, including to: better understand your financial needs and activities so that we may tell you about other products and services that may be of interest to you, including those offered by our affiliates and third parties we select; determine your eligibility to participate in contests, surveys or promotions, and to conduct and administer contests that you enter; conduct research and surveys to assess your satisfaction with us as a customer, and to develop products and services to meet your needs; contact you by telephone, fax and automatic dialing-announcing device, at the numbers you have provided us, or by Internet, mail and other methods.

With respect to these marketing purposes, you may choose not to have us:

- contact you occasionally either by mail, telephone, email, fax, Internet or all of these methods, with offers that may be of benefit to you
- contact you to participate in customer research and surveys.

**Telephone Discussions** – When speaking with one of our telephone service representatives, we may monitor and/or record your telephone discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

#### **More Information**

Please read our Privacy Code – “Protecting Your Privacy” – for further details about these provisions and our privacy policies. Visit [www.td.com/privacy](http://www.td.com/privacy) or contact us for a copy. You acknowledge that we may amend these privacy provisions and our Privacy Code from time to time to reflect changes in legislation or other issues that may arise. We will post the revised provisions and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments. If you wish to opt out or withdraw your consent at any time for any of the opt-out choices described above, you may do so by contacting us at 1-866-222-3456. Please read our Privacy Code for further details about your opt-out choices.

**If You Have a Problem or a Concern:** Tell us about your problem or concern in the way that is most convenient for you. If your problem pertains to TD Canada Trust Credit Card Group or to a transaction on your statement, you may contact a TD Canada Trust Customer Service Representative toll-free at 1-800-983-8472, contact us by mail at TD Canada Trust Credit Card Group, TD Centre, P.O. Box 300, Toronto, Ontario M5K 1K6, by fax at 1-877-983-2932, or by email\*\* at [customerfeedback@td.com](mailto:customerfeedback@td.com). For other types of problems, please contact your Branch, or the Business Unit that handles your account, once again, in the way that is most convenient. As a next step, if your concern remains unresolved, the Manager will offer to elevate your problem to a representative of the Senior Management Office. Alternatively, if you prefer to elevate the problem yourself, the Manager will be pleased to provide you with the contact information. You may also speak with one of our telephone banking specialists at 1-800-430-6095, and they will assist you by having the appropriate representative contact you.

If your concern remains unresolved, you may contact the TD Ombudsman, by mail at P.O. Box 1, TD Centre, Toronto, Ontario M5K 1A2, or toll-free at 1-888-361-0319. If your concern still remains unresolved, you may then contact the Ombudsman for Banking Services and Investments (OBSI) by mail at P.O. Box 896, STN Adelaide, Toronto, Ontario M5C 2K3 or toll free at 1-888-451-4519.

For a more detailed overview please obtain a copy of our “If You Have a Problem or Concern” brochure from any branch or from our website at [www.td.com](http://www.td.com).

Financial Consumer Agency of Canada – If you have a complaint regarding a potential violation of a consumer protection law, you may contact the Financial Consumer Agency of Canada (FCAC) in writing at 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. Please note that the FCAC does not become involved in matters of redress or compensation – all such requests must follow the process set out above.

\*\* For your protection, do not send confidential or personal information (such as your Account number) via email, as it is not a secure method of communication. If your request is urgent or requires disclosure of confidential information for resolution, please phone us.

## **TD DRIVERS REWARDS PROGRAM TERMS & CONDITIONS**

**DEFINITIONS:** In this section, these words mean the following:

**Agreement** means the applicable terms of the TD Drivers Rewards Visa Cardholder Agreement as well as the Program Terms.

**Auto Parts or Services** means any accessories, parts, or services, including memberships in automobile associations, for an automobile or other vehicle that can be purchased from an Eligible Merchant of Auto Parts or Services.

**Card network system** means the Visa card network system.

**Centre** means the TD Canada Trust Credit Card Customer Service Centre.

**Eligible Merchants** means all Eligible Merchants of Gas and all Eligible Merchants of Auto Parts or Services that are identified below under the “**Eligible Merchants**” section of these Program Terms.

**Eligible Merchants of Auto Parts or Services** means all Eligible Merchants that are not identified with the term “(Gas)” appearing beside their Merchant Codes under the “**Eligible Merchants**” section of these Program Terms.

**Eligible Merchants of Gas** means all Eligible Merchants that are identified with the term “(Gas)” appearing beside their Merchant Codes under the “**Eligible Merchants**” section of these Program Terms.

**Eligible Purchases of Auto Parts or Services** means only those Purchases that are identified below under the “**Redeeming TDR Points for Auto Parts or Services**” section of these Program Terms.

**Gas** means gasoline, diesel, or any other fuel for an automobile or other vehicle that can be purchased from Eligible Merchants of Gas.

**MC** and **Merchant Code** mean the merchant code used by the Card network system to classify a merchant. Merchant Codes are subject to change by the Card network system and any changes made by the Card network system to a Merchant Code will be applied by us to this Program without notice to you.

**Program** means the TD Drivers Rewards Program associated with the Account which includes all Program privileges and reward benefits, including TDR Points.

**Program Terms** means the terms and conditions and any policies or rules of the Program.

**Special Offers** means offers or other promotions made available to you from time to time including for certain Vehicles.

**TDR Point(s)** means a TD Drivers Rewards Point(s).

**TDR Points Statement** has the meaning below under the “**TDR Points Statement**” section of these Program Terms.

**TDR Form** or **TDR Redemption Form** means any redemption or other form that we may require you to complete to redeem your TDR Points for a Vehicle including in connection with a Special Offer.

**Vehicle** means any brand, make or model, new or used, that is purchased or leased from any retail merchant, including an Eligible Merchant, of any road-worthy, licensable, motorized vehicle (such as a car, mini van, moped, motorcycle, motor home, RV, SUV, or truck), but does not include any kind of ATV, airplane, bicycle, boat, scooter, snowmobile, train, or any fleets of Vehicles.

**We, us** and **our** mean the Bank and the Centre.

### Earning TDR Points

TDR Points are awarded for Purchases charged to the Account. You will earn the following TDR Points during any statement (billing) period:

- 2 TDR Points for each one (\$1.00) dollar in Purchases of Gas, up to and including a maximum amount of \$700.00 in Purchases of Gas, and 1 TDR Point for each one (\$1.00) dollar in Purchases of Gas over the amount of \$700.00;
- 1.25 TDR Points for each one (\$1.00) dollar in Purchases of Auto Parts or Services; and
- 1 TDR Point for each one (\$1.00) dollar in other Purchases, excluding Purchases of Gas and Purchases of Auto Parts or Services;

All fees, Cash Advances (including Balance Transfers, Cash-Like Transactions or TD *Visa* Cheques), interest charges, optional services, refunds, rebates or other similar credits do not qualify as Purchases. Credits for returned items and other similar credits will reduce or cancel the TDR Points earned by the amount originally charged to the Account.

Your statement period (billing period) is shown on your monthly statement for the Account. It is the time period between your previous statement date and the statement date of your monthly statement. Your statement period starts on the day after your previous statement date and ends on the statement date of your current monthly statement.

### Eligible Merchants

You will earn TDR Points for Purchases of Gas and Purchases of Auto Parts or Services charged to the Account, only if you make such Purchases of Gas or Purchases of Auto Parts or Services at merchants that are classified in the Card network system with the following Merchant Codes (“**Eligible Merchants**”):

Eligible Merchant	MC #	Eligible Merchant	MC#
Service Stations ( <b>Gas</b> )	5541	Motor Home Dealers	5592
Automated Fuel Dispensers ( <b>Gas</b> )	5542	Miscellaneous Auto Dealers	5599
UK Petrol Stations ( <b>Gas</b> )	9752	Auto Body Repair Shops	7531
Motor Vehicle Supply/New Parts	5013	Tire Retread/Repair Shops	7534
Automobile Dealers & Leasing	5511	Auto Paint Shops	7535
Auto Dealers (Used Only)	5521	Auto Service Shops	7538
Automotive Tire Stores	5532	Car Washes	7542
Automotive Parts Stores	5533	Towing Services	7549
Motorcycle Dealers	5571	Auto Associations Club	8675

### Earning a Different Number of TDR Points for Purchases

We cannot guarantee or confirm the Merchant Code that will be used by any merchant, including an Eligible Merchant, for a Purchase until that Purchase has been posted to your Account. If you make a Purchase on the Account from a merchant that does not qualify as an Eligible Merchant under the Program, even if the merchant is located on the same premises as an Eligible Merchant, you will only earn the number of TDR Points that apply to a Purchase charged to the Account. We will not be liable or responsible for any claim that any Purchase on the Account does not qualify under the Program as a Purchase of Gas or an Eligible Purchase of Auto Parts or Service from an Eligible Merchant due to the Merchant Code for that Purchase. If you notice that you earned a different number of TDR Points than you expected to earn for a Purchase, you may contact the Centre at 1-800-983-8472.

### TDR Points Statement

We will provide you with your TDR Points balance (the “**TDR Points Statement**”) within the monthly statement for the Account. You must promptly and carefully examine the TDR Points Statement and notify us in writing of any errors in the TDR Points Statement. In the event of an error, our only responsibility is to correct the error. If we do not receive written notice from you within thirty (30) days of the statement date of the monthly statement for the Account, the TDR Points Statement will be considered correct and you may not afterwards make any claim against the Bank respecting any item in your TDR Points Statement. However, we reserve the right to adjust the TDR Points balance on the Account at any time without notice to you.

### TDR Points Expiry

TDR Points will not expire as long as the Account remains open and this Agreement has not ended. In the event that we end this Agreement for any reason, all TDR Points will expire immediately. If the Account is in good standing and the Primary Cardholder ends this Agreement and/or transfers to another TD Canada Trust Credit Card Account, any accumulated TDR Points from the Account must be redeemed within ninety (90) days of the date of the transfer to another TD Canada Trust Credit Card Account or when this Agreement ends. We reserve the right to delay expiration of TDR Points, which delay will not be considered a precedent as to our future TDR Points expiry policy.

### Redeeming TDR Points for Purchases of Auto Parts or Services

You can redeem TDR Points for Purchases of Auto Parts or Services made on your Account, only at Eligible Merchants which are classified in the Card network system with the following Merchant Codes (the “**Eligible Merchants of Auto Parts or Services**”):

Eligible Merchants of Auto Parts or Services	MC #
Auto Associations Club	8675
Auto Body Repair Shops	7531
Auto Dealers (Used Only)	5521
Auto Paint Shops	7535
Auto Service Shops	7538
Automobile Dealers & Leasing	5511
Automotive Parts Stores	5533
Automotive Tire Stores	5532
Car Washes	7542
Motor Home Dealers	5592
Motor Vehicle Supply/New Parts	5013
Motorcycle Dealers	5571
Miscellaneous Auto Dealers	5599
Tire Retread/Repair Shops	7534
Towing Services	7549

Any Cardholder can redeem TDR Points to cover the full or partial cost of any Purchase of Auto Parts or Services from Eligible Merchants of Auto Parts or Services and charged to the Account (“**Eligible Purchases of Auto Parts or Services**”).

A Cardholder may redeem their TDR Points by contacting the Centre at 1-800-983-8472 any time after their Eligible Purchase of Auto Parts or Services has been posted to the Account and within ninety (90) days from the transaction date of that Eligible Purchase of Auto Parts or Services. To determine when an Eligible Purchase of Auto Parts or Services has been posted to your Account, view your transactional history for the Account online through our EasyWeb internet banking or allow that Eligible Purchase of Auto Parts or Services to appear on your next monthly statement for the Account after the transaction date of that Purchase. Until an Eligible Purchase for Auto Parts or Services has been posted to the Account and the TDR Points earned on that Eligible Purchase of Auto Parts or Services have been recorded in your TDR Points Statement, you cannot redeem any TDR Points that you may earn on that Eligible Purchase of Auto Parts or Services.

The Cardholder must advise the Centre of the number of TDR Points they wish to redeem for the Eligible Purchase of Auto Parts or Services which will be deducted from the TDR Points balance available on the day the Cardholder has contacted the Centre, and the amount of TDR Points will be credited by the Centre to the Account. If there are insufficient TDR Points available to cover the entire amount of the Eligible Purchase of Auto Parts or Services, the Account will only be credited with the amount of the TDR Points redeemed. Any amount of the Eligible Purchase of Auto Parts or Services not covered by the redemption of TDR Points will remain on the Account for payment.

### Redeeming TDR Points for Vehicles

You can redeem TDR Points to cover the full or partial cost of the purchase or lease by a Cardholder of any Vehicle, if there are sufficient TDR Points available in your TDR Points balance to do so.

A Cardholder may redeem TDR Points for their purchase or lease of a Vehicle, within ninety (90) days from the date of the purchase or lease of that Vehicle by contacting the Centre at 1-800-983-8472. The Cardholder must advise the Centre of the number of TDR Points they wish to redeem for the purchase or lease of the Vehicle, which will be deducted from the TDR Points balance available on the day the Cardholder has contacted the Centre, and the amount of TDR Points will be credited by the Centre to the Account. The Cardholder must provide the Centre with the make, model, Vehicle Identification Number (**VIN**), the date of the purchase or lease of the Vehicle, and the name of the retail merchant where the Vehicle was purchased or leased. A copy of your bill of sale or lease of the Vehicle is not usually required when you make your request to redeem TDR Points through the Centre, however, we reserve the right to request a copy of your bill of sale or lease of the Vehicle at any time, including before or after your redemption request is processed.

You are not required to charge any amount of your purchase or lease of a Vehicle to the Account in order to redeem TDR Points for that purchase or lease, but a Cardholder may do so, subject to the Available Credit on the Account. If you redeem TDR Points towards any amount of your purchase or lease of a Vehicle that has been charged to your Account and there are insufficient TDR Points available to cover the entire amount that has been charged to the Account for the purchase or lease of the Vehicle, the Account will only be credited with the amount of the TDR Points redeemed. Any amount of the purchase or lease of the Vehicle not covered by the redemption of TDR Points will remain on the Account for payment.

You cannot redeem your TDR Points for the business purchase or business lease of a Vehicle or for the private sale or lease of a Vehicle.

### TDR Points Redemptions

In order to redeem TDR Points, the Account must be open, in good standing, and not in default under the Program Terms. Charges to the Account that have not been posted to the Account and have not been recorded in our records as having accumulated TDR Points are not available to be redeemed.

TDR Points can only be redeemed up to the full amount of the Eligible Purchase of Auto Parts or Services that has been charged to your Account or the amount, whether charged to the Account or not, of your purchase or lease of a Vehicle. Your Account will not be credited for more than the full amount that has been charged to your Account for an Eligible Purchase of Auto Parts or Services, or for the full amount of the Vehicle that you have purchased or leased.

TDR Points are redeemed on the date that you contact the Centre. This means that you can continue to earn TDR Points for Purchases on the Account, and you can then redeem those TDR Points toward the Eligible Purchase of Auto Parts or Services on the Account or towards the amount of the lease or purchase of a Vehicle, even after the transaction date of that Eligible Purchase of Auto Parts or Services or the date of purchase or lease of the Vehicle.

### TDR Points Redemptions by Designates

Redemption of TDR Points can only be accepted from the Primary Cardholder or an Authorized User. However, if we permit, the Primary Cardholder can request to designate, in writing, by submitting a designation form in our standard format or by any other means that we may permit, another person as agent for the Primary Cardholder to redeem TDR Points and provide other related instructions on behalf of the Primary Cardholder.

### Special Offers

We may make Special Offers under this Program, including earning or redeeming bonus TDR Points. We may require you to complete a TDR Redemption Form (available at [www.tdrewards.com/driversrewards](http://www.tdrewards.com/driversrewards)) to earn or redeem any TDR Points under a Special Offer. The Program Terms will continue to apply to any Special Offer unless we advise you otherwise.

### Value of TDR Points and Redemption Increment Requirements

Every 2,500 TDR Points are worth \$25 off the amount of an Eligible Purchase of Auto Parts or Services charged to the Account and the amount of a Vehicle purchased or leased by you. Redemptions can only be made in increments of 2,500 TDR Points.

### TDR Points Transfers and Other Restrictions

TDR Points (including those earned from Card(s) issued to an Authorized User) are for the sole benefit of the Primary Cardholder.

TDR Points from the Account cannot be converted to, combined or pooled with any points from another TD Canada Trust Credit Card Account. TDR Points cannot be transferred upon the death of the Primary Cardholder, except to an Authorized User on the Account, provided the Authorized User applies, qualifies and becomes a Primary Cardholder for the Account. TDR Points have no cash value, cannot be redeemed for cash or credit and will be declared void if sold, bartered or otherwise assigned. TDR Points cannot be divided or otherwise transferred in the event of separation or divorce. The Cardholder may be subject to claims and may lose Program privileges if the redemption of TDR Points breaches this Agreement.

### Other Rewards Programs

Purchases on your Account may earn points, rewards or other benefits from other rewards programs ("**Other Benefits**"). You cannot redeem Other Benefits at the Centre. The Centre will not allow you to redeem any amount of your Purchases for which you may be using Other Benefits. We are not responsible for the issuance or redemption of Other Benefits.

### Taxes

The payment of all applicable taxes related to this Program, including for any Vehicles or Auto Parts or Services redemptions or other Purchases is your sole responsibility. Applicable taxes for any redemptions that are permitted under the Program may be charged to the Account and/or paid by redeeming TDR Points at the time of redemption. The amount of any taxes associated with the Program, including Vehicles or Auto Parts or Services, that are imposed by third parties, are your sole responsibility and may change at any time without notice. Any personal income tax liability that may arise from the receipt or redemption of TDR Points is your sole responsibility.

### Changes and Termination; Personal Use Only

We reserve the right to change any of the rules, regulations, terms, conditions, restrictions, benefits, procedures, Eligible Merchants in respect of the Program and the Account, in whole or in part, with or without prior notice. However, when no prior notice is provided, we will make every effort to inform you of such changes as soon as possible after they are made. We are not responsible for market changes beyond our control. We may terminate the Program at any time. If the Program is terminated, TDR Points may only be redeemed within ninety (90) days from the date of our notice of Program termination. We reserve the right to cancel or make changes regarding the Account, TDR Points, or reward benefits of the Program including for Vehicles, Gas, Auto Parts or Services, or Eligible Merchants, with or without notice, if you abuse the Program privileges, do not comply with this Agreement, misrepresent any information provided to us or if you conduct yourself in a manner detrimental to us or the interests of the Program. In addition, the Program must be used by Cardholders solely for personal use. Any business use made of this Program by any Cardholder or any other person, including redemptions for Vehicles or for Auto Parts or Services that are not for personal use, may result in the cancellation or termination of the Account, TDR Points or rewards benefits of the Program, or this Agreement.

### No Liability for Vehicles or Auto Parts or Services Redeemed with TDR Points

We accept no responsibility or liability for the failure of any Vehicles or Auto Parts or Services that have been obtained through the redemption of TDR Points for any reason, or for any loss or damage caused by Vehicles, or by Auto Parts or Services supplied or requested, including through a Purchase on the Account, in connection with the Program. We accept no responsibility or liability if Vehicles or Auto Parts or Services are replaced, substituted, downgraded or upgraded from the original or for any other changes or substitutions that may be made at the time of purchase or lease. It is the Cardholder's responsibility to know the relevant policies, terms and conditions of any vendor, lessor or merchant, including those of Eligible Merchants, relating to all Purchases and earnings under this Program and redemptions for Vehicles and Auto Parts or Services.

### Interpretation and Limitation of Liability

We will be the final authority as to the interpretation of all rules, regulations, terms, conditions, restrictions and benefits of the Program as outlined in this Agreement. We are not responsible or liable for any loss suffered by Cardholders or third parties for the Program, TDR Points, reward benefits relating to Vehicles, Gas or Auto Parts or Services, the terms and conditions of the Program, or as a result of changes in respect of or termination of the Program, Card(s) or the Account. We will not be liable for any damages (including special, indirect or consequential damages) for the Program, TDR Points, or reward benefits regarding Vehicles, Gas, or Auto Parts or Services.

Every effort has been made to ensure that the information in materials provided to Cardholders from time to time is accurate. However, we will not be liable for any errors or omissions in that information, or for any loss to or damages suffered by Cardholders arising from such errors or omissions. We do not review any materials or information that is provided to you by or through any Eligible Merchants and we are not liable for any errors or omissions that may be contained in that information or materials.

## COMMON CARRIER TRAVEL ACCIDENT INSURANCE

Provided by:

*Chubb Insurance Company of Canada*

*One Financial Place  
1 Adelaide Street East  
Toronto, Ontario M5C 2V9*

The Coverage Certificate below applies to the TD Drivers Rewards *Visa* Card which will be referred to as a "TD Canada Trust Credit Card Account" throughout the Certificate:

### Coverage Certificate

Chubb Insurance Company of Canada ("Chubb") certifies as follows that You are eligible to be an *Insured Person* under Policy #6476 4830 (the "Policy") underwritten by us and issued to The Toronto-Dominion Bank. Also eligible below are your *Spouse* and *Dependent Children*.

Words in *italics* in this Certificate are defined in Section 1.

### Section 1 – Definitions

ACCIDENTAL BODILY INJURY (IES) 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 Your TD Canada Trust Credit Card Account accessed using Your TD Canada Trust Credit Card or TD *Visa* Cheque.

ACCOUNT HOLDER means the Cardholder to whom the monthly *Account* statement is sent, and who is a resident of Canada. The *Account Holder* may be referred to herein using "you" and "your".

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. Should a *Common Carrier* be delayed or rerouted, such that the carrier is required to arrange alternate transportation for its passengers, the definition of *Common Carrier* will extend to whatever conveyance is used for this purpose. Such alternate transportation need not be charged to your *Account* for coverage to be in effect. *Common Carrier* is extended to include any Airline having a Charter Air Carrier's License 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*, when the entire cost of the passenger fare for such transportation has been charged to an *Insured Person's Account*.

DEPENDENT CHILD(REN) means those children residing with the *Account Holder*, under the age of twenty-one (21) and unmarried, who are primarily dependent upon the *Account Holder* for maintenance and support. *Dependent Children* also means children beyond the age of twenty-one (21) and unmarried, who are permanently, mentally and physically challenged and incapable of self-support. Also included in the definition of *Dependent Children* are the *Account Holder's Dependent Children* under the age of twenty-five (25) and unmarried, who are classified as full-time students at an institution of higher learning.

IMMEDIATE FAMILY MEMBER means the *Spouse*, parents, grandparents, children age eighteen (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* listed in Section 3 and for which this insurance provides coverage.

PERMANENT TOTAL DISABILITY means that the *Accidental Bodily Injuries* sustained in a covered accident solely and directly:

- 1) prevent the *Insured Person* from performing all the substantial and material duties of the *Insured Person's* occupation; and
- 2) causes a condition which is medically determined, by a physician approved by Chubb, to be of continuous and indefinite duration; and
- 3) require the continuous care of a physician, unless the *Insured Person* has reached his/her maximum point of recovery; and
- 4) 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 twelve (12) consecutive months.

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

SPOUSE means either a person to whom the *Account Holder* is lawfully married, or the common-law spouse of an *Account Holder*. Common-law spouse shall mean a person (of the same or opposite sex) who has been living with the *Account Holder* continuously for at least one year and is publicly represented as the *Account Holder's* partner.

## Section 2 – 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 traveling 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 3 – 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 one year from the date of the accident:

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

<b>Accidental Loss of</b>	<b>Benefit Amount</b>
Life	\$75,000
Speech and Hearing	\$75,000
Both Hands or Both Feet or Sight of Both Eyes or a Combination of a Hand, a Foot or Sight of One Eye	\$75,000
One Arm or One Leg	\$56,250
One Hand or One Foot or Sight of One Eye	\$50,000
Speech or Hearing	\$50,000
Thumb and Index Finger of the same Hand	\$25,000
<b>Paralysis</b>	
Quadriplegia (complete paralysis of both upper and lower limbs)	\$150,000
Paraplegia (complete paralysis of both lower limbs)	\$150,000
Hemiplegia (complete paralysis of upper and lower limbs of one side of body)	\$150,000

"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 of all practical use of an arm or leg provided the loss is continuous for twelve (12) consecutive months.

## B. Permanent Total Disability and Coma Benefits

<b>Loss</b>	<b>Benefit Amount</b>
Permanent Total Disability	\$75,000
Coma	\$75,000

- (i) *Permanent Total Disability* benefits are available only to you and your *Spouse*. Benefit amount (less any amount paid under Sections 3(A) and (B)) is payable if an *Insured Person* sustains *Permanent Total Disability* within three hundred sixty-five (365) days after the date of the accident and the *Permanent Total Disability* continues for twelve (12) consecutive months.
- (ii) *Coma* benefits are available only to your *Dependent Child(ren)*. An elimination period of thirty-one (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 2, 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 one (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 4 – 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*, Chubb 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, Chubb 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, Chubb will pay for the cost of preparation and transportation of *Insured Person's* body to such place of residence. The maximum Repatriation Benefit payable is \$10,000 per loss of life.

### C. Rehabilitation Benefit

When *Accidental Bodily Injury* results in a *Loss*, an additional amount will be paid for covered Rehabilitation expenses. Covered expenses are the reasonable and necessary expenses actually incurred up to a maximum of \$10,000 for treatment by a therapist or confinement in an institution of an *Insured Person* provided:

- (i) such treatment is required in order to retrain the *Insured Person* for work in any gainful occupation, including the *Insured Person's* regular occupation; and
- (ii) expenses are incurred within two (2) years from the date of the accident. No payment will be made for ordinary living, travelling or clothing expenses.

## Section 5 – 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 Chubb. 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 Chubb. 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, we will pay the benefit amount to the first surviving class in the following order:

- a) the *Insured Person's* *Spouse*;
- b) in equal shares to the *Insured Person's* surviving children;
- c) in equal shares to the *Insured Person's* surviving parents;
- d) in equal shares to the *Insured Person's* surviving brothers and sisters;
- e) to the *Insured Person's* estate.

## Section 6 – Exclusions

The 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 or resulting from a declared or undeclared war, but war does not include acts of terrorism.
- d) *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.

## Section 7 – Making a Claim

Written Notice of Claim must be given to Chubb Insurance Company of Canada, One Financial Place, 1 Adelaide Street East, Toronto, Ontario M5C 2V9 within thirty (30) days after the occurrence or commencement of any *Loss* covered by this Policy or as soon as reasonably possible. Notice must include enough information to identify the *Insured Person* and *Account*. Failure to give Notice of Claim within thirty (30) days will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

Written Proof of *Loss* must be given to us within ninety (90) days after the date of *Loss*, or as soon as reasonably possible.

At the time of a claim, Chubb is available to assist you or your representative in obtaining and completing the necessary claim forms. Call 1-800-532-4822.

## Section 8 – Individual Termination of Insurance

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 his or her *Account* privileges are terminated.

## Section 9 – General Conditions

**LEGAL ACTION AGAINST US:** No legal action may be brought to recover on this Policy until sixty (60) days after we have been given complete written Proof of *Loss*. No such action may be brought after three (3) years from the time written Proof of *Loss* is required to be given. No such action may be brought unless there has been full compliance with all of the terms of this Policy. In no case will we be liable for benefits that are not payable under the terms of this Policy or that exceed the applicable Benefit Amounts or Limits of Insurance.

**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.

**PHYSICAL EXAMINATION AND AUTOPSY:** Chubb has the right to have the *Insured Person* examined by a physician approved by Chubb, as often as reasonably necessary while a claim is pending. Chubb may also have an autopsy done, unless prohibited by law. Any examinations or autopsies that we require will be done at Chubb's expense and by a physician.

**MASTER POLICY:** This certificate is a description of coverage provided by Policy #6476 4830 issued to The Toronto-Dominion Bank. All terms and conditions of the Policy govern. In no event does possession of multiple certificates or TD Canada Trust Credit Card Accounts entitle an *Insured Person* to benefits in excess of those described herein for any *Loss* sustained.

†† TD Bank Financial Group means The Toronto-Dominion Bank and its affiliates who provide deposit, investment, loan, securities, trust, insurance and other products or services.

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