

TD Canada Trust



TD[®] Aeroplan[®] Visa Platinum^{*}
Cardholder
Agreement and
Benefit Coverages
Guide



The
TD Aeroplan Visa Platinum
Cardholder Agreement
and Benefit Coverages Guide

This document contains important and useful information about your TD Aeroplan Visa Platinum Card.

Please keep this document in a secure place for future reference.

A copy of this document is also available online at tdcanadatrust.com for future reference.

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This Cardholder Agreement is between you and The Toronto-Dominion Bank (the **Bank, we, us** or **our**). It applies to the Card and the Account including when you use the Card or Account.

When you sign, activate or use the Card or the Account, it means that you have received and read both this Cardholder Agreement and the Disclosure Statement that together form the Agreement between you and the Bank.

We may send you changes or replacements for this Agreement from time to time. This Agreement replaces any previous Agreement between you and the Bank.

1. DEFINITIONS

What these **key words** mean in this Agreement:

Account means the credit card account we open and maintain for the Card.

Additional Cardholder means a person that we issue a Card to at the request of the Primary Cardholder.

Agreement means this Cardholder Agreement and the Disclosure Statement for the Account.

Available Credit means the amount of credit that is available to you at any time on the Account. It is the positive difference between the Credit Limit and the Balance that is owed on the Account.

Balance means the total amount of all Transactions, fees, interest and other amounts charged to the Account under this Agreement, less any payments or other credits posted to your Account.

Balance Transfer means a Transaction where you request us to transfer any balance that is owed on another credit card account to the Account. The other credit card account cannot be an account with the Bank. A Balance Transfer is treated as a Cash Advance. We may offer you a promotional interest rate on a Balance Transfer, but if we do not, then the annual interest rate that applies on the Account for Cash Advances applies to that Balance Transfer. If you accept a promotional offer on a Balance Transfer, this Agreement will continue to apply to that Balance Transfer and any additional terms we set out in the promotional offer will also apply to that Balance Transfer.

Card means the credit card for the Account that we issue to you or any renewal or replacement of that credit card.

Cardholder means the Primary Cardholder and any Additional Cardholder.

Cash Advance means a Transaction where you withdraw cash from the Account including through:

- any device such as an automated teller machine (**ATM**), phone, online or mobile device;
- our branches and at other financial institutions;
- a Balance Transfer;
- a TD Visa Cheque; or
- a Cash-Like Transaction.

Cash-Like Transaction means a Transaction to purchase items that are similar to and can be converted into cash. Cash-Like Transactions

include casino gaming chips, money orders, wire transfers, travellers cheques and gaming transactions (including betting, off-track betting and race track wagers).

Disclosure Statement means the document that we provide to you with the Card that discloses information about the Card and the Account, additional to what is in the Cardholder Agreement, including interest rates and fees.

Payment Due Date means the date on which your payment is due as shown on the statement for the Account.

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

Purchase means any Transaction other than a Cash Advance.

TD Visa Cheque means a credit card cheque we may issue to you, with your consent, that you can use to: (i) pay for goods and services with your Card; or (ii) transfer any balance on another credit card account to this Account. The other credit card cannot be an account you have with the Bank. We may offer you a promotional interest rate on your TD Visa Cheque, but if we do not, then the annual interest rate that applies on the Account for Cash Advances applies to your TD Visa Cheque. If you accept a promotional offer on a TD Visa Cheque, this Agreement will continue to apply to that TD Visa Cheque and any additional terms we set out in the promotional 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 or Cash Advance.

You or **your** means each Cardholder or an Additional Cardholder.

2. USING THE ACCOUNT

You may use the Account for:

- Purchases;
- Cash Advances;
- Access to your other accounts at the Bank or our affiliates; and
- Any other purpose that we agree to.

The Primary Cardholder is responsible for and must pay us the Balance on the Account. If you want another Cardholder or any other person to repay you for any amount paid or owing on the Account, it is your responsibility, not the Bank's, to make the appropriate arrangements with that Cardholder or other person.

You must not allow any person other than a Cardholder to use the Account. If a Cardholder lets someone else use the Account or a Card, you are still responsible for any use of the Account or a Card, even if a Cardholder wanted to limit that use.

We can let any Cardholder give us instructions for the Account without the approval of or notice to the other Cardholders. The Primary Cardholder can request us to issue a Card to any person without notice to any other person. We may limit the number of Cards issued on the Account.

When you pay for goods and services using your Card number without using your Card or entering your PIN (for example by mail, telephone, Internet, mobile or any other electronic method), we will treat that use the same as if you had shown your Card.

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

We can stop providing TD Visa Cheques at any time. We can also refuse to process any TD Visa Cheque. We do not allow stop payments on TD Visa Cheques.

If you use the Card outside of Canada to withdraw cash from the Bank or with our affiliates, the withdrawal may be treated as a Cash Advance from the Account, rather than a cash withdrawal from your other account because of certain limitations in some countries.

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

We may block use of the Card or the Account without telling you in advance if we suspect illegal, unauthorized or fraudulent use of the Account. This includes transactions relating to Internet gambling or where we have any other reasonable grounds to do so.

You agree you will use the Card or the Account for personal, family or household purposes and not for business purposes.

You should be aware that under U.S. Office of Foreign Asset Control (OFAC) regulations, customers who are U.S. Citizens are subject to regulations that limit the use of their Cards in certain jurisdictions sanctioned by OFAC, and that similar regulations may exist in other jurisdictions that apply to their citizens.

3. UNAUTHORIZED TRANSACTIONS

You are not responsible for unauthorized Transactions. A Transaction is considered an “unauthorized Transaction” if we complete an investigation and determine that:

- The Account was used by someone other than you;
- You did not receive any benefit from the Transaction;
- You co-operated fully with us in our investigation; and
- You followed your responsibilities under this Agreement, including in these sections:
 - i. **“Unauthorized Transactions”**,
 - ii. **“Using the Account”**,
 - iii. **“Electronic Services – Use and Protection of a Card, PIN or Password”**, and
 - iv. **“Lost or Stolen Cards”**.

You are also not responsible for any Transactions made on the Account that occur *after* you promptly tell us that a Card has been lost or stolen because we will also consider them unauthorized Transactions.

4. CREDIT LIMIT AND OVERLIMIT

We set the maximum amount that you can charge to the Account (the “**Credit Limit**”).

The initial Credit Limit is on the Disclosure Statement. We may lower the Credit Limit at any time without telling you in advance. We will not increase the Credit Limit unless we first obtain the express consent of the Primary Cardholder to do so. We display the Available Credit on the statement. Your Available Credit may not be up to date at all times, including if a payment or other Transaction has not yet been processed or posted to the Account. Some merchants may pre-authorize the amount or estimated amount of a Purchase and that will reduce the Available Credit.

We can allow any Transaction or the Balance to exceed the Credit Limit without telling you first, but we are not required to do so even if we have done so before.

If we allow any Transaction or the Balance to exceed the Credit Limit, the Primary Cardholder is responsible for, and must pay, the amount that exceeds the Credit Limit on or before the Payment Due Date.

The Account may be charged an overlimit fee, as shown on the Disclosure Statement. Only one overlimit fee is charged per statement period. The Primary Cardholder must pay the Balance owing on the Account, whether or not it exceeds the Credit Limit.

5. MINIMUM PAYMENT

You must pay at least the Minimum Payment shown on your statement on or before each Payment Due Date. We calculate the minimum payment as described in the Disclosure Statement.

6. PAYMENT DUE DATE

The Payment Due Date is shown on your statement. It is always at least 21 days from your Statement Date. This time period may extend depending on your payment activity. For example, if we do not receive payment of the Balance shown on your statement on or before the Payment Due Date, the Payment Due Date on your next statement will be 25 days after your Statement Date. **Any interest still applies during this period.** When we receive payment in full of your Balance on or before 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 (the Grace Period is defined below). If the Payment Due Date falls on a Saturday, Sunday or holiday in Canada, we will extend the Payment Due Date to the following business day. **Any interest still applies during this period.**

7. GRACE PERIOD AND INTEREST

Grace Period

The grace period starts on the day after your Statement Date and ends on your Payment Due Date (“**Grace Period**”). You have a Grace Period of at least 21 days to make your payment.

Interest-Free Grace Period on New Purchases and Fees

We will not charge interest on new Purchases and fees that appear for the first time on your statement (“**New Purchases**”) as long as we receive

payment of the Balance shown on your statement on or before your Payment Due Date. If you pay an amount that is less than your Balance shown on your statement, then we will charge interest on those New Purchases starting from their transaction date until the amount of those New Purchases is paid in full.

This interest-free Grace Period does not apply to Cash Advances. We charge interest on Cash Advances as described in the **“Interest on Cash Advances including Balance Transfers, Cash-Like Transactions and TD Visa Cheques”** section.

How We Calculate and Charge Interest

Interest is calculated at the applicable annual interest rate(s), as initially shown in the Disclosure Statement. If interest applies, we calculate interest as follows:

- add the amount you owe each day in each Transaction category (for example, the amount of Purchases or Cash Advances) and divide that total by the number of days in your statement period (usually 30 or 31). This is your average daily balance for the amount you owe in each Transaction category (the **“Average Daily Balance”**).
- multiply the Average Daily Balance by the daily interest rate(s) that applies (the daily interest rate(s) is equal to the annual interest rate(s) divided by 365 (or 366 in a leap year)); then multiply the result by the number of days in your statement period.

The total is the amount of interest we charge on each statement on the last day of your statement period.

If different daily interest rate(s) apply to the Average Daily Balance, we use the different daily interest rate(s) in our calculation (for example, a promotional interest rate Balance Transfer will use a different daily interest rate than your regular Purchases).

If interest is charged, it is calculated on the average daily balance of each Transaction from the transaction date until that amount has been paid in full.

We add your unpaid interest charge to your balance at the end of each statement period. As a result, we charge interest on unpaid interest.

If your Minimum Payment is not received on or before the Payment Due Date shown on your statement and before the date on which we prepare your next monthly statement twice within 12 consecutive statement periods, then:

- a) The annual interest rate(s) that applies to the Account will increase to the rate set out in your Disclosure Statement; and**
- b) You will lose the benefit of any lower rate promotional offer on the Account (including any offer made but not yet accepted by you).**

The increased rate(s) will apply starting on the first day of your next statement period after the second missed payment. You will continue to pay these higher interest rate(s) until you have paid the Minimum Payment on or before the Payment Due Date shown on your statement

and before the date on which we prepare your next monthly statement for 12 consecutive statement periods. The interest rates will then decrease to your annual interest rates applicable to your account on the first day of your next statement period after those 12 consecutive statement periods.

Interest on Cash Advances including Balance Transfers, Cash-Like Transactions and TD Visa Cheques

We always charge interest on Cash Advances from the transaction date of the Cash Advance until the amount of the Cash Advance is paid in full. When you transfer funds from the 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) 307-7722.

8. 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.

When we convert a Transaction, in some cases it will appear on your statement displaying only the first five decimal places after the decimal point, even though we used the more detailed calculation above.

9. STATEMENTS

We provide a statement if there is any activity on the Account during the last month or there is any outstanding Balance. However, 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, we may provide a statement only at the end of that three-month period. We do not always provide statements on the same date in each month, therefore the Payment Due Date on your statement may not always be the same.

You must immediately review each statement and tell us about any errors. We will investigate errors that you tell us about within 30 days of the statement date.

If you do not tell us about errors within 30 days of the statement date, we will consider the statement, every item on it and our records to be correct (except for any amount that has been credited to the Account in error). This means that you may not make any claim against us *after* that 30-day period.

10. HOW WE COMMUNICATE WITH YOU

We will send statements and other communications by ordinary mail to the address 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 Additional Cardholder if requested to do so or required by law. The Primary Cardholder and each Additional Cardholder agrees that we can share the statement, any information on the statement or other communications or information about the Account with any Cardholder without telling the other Cardholders. We consider communication to the Primary Cardholder as communication to all Cardholders.

You must tell us immediately about any address change or other information to keep our records current. We are not responsible if the Primary Cardholder does not receive a statement or other communication if we send it to the address or other contact information we have in our records. For our mutual protection, we may record telephone calls that relate to the Account.

If there is fraud or potential fraud on the Account, we may send you communications by telephone, mail, email, SMS text message or any other electronic communication method.

11. LOST OR STOLEN CARDS

You must tell us immediately by telephone or in writing if you know or suspect that a Card is lost or stolen, or if you know or suspect that your Card or the Account is being used without your authority. Our toll free number is 1-800-983-8472, or collect at (416) 307-7722. Once you have told us that your Card or Account is lost, stolen or used without your authority, we will be able to prevent use of that Card and the Account number.

12. MAKING PAYMENTS

We must receive payment on or before each Payment Due Date shown on the statement. Payments to the Account can be made at any time.

Payments made by mail or at the branch, ATM or online banking service of another financial institution may take several days to reach us. You are responsible to make sure that your payment is received by us on or before the Payment Due Date. If a payment is made during our normal business hours we treat it as made on the same day, otherwise we will treat the payment as received by us on the next business day.

13. HOW WE APPLY PAYMENTS

We will apply payments on the Account first towards your Minimum Payment in the following order:

- 1) first to any interest that appears on your statement;
- 2) second to any fees that appear on your statement;
- 3) third to any Transactions that appear on your statement, including any amount that exceeds your Credit Limit or any past due amounts;
- 4) fourth to any fees and other Transactions that do not yet appear on your statement.

In any of the above categories 1 to 4, the amounts with the lowest interest rate(s) are paid first before those with higher interest rate(s).

If you pay more than your Minimum Payment, once we have applied the payment to the Minimum Payment, we will then apply any excess amount to the remaining Balance on your statement, as follows:

- i. All items that have the same interest rate(s) will be placed into the same category. For example, if your Balance is made up of Purchases and promotional Balance Transfers, then all items at your regular interest rate for Purchases are placed in one category and all promotional Balance Transfers are placed in a different category because of the different interest rates that applies to each of them.
- ii. We will then apply the excess payment to the different interest rate(s) categories in section (i) above, in the percentage (%) the amount in each category represents to the remaining Balance. For example, if the amount of your Purchase category represents 70% of your remaining Balance and the amount of your promotional Balance Transfer category represents 30% of your remaining Balance, we apply 70% of your excess payment towards the amount of the Purchase category and 30% of your excess payment towards the amount of your promotional Balance Transfer category.

If you pay more than your Balance on your statement, we apply the excess amount of your payment to Transactions that have not yet appeared on your statement, in the same way as we have described above for payments to the remaining Balance.

We can apply late or partial payments that we receive without losing any rights we have under the Agreement or by law, to collect all amounts that are owed to us on the Account.

14. OUR RIGHTS IF YOU DO NOT FOLLOW THIS AGREEMENT

If you do not make the minimum payment on or before the Payment Due Date on your statement, or otherwise do not follow this Agreement, or if anything occurs which causes us to believe that you will be unable to make a payment or otherwise not be able to follow this Agreement:

- a) we may require you to pay the entire Balance on the Account immediately, *plus* interest on that Balance at the annual interest rate(s) on the Account at that time;

- b) we may, without notice, deduct money from any other account that you have with us or any of our affiliates which would include any member of the TD Bank 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 of our internal counsel) for attempting to collect what is owing to us).

15. PAYMENTS AND CREDITS

If we owe you any amount on the Account (a “**credit Balance**”) we will not pay you interest on that credit Balance. A credit Balance will not be insured as a deposit. A credit Balance on the Account will not increase your Available Credit or Credit Limit.

We are not responsible if you cannot access funds from the Account or a credit Balance. You must not deposit a cheque or other item to the Account to obtain a Cash Advance or otherwise use the Account if you have any reason to believe that the cheque or other item will not clear.

16. OWNERSHIP OF CARD

The Card is our property. We can cancel or take the Card back or require you to return the Card to us at any time.

17. RESPONSIBILITY FOR SERVICES

If you have any problems with Purchases on the Account, you must settle them directly with the merchant. You must still pay us the full amount of the Purchase, even if you have a dispute with the merchant.

If a merchant gives you a refund and we receive a credit voucher from the merchant, we will credit the Account with that refund. But, if interest is charged on a Transaction that you are disputing with the merchant, we will not refund the interest charged. We do not treat credits from merchants as payments.

We are not responsible for benefits, services and coverages that other companies provide for the Account. You must pay us any amount charged to the Account for these benefits, services and coverages. These benefits, services and coverages have their own terms set by the companies providing them. You must settle any disputes directly with those companies.

If we credit the Account, you agree that your rights and claims are assigned to us and you will cooperate with us and sign any documents to evidence that assignment before we credit the Account. However, we do not have to credit the Account and if we do credit the Account, it does not mean we will credit the Account in the future.

18. ELECTRONIC SERVICES – USE AND PROTECTION OF A CARD, PIN OR PASSWORD

This section applies when you use a Card or the Account including if we allow you to access or use the Card or the Account with a personal identification code such as a Personal Identification Number (**PIN**) or Connect ID, password, pass code or identification code or other credentials (all together the “**Password**”), through a terminal, including one

that accepts contactless payment cards, or other machine such as an ATM, telephone, the Internet, or other electronic service including a mobile device.

- a) For access to or use of the Account through EasyLine[®] telephone banking, EasyWeb[®] Online banking, mobile banking or to make electronic bill payments — the Bank's Financial Services Terms applies if the Cardholder has signed a Financial Services Agreement, or the *Cardholder and Electronic Financial Services Agreement* applies if the Cardholder has not signed a Financial Services Agreement.
- b) Care and control of the Card, PIN and Password — You are responsible for the care and control of the Card, PIN and Password. You must maintain them safely at all times. This includes that you must:
 - keep possession of the Card;
 - keep your PIN and Password separate from the Card;
 - keep your PIN and Password strictly confidential;
 - take all reasonable precautions to make sure that no one finds out your PIN or Password, including while you key in your PIN or Password at an ATM or other machine or mobile device;
 - avoid PIN or Password combinations that may be easily guessed by others, such as birthdays, phone numbers, age, social insurance number, etc.;
 - make sure that each PIN or Password is unique; and
 - contact us immediately if your Card is lost or stolen or your PIN or Password becomes known to any other person other than you.
- c) Your responsibility for use of the Card, PIN and Password — You are responsible for all authorized activity or other Transactions resulting from use of the Card or PIN or Password by any person, including any entry error or fraudulent or worthless deposit at an ATM or other machine or device. When you promptly tell us that your PIN, Password or Card is lost or stolen or may have become known to an unauthorized person, we will block the use of the Card, PIN or device, to prevent use of your Account number. See the "**Unauthorized Transactions**" section for your responsibility for unauthorized Transactions.
- d) Account activity — Our records are the final proof of use of a Card or the Account, including electronic services. They are evidence of your written request to perform a Transaction. Even if you are provided with a Transaction receipt or other confirmation, through an ATM or other machine or device, the following still applies to all Transactions or other activity on the Account:
 - our acceptance, count and verification of Transactions or deposits is deemed correct and binding unless there is an obvious error; and
 - Transactions or other activity on the Account through an ATM or other machine or device 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, or other machine or device.

- e) *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 merchants participating in the *Verified by Visa* program. The *Verified by Visa* Cardholder Terms of Services applies when you access or use the Account for the *Verified by Visa* program.

19. LIMITS ON OUR DAMAGES

We are not responsible for any damages (including special, indirect or consequential damages) from:

- any failure, error, malfunction or inaccessibility of any Card, ATM, terminal or other machine or equipment including a mobile device, or
- if, for any reason your Card is not accepted, or you cannot use the Account for any reason, 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.

20. PRE-AUTHORIZED PAYMENTS

The Primary Cardholder is responsible for all pre-authorized payments (**PAPs**) charged to the Account. This includes PAPs charged to the Account before the Agreement is cancelled or after the Agreement ends, or charges by any Additional Cardholder, or those that are made after an Additional Cardholder Card has been cancelled, unless the merchant receives a written request from you to cancel the PAP before the PAP is charged to the Account.

You must contact a merchant in writing if you want to cancel any PAP and then check the statement to confirm the PAP was cancelled. If the PAP was not cancelled, we may be able to assist you if you provide us with a copy of the written cancellation request you sent to the merchant. You must provide merchants with adequate, correct and up-to-date information for any PAPs, including if your Card number or Card expiry date changes. However, if you have a PAP with a merchant and your Card number or Card expiry date changes, you agree that we may, but we are not required to, provide that merchant with your new Card number or Card expiry date including by using the updating service provided to us through your Card's payment card network. We are not responsible if any PAPs cannot be posted to the Account. You must settle any dispute or liability you may have for the Transactions relating to those PAPs directly with the merchant involved.

21. CANCELLING ADDITIONAL CARDHOLDER CARDS

We may cancel an Additional Cardholder Card, or limit access to the Account by an Additional Cardholder Card at any time without telling you in advance. The Primary Cardholder can also tell us to cancel any Additional Cardholder Card. The Primary Cardholder must obtain and destroy the Additional Cardholder Card or confirm that the Additional Cardholder Card is in the Primary Cardholder's possession. An Additional Cardholder may also instruct us to cancel their own Additional Cardholder Card.

The Primary Cardholder is still responsible to pay us for any amounts owing on the Account for Transactions by an Additional Cardholder even if an Additional Cardholder Card is cancelled or if the Primary Cardholder is unable to cancel, obtain or destroy the Additional Cardholder Card.

22. CHANGES TO THIS AGREEMENT AND THE ACCOUNT

We may make changes to this Agreement at any time. We will tell you about a change in the statement or by other notice to you. We will provide advance notice of a change if required by law and for other changes, we will provide you with advance notice unless we are not able to do so. Your regular annual fee, annual interest rate(s), fees and other charges for the Account are shown on the initial Disclosure Statement. If we increase your annual fee, annual interest rate(s), fees or any other charges for the Account, we will provide you with advance notice of those changes.

If you sign, use or activate any Card or the Account, if your Account remains open, or if any Balance owing on the Account remains unpaid after the change is made, it will mean you have accepted any change to the Agreement.

Benefits, services and coverages for the Account may also change or end. We will provide you notice of a change in your statement or in some other way, after the change is made, unless we must provide advance notice by law.

23. 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.

24. ENDING THIS AGREEMENT

We may end this Agreement, close the Account 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 telling us.

Even if this Agreement is cancelled, the Primary Cardholder is still responsible to pay all amounts owing on the Account.

When the Agreement ends, benefits, services and coverages will automatically end, or we can cancel or change them at our discretion.

25. LIABILITY

The Primary Cardholder will be responsible for payment of all amounts owed to us under this Agreement, including Transactions made by an Additional Cardholder.

26. HEADINGS

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

27. ENFORCEABILITY

If it is found by a court that any portion of this Agreement is invalid or cannot be enforced, the remainder of the Agreement will remain valid.

28. WHAT LAW APPLIES

The laws of the province or territory in Canada where you live or where you most recently lived and the laws of Canada apply to this Agreement. If you have not lived in Canada, the laws of the Province of Ontario and Canada apply to this Agreement.

29. LANGUAGE: (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.

30. PRIVACY AGREEMENT

In this Privacy Agreement, the words “you” and “your” mean any person, or that person’s authorized representative, who has requested from us, or offered to provide a guarantee for, any product, service or account offered by us in Canada. The words “we”, “us” and “our” mean TD Bank Group (“TD”). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word “Information” means personal, financial and other details about you that you provide to us and we obtain from others outside TD, including through the products and services you use. You acknowledge, authorize and agree as follows:

COLLECTING AND USING YOUR INFORMATION – At the time you request to 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, contact information, date of birth, occupation and other identification
- records that reflect your dealings with and through us
- your preferences and activities

This Information may be collected from you and from sources within or outside TD, including from:

- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- other financial or lending institutions
- organizations with whom you make arrangements, other service providers or agents, including payment card networks
- references or other information you have provided
- persons authorized to act on your behalf under a Power of Attorney or other legal authority
- your interactions with us, including in person, over the phone, at the ATM, on your mobile device or through email or the Internet
- records that reflect your dealings with and through us

You authorize the collection of Information from these sources and, if applicable, you authorize these 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 and information related to the products, accounts and services you hold with us
- analyze your needs and activities to help us serve you better and develop new products and services
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with you
- help us collect a debt or enforce an obligation owed to us by you
- 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, or 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
- to payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you
- to any Additional Cardholder for whom you request a Card
- on the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death
- when we buy a business or sell all or part of our business or when considering those transactions
- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law

SHARING INFORMATION WITHIN TD – Within TD we may share Information world-wide, other than health-related Information, for the following purposes:

- to manage your total relationship within TD, including servicing your accounts and maintaining consistent Information about you
- to manage and assess our risks and operations, including to collect a debt owed to us by you
- to comply with legal or regulatory requirements

You may not withdraw your consent for these purposes.

Within TD we may also share Information world-wide, other than health-related Information, to allow other businesses within TD to tell you about products and services. In order to understand how we use your Information for marketing purposes and how you can withdraw your consent, refer to the Marketing Purposes section below.

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, it is your option to provide it. 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 Reporting Agencies and Other Lenders – For a credit card, line of credit, loan, mortgage or other credit facility, merchant services, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca. Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

Fraud— In order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, we may collect from, use and disclose your Information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions. For these purposes, your Information may be pooled with data belonging to other individuals and subject to data analytics.

Insurance — This section applies if you are applying for, requesting prescreening for, modifying or making a claim under, or have included with your product, service or account, an insurance product that we insure, reinsure, administer or sell. We may collect, use, disclose and retain your Information, including health-related Information. We may collect this Information from you or any health care professional, medically-related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada, with knowledge of your Information.

With regard to life and health insurance, we may also obtain a personal investigation report prepared in connection with verifying and/or authenticating the information you provide in your application or as part of the claims process.

With regard to home and auto insurance, we may also obtain Information about you from credit reporting agencies at the time of, and during the application process and on an ongoing basis to verify your creditworthiness, perform a risk analysis and determine your premium.

We may use your Information to:

- determine your eligibility for insurance coverage
- administer your insurance and our relationship with you
- determine your insurance premium
- investigate and adjudicate your claims
- help manage and assess our risks and operations

We may share your Information with any health-care professional, medically-related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada, 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 TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including 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:

- tell you about other products and services that may be of interest to you, including those offered by other businesses within TD and third parties we select
- determine your eligibility to participate in contests, surveys or promotions
- conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services
- contact you by telephone, fax, text messaging, or other electronic means and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods

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

- contact you occasionally either by telephone, fax, text message, ATM, internet, mail, email or all of these methods, with offers that may be of interest to you
- contact you to participate in customer research and surveys

Telephone and Internet discussions – When speaking with one of our telephone service representatives, internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

MORE INFORMATION

This Privacy Agreement must be read together with our Privacy Code. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Privacy Agreement and our privacy practices, visit www.td.com/privacy or contact us for a copy.

You acknowledge that we may amend this Privacy Agreement and our Privacy Code from time to time. We will post the revised Privacy Agreement 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 in this Privacy Agreement, you may do so by contacting us at 1-866-567-8888. Please read our Privacy Code for further details about your opt-out choices.

ADDITIONAL INFORMATION AND DISCLOSURES FOR TD AEROPLAN CARDHOLDERS:

You acknowledge and consent to the following additional collection, use and disclosure of Information about you.

When you complete your TD Aeroplan credit card account application, you provide us with contact information including name, mailing address,

email address, telephone number, date of birth and Aeroplan number (if you have provided it). This contact information will be shared with Aeroplan Inc. and Air Canada Inc. (collectively, "Air Canada") as part of the Aeroplan program enrollment process.

When you are approved for your credit card account, TD and Air Canada will share Information with each other, including Information about transactions on your Card (for example, the purchase amount, transaction date, location and name of merchants), and your Aeroplan program transactions and Information (for example, your Aeroplan points, earnings or redemptions and Aeroplan status). This Information is shared for the purposes set out in TD's, Aeroplan's, and Air Canada's privacy policies, including administering and supporting the Aeroplan program, enhancing each of TD and Air Canada's products and services, providing promotional materials and offers, internal reporting and analytics, and for the purposes set out in the Cardholder Agreement for the Account.

Air Canada will share your contact information as well as Information about your interests and preferences, and insights about your purchasing and travel patterns (such as whether you are a frequent or luxury traveler) with Air Canada's airline and travel-related affiliates. Air Canada's affiliates will use that Information to personalize their relationship with you, including providing you with tailored, travel-related offers.

Information that is provided directly to Air Canada or that Air Canada obtains about a Cardholder as a member of the Aeroplan program (including as a potential member) is governed by Aeroplan's Privacy Policy at AirCanada.com/aeroplan-privacypolicy and Air Canada's Privacy Policy at AirCanada.com, and is not the responsibility of TD. Please refer to these privacy policies:

- If you have any questions or would like to learn more about the Aeroplan program's or Air Canada's privacy practices;
- If you no longer wish to be contacted by Aeroplan Inc., Air Canada Inc. or its airline and travel-related affiliates about their products and services; or
- To learn about the choices you have about Air Canada Inc.'s sharing of your Information with its airline and travel-related affiliates.

31. IF YOU HAVE A PROBLEM OR CONCERN

If you have a problem or concern you may call us toll free at 1-866-222-3456, email** us at customer.service@td.com, or visit us at any branch. For a more detailed overview of our complaint process visit us at www.td.com

Financial Consumer Agency of Canada — If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you can contact the Financial Consumer Agency of Canada (FCAC) in writing at 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at www.fcac-acfc.gc.ca. The FCAC will determine whether we are in compliance. It will not, however, resolve individual consumer complaints.

**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.

AEROPLAN TERMS FOR YOUR TD CREDIT CARD

DEFINITIONS: What the words in this section mean:

Aeroplan Member Account means the membership account held in the name of the Primary Cardholder under the Aeroplan program and is associated with the Account.

Aeroplan points means the points awarded through the Aeroplan program which can be redeemed for rewards. Aeroplan points have no monetary value.

Aeroplan program means the program that is owned and operated by Aeroplan Inc. (**Aeroplan**) and associated with the Card(s) and this Account (i.e., the Account that is maintained by TD for the Card) and it includes all Aeroplan program privileges and benefits including Aeroplan points.

Aeroplan Terms for Your TD Credit Card and **Aeroplan Credit Card Terms** mean the terms in this section of your Cardholder Agreement that apply to the Card(s) and this Account.

Agreement means (i) the terms of the Cardholder Agreement including these Aeroplan Terms for Your TD Credit Card, and (ii) the applicable terms of the Aeroplan program.

Purchase of Gas or Grocery or Air Canada Products means a Purchase of gas or gas station services or products or a Purchase of grocery or grocery items including those at grocery locations, or a Purchase from Air Canada or of any of Air Canada's products and services, each from a merchant classified through the Visa network with a merchant category code (**MCC**) that identifies the merchant in the "gas" or "grocery" or "Air Canada" category.

We, us, our, the Bank and **TD** means The Toronto-Dominion Bank.

Aeroplan program

The terms of the Aeroplan program are established by Aeroplan not the Bank. A Cardholder should carefully read those terms because they are in addition to these Aeroplan Credit Card Terms and form part of the Agreement with each Cardholder.

We are not responsible for the Aeroplan program, Aeroplan points, the terms of the Aeroplan program, including the expiry or cancellation of Aeroplan points, the cancellation or termination of the Aeroplan program for any reason or any changes, reductions or cancellations to the Aeroplan program or Aeroplan points, including to rules, redemption conditions, benefits, features or services of the Aeroplan program.

For more information about the Aeroplan program or if you have any questions, concerns or disputes about the Aeroplan program or Aeroplan points, please contact Aeroplan directly.

Earning Aeroplan points

Aeroplan points are earned on Purchases charged to the Account as follows:

- 1 Aeroplan point (Bonus Rate) earned for each \$1 in Purchases of Gas, Grocery or Air Canada Products (earned only on a maximum annual amount of \$80,000 of Purchases of Gas, Grocery or Air Canada Products); or
- 1 Aeroplan point earned for each \$1.50 on all other Purchases.

Please contact TD if you wish to confirm the MCC that applies to a particular merchant, or if the Purchase qualifies as a Purchase of Gas, Grocery or Air Canada Products. If you have earned Aeroplan points on the maximum annual amount of Purchases of Gas, Grocery or Air Canada Products charged to your Account (from January 1 to December 31) or if your Purchase does not qualify as a Purchase of Gas, Grocery or Air Canada Products, you will instead earn the standard rate of Aeroplan points that applies to all other Purchases charged to the Account as described above. The Bonus Rate is in place of and not in addition to the standard rate of Aeroplan points earned on all other Purchases charged to the Account.

All fees, Cash Advances (including Balance Transfers, TD Visa Cheques and Cash-Like Transactions), interest charges, optional services, refunds, rebates or other similar credits on the Account do not earn Aeroplan points unless there is a special offer made by us.

Credits for refunds, returned items, rebates and other similar credits will reduce or cancel the Aeroplan points earned by the full or partial amount originally charged to the Account. For example, if you make a Purchase using the Card (for example a \$1,000 Purchase that is charged to the Account) you will earn Aeroplan points on the entire amount of that Purchase (\$1,000). However, if you then return a portion of that Purchase and receive a credit to the Account (for example a \$200 credit), then we will reduce the amount of Aeroplan points that you earned for that Purchase and you will only earn Aeroplan points on the net amount of that Purchase (\$800).

The Account must be in good standing to earn Aeroplan points under these Aeroplan Credit Card Terms. The Account will cease to earn Aeroplan points if we or the Primary Cardholder ends the Agreement.

How to Redeem Aeroplan points

Aeroplan points must be redeemed through the Aeroplan program. The terms of the Aeroplan program will apply to any Aeroplan points redeemed.

Awarding Aeroplan points

Aeroplan points earned under the Agreement (including those earned from a Card(s) issued to any Additional Cardholder) will be awarded as described in the Agreement to the Aeroplan Member Account.

Aeroplan points Balances

We are not responsible for the Aeroplan points balance in your Aeroplan Member Account. However, we can request that Aeroplan adjust that balance if, at any time, we notice there is any error in the Aeroplan points awarded under these Aeroplan Credit Card Terms to that Aeroplan Member Account.

Changes and Termination

We reserve the right to change any of the terms of these Aeroplan Credit Card Terms, in whole or in part, with or without prior notice, for any reason. 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 may terminate these Aeroplan Credit Card Terms at any time. If these Aeroplan Credit Card Terms are terminated, you must contact Aeroplan about the Aeroplan program and the Aeroplan points that you earned under these Aeroplan Credit Card Terms.

We reserve the right to cancel or make changes to these Aeroplan Credit Card Terms or the Aeroplan points earned under these Aeroplan Credit Card Terms, without notice, for any reason, including if you abuse these Aeroplan Credit Card Terms privileges, do not comply with this Agreement, misrepresent any information provided by you or if you conduct yourself in a manner detrimental to us or to the interests of these Aeroplan Credit Card Terms.

Liability for Third Parties or Purchases; Limitation of Liability; Cancelling this Agreement

We accept no responsibility or liability for the Aeroplan program or Aeroplan points, including the failure of any third party service provider, agent, partner or supplier, including Aeroplan, or for any other actions, errors or omissions.

We will not, under any circumstances, accept any responsibility or liability for any loss or damage caused by goods or services supplied or requested in connection with the Aeroplan program or these Aeroplan Credit Card Terms.

We are not responsible or liable for any loss suffered by a Cardholder or a third party as a result of these Aeroplan Credit Card Terms, including the termination or cancellation of a Card, the Account, the Aeroplan program, Aeroplan points, for any Purchase (including a Purchase of Gas, Grocery or Air Canada Products) or any third party service providers, suppliers, agents or partners that support such Purchase. We will not be liable for any damages (including special, indirect or consequential damages) for the Agreement.

A Cardholder may lose these Aeroplan Credit Card Terms privileges if they do not comply with this Agreement. We may make a claim against a Cardholder if they do not comply with this Agreement.

We may cancel or terminate the Agreement, the Account or a Card at any time.

COMMON CARRIER TRAVEL ACCIDENT INSURANCE

Coverage under this Certificate is provided by:

TD Life Insurance Company (Insurer)

320 Front Street West, 3rd Floor, Toronto, ON M5V 3B6

Administration services are provided by:

Allianz Global Assistance (Administrator)

P.O. Box 277, Waterloo, ON N2J 4A4

Phone: 1-866-374-1129 or (416) 977-4425

The *Certificate* below applies to the TD Aeroplan Visa Platinum Card which will be referred to as a "TD Credit Card" throughout the *Certificate*:

Coverage Certificate

TD Life Insurance Company ("**TD Life**") provides the insurance for this *Certificate* under Master Policy #TGV009 (the "**Policy**") issued to The Toronto-Dominion Bank. This Insurance is administered by Allianz Global Assistance ("**Allianz**") through the Operations Centre. Allianz administers the insurance on behalf of TD Life, and provides claims assistance, claims payment and administrative services under the Policy.

This *Certificate* contains a clause which may limit the amount payable.

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 Credit Card Account accessed using *Your* TD Credit Card or TD Visa Cheque.

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

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

CERTIFICATE means this certificate of insurance.

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*, the fare for which is **fully** charged to *Your Account*, or paid for either in full or partially using *Your Aeroplan* points. If *Your Aeroplan* points have only partially paid for *Your Common Carrier* fare, the balance of that fare must be fully charged to *Your 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.

PRIMARY CARDHOLDER means a person who applied for a TD Credit Card, whose name is on the Account and to whom a TD Credit Card has been issued.

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 Allianz, 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*.)

RENTAL CAR means a four-wheel private passenger motor vehicle designed for travel on public roads and rented from a licensed rental company for no more than forty-eight (48) consecutive days. It does not include trucks, trailers, campers, recreational vehicles or motor vehicles propelling or towing a trailer or any other object, off-road vehicles (meaning any vehicle used on roads that are not publicly maintained), vans, or mini vans that are manufactured to seat more than eight (8) occupants (including the driver) or when the vehicle is used to carry, haul or transport any type of cargo or property or passengers for hire.

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 travelling directly to or from the airport, terminal, or station;

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

Section 3 – Rental Car Accident Coverage

Benefits will be paid as specified in the Schedule of Benefits below if an *Insured Person* suffers a *Loss* while operating or riding as a passenger in, or boarding or alighting from any *Rental Car* provided that:

- (a) the cost of the *Rental Car* was fully charged to *Your Account*; or paid either in full or partially using *Your Aeroplan* points. If *Your Aeroplan* points have only partially paid for the cost of *Your Rental Car*, the balance of that cost must be fully charged to *Your Account*; and
- (b) there has been no violation of the rental agreement by the *Account Holder*; and
- (c) the driver of the rented automobile is not legally intoxicated nor

under influence of any narcotic unless prescribed by a licensed physician.

The maximum benefit payable for any one *Rental Car* Accident is \$2,000,000 in total.

Section 4 – 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

Accidental Loss of	Benefit Amount
Life	\$500,000
Speech and Hearing	\$500,000
Both Hands or Both Feet or Sight of Both Eyes or a Combination of a Hand, a Foot or Sight of One Eye	\$500,000
One Arm or One Leg	\$375,000
One Hand or One Foot or Sight of One Eye	\$333,350
Speech or Hearing	\$333,350
Thumb and Index Finger of the same Hand	\$166,650

Paralysis

Quadriplegia (complete paralysis of both upper and lower limbs)	\$500,000
Paraplegia (complete paralysis of both lower limbs)	\$500,000
Hemiplegia (complete paralysis of upper and lower limbs of one side of body)	\$500,000

“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

Loss	Benefit Amount
Permanent Total Disability	\$500,000
Coma	\$500,000

- (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 and 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 5 – Special Benefits

A. Family Transportation Benefit

- (i) When an *Insured Person* is confined as an in-patient in a hospital due to *Accidental Bodily Injuries* that result in a *Loss*, TD Life will pay for the expenses incurred to transport an *Immediate Family Member* of the *Insured Person* to the hospital. Such personal attendance must be recommended by an attending physician, and such transportation must be via *Common Carrier* on the most direct route available.
- (ii) When an *Insured Person's* loss of life results in a loss of life benefit amount being payable, TD Life will pay for the expenses incurred by an *Immediate Family Member* of the *Insured Person* for transportation to the place where the *Insured Person's* body is located for the purpose of identifying the *Insured Person's* body. Such transportation must be via *Common Carrier* on the most direct route available.

The maximum *Family Transportation Benefit* payable is \$5,000 per *Insured Person* who is hospitalized as described above.

B. Repatriation Benefit

When *Accidental Bodily Injuries* result in a loss of life benefit amount being payable, and the loss of life occurs at least 100 kilometres from the *Insured Person's* permanent city of residence, TD Life will pay for the cost of preparation and transportation of *Insured Person's* body to such place of residence. The maximum Repatriation Benefit payable is \$10,000 per loss of life.

C. Rehabilitation Benefit

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

- (i) such treatment is required in order to 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 6 – 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 Allianz. 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 Allianz. All other benefit amounts for *Losses* suffered by the *Spouse* or *Dependent Child* are paid to the *Spouse* or *Dependent Child*, except that any amount payable for *Losses* sustained by a minor will be paid to the minor's legal guardian.

If the *Insured Person* has not chosen a beneficiary, or if there is no beneficiary alive when the *Insured Person* dies, TD Life will pay the benefit amount to the *Account Holder's* estate.

Section 7 – Exclusions

This Policy does not cover *Loss* caused by or resulting from any of the following:

- a) *Loss* occurring while the employee is in, entering or exiting any aircraft while acting or training as a pilot or crew member.
- b) *Loss* resulting from suicide, attempted suicide or loss that is intentionally self-inflicted.
- c) *Loss* caused by 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 8 – Making a Claim

Written Notice of Claim must be given to Allianz Global Assistance, P.O. Box 277, Waterloo, Ontario, N2J 4A4 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 Allianz within ninety (90) days after the date of *Loss*, or as soon as reasonably possible.

At the time of a claim, Allianz is available to assist *You* or *Your* representative in obtaining and completing the necessary claim forms. Call 1-866-374-1129.

Section 9 – 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 10 – General Conditions

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

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

MASTER POLICY: This *Certificate* is a description of coverage provided by Policy #FC310035 issued to The Toronto-Dominion Bank. All terms and conditions of the Policy govern. In no event does possession of multiple certificates or TD Credit Cards entitle an *Insured Person* to benefits in excess of those described herein for any *Loss* sustained.

DELAYED AND LOST BAGGAGE INSURANCE

Coverage under this Certificate is provided by:

TD Home and Auto Insurance Company (Insurer)

320 Front Street West, 3rd Floor, Toronto, ON M5V 3B6

Administration services are provided by:

Allianz Global Assistance (Administrator)

P.O. Box 277, Waterloo, ON N2J 4A4

Phone: 1-866-374-1129 or (416) 977-4425

The *Certificate* below applies to the TD Aeroplan Visa Platinum Card which will be referred to as a "TD Credit Card" or "Card" throughout the *Certificate*:

This *Certificate* contains a clause which may limit the amount payable.

Certificate of Insurance

The terms of the Delayed and Lost Baggage Group Policy #TDVB112008 (the "**Master Policy**") issued by TD Home and Auto Insurance Company ("**Insurer**") to The Toronto-Dominion Bank are described in this *Certificate*.

Our Administrator administers the insurance on behalf of TD Home and Auto Insurance Company, and provides claims assistance, claims payment and administrative services under the Group Policy.

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

Section 1 – Definitions

ACCOUNT(S) means *Your* TD Credit Card Account accessed using *Your* TD Credit Card or TD Visa Cheque.

ACCOUNT HOLDER means the *Primary Cardholder* to whom the monthly *Account* statement is issued and who is a resident of Canada, and any *Additional Cardholder* who is a resident of Canada. The *Account Holder* may be referred herein as "*You*" or "*Your*".

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

ADMINISTRATOR means the service provider arranged by the insurer to provide claims payment and administrative services under the Policy.

BAGGAGE DELAY means a *Covered Person's Checked Baggage* is delayed by more than six (6) hours from the *Covered Person's* time of arrival at the *Final Destination*.

CHECKED BAGGAGE means suitcases or other containers specifically designated for carrying personal belongings, for which a baggage claim check has been issued to the *Covered Person* by a *Common Carrier*.

CERTIFICATE means this certificate of insurance.

COMMON CARRIER means any land, air, or water conveyance which is licensed to carry passengers for compensation and which undertakes to carry all persons indifferently who may apply for passage, so long as there is room, and there is no legal excuse for refusal.

COVERED PERSON means the *Account Holder*, *Spouse* or *Dependent Children* whose name is on the *Ticket*, or, if no name is on the *Ticket*, for whom a *Ticket* has been purchased.

DEPENDENT CHILDREN means any natural child (legitimate or illegitimate), any legally adopted child, any step-child or any child dependent upon the *Account Holder* in a "parent-child" relationship for maintenance and support who is:

- (i) under the age of twenty-one (21) years and unmarried, or
- (ii) under the age of twenty-five (25) years, unmarried and in full time attendance at an institution of higher learning, or
- (iii) by reason of mental or physical infirmity, incapable of self-sustaining employment and totally dependent upon the *Account Holder* for support within the terms of the Income Tax Act.

ESSENTIAL ITEMS means essential clothing and toiletries that the *Covered Person* was carrying in the baggage, which the *Covered Person* must replace during the period of *Baggage Delay*.

FINAL DESTINATION means the away-from-home ticketed destination for any particular day of travel, as shown on *Your Ticket*.

PRIMARY CARDHOLDER means a person who applied for a TD Credit Card, whose name is on the *Account* and to whom a TD Credit Card has been issued.

SPOUSE means the person who is (i) lawfully married to the *Account Holder* or (ii) the person who has been living with the *Account Holder* for a continuous period of at least one year and who is publicly represented as the *Account Holder's Spouse*.

TICKET means evidence of the fare paid for travel on a *Common Carrier* and at least 75% of the cost paid (1) by charge to *Your Account*, (2) by redemption of Aeroplan points or (3) by a combination of (1) and (2).

Section 2 – Who is covered

The *Account Holder*, the *Account Holder's Spouse*, and the *Account Holder's Dependent Children* whose name is on a *Ticket*, or if no name is on a *Ticket*, for whom the *Ticket* has been purchased.

Section 3 – What are the Coverages

A. Delayed Baggage

In the event of *Baggage Delay*, *You* will be reimbursed for the cost to replace *Essential Items* provided those purchases are made before the baggage is returned to the *Covered Person* but in no event more than ninety-six (96) hours after arriving at the *Final Destination*.

B. Lost Baggage

In the event the *Common Carrier* never locates the *Covered Person's Checked Baggage*, *You* will be reimbursed for the portion of the replacement cost of lost personal property that is not paid by the *Common Carrier* or other insurance.

The total benefits payable in respect of sub-sections A and B are subject to a maximum of \$1,000 per *Covered Person* per Trip.

To activate coverage, use *Your Card* to pay at least 75% of the *Ticket* cost. Coverage will be in force while baggage is in the custody of the *Common Carrier*.

Section 4 – Termination of Coverage

Coverage terminates on the earliest of the following:

- 1) When *Your Account* is closed;
- 2) When *Your Account* is ninety (90) or more days past due, but coverage is automatically reinstated when the *Account* is returned to good standing;
- 3) When the Policy is cancelled except that the Insurer will remain liable for the claim if the event giving rise to the claim occurred prior to the effective termination date and the claim is otherwise valid.

Section 5 – Exclusion and Limitations

No coverage is provided for:

Losses occurring when the *Checked Baggage* is delayed on a *Covered Person's* return home to their province or residence; expenses incurred more than ninety-six (96) hours after arriving at the *Final Destination* shown on the *Ticket*; expenses incurred after the *Checked Baggage* is returned to the *Covered Person*; losses caused by or resulting from any criminal act by the *Covered Person*; baggage not checked; baggage held, seized, quarantined or destroyed by customs or government agency; money; securities; credit cards and other negotiable instruments; tickets and documents.

Section 6 – Claims

The *Account Holder* must furnish the Insurer with proof of claim. This shall include a signed loss report.

(A) Initial Notification

If *You* have incurred a claim covered under the Delayed/Lost Baggage Plan, *You* must give notice by contacting the Administrator within forty-five (45) days from the date of the occurrence of the delay.

Call toll-free between 8:00 a.m. and 8:00 p.m. Eastern Time, Monday to Saturday: **1-866-374-1129 or (416) 977-4425.**

The *Covered Person* will be asked to provide or, if writing, should provide:

- name, address, and telephone number;
- *Account* number;
- the date, time and place of the occurrence of the delay or loss; and
- the amount of the claim.

(B) Written Proof

In the event of a claim covered under the Delayed/Lost Baggage Plan, a loss report will be mailed by the Administrator to the *Covered Person*. *You* should complete it in full and return it within ninety (90) days from the date of occurrence of the delay or loss.

The loss report shall include but may not be limited to:

- a copy of the *Ticket*;
- a copy of the baggage claim ticket;
- a copy of the *Account* charge receipt or TD Credit Card statement for the cost of the *Ticket* and/or proof of redemption;

- a copy of a statement from *Your* homeowner's or tenant's insurance carrier indicating the extent to which *You* have been reimbursed for any items permanently lost with *Your* baggage;
- itemized receipts for actual expenses incurred for essential clothing and toiletries;
- written statement from the *Common Carrier* confirming all of the following specifics:
 - date and time of delay or loss;
 - date and time that baggage was returned, or if not returned, a statement of the amount of liability accepted by the Common Carrier, if any;
 - reason or circumstances surrounding the delay or loss; and
 - any other information reasonably required by the Insurer.

Section 7 – General Conditions

Legal Action Limitation Period

No legal action may be brought to recover on the Policy until sixty (60) days after the Insurer has been given written proof of loss. Every action or proceeding against the insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta or British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), the *Civil Code of Quebec* (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

Other Insurance

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

Subrogation with Respect to Lost Baggage

As a condition to the payment of any claim to an *Account Holder* under the Policy, the *Account Holder* and/or any *Covered Person* shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. The *Account Holder* shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the *Account Holder* and/or *Covered Person*.

Benefits Account Holder Only

This protection shall inure ONLY to the benefit of the *Account Holder*. No other person or entity shall have any right, remedy or claim, either legal or equitable to the benefits.

False Claim

If an *Account Holder* makes any claim knowing it to be false or fraudulent in any respect, such *Account Holder* shall no longer be entitled to the benefits

of this protection nor to the payment of any claim made under the Policy.

Policy

This *Certificate* is not a policy of insurance. In the event of any conflict between this description of coverage and the Policy, the terms and conditions of the Policy will govern. In no event does possession of multiple certificates or TD Credit Cards entitle a *Covered Person* to benefits in excess of this stated herein for any one loss sustained.

EMERGENCY TRAVEL ASSISTANCE SERVICES

Emergency Travel Assistance Services under this Certificate is provided by:

Allianz Global Assistance (Administrator)

P.O. Box 277, Waterloo, ON N2J 4A4

Phone: 1-866-374-1129 or (416) 977-4425

Provided by our Administrator under a service agreement with TD Life Insurance Company.

This is not an insurance benefit but assistance services only.

The Coverage *Certificate* below applies to the TD Aeroplan Visa Platinum Card which will be referred to as a "TD Credit Card" throughout the *Certificate*:

Important Note

The following describes assistance services only, not insurance benefits. Any payments made by our Administrator will be charged to your TD Credit Card, subject to credit availability, unless you make other arrangements to reimburse our Administrator.

Multilingual Assistance Coordinators are on call 24 hours a day.

Our Administrator Assistance Coordinators are supported by a network of medical professionals staff including physicians experienced in emergency medical assistance.

For Emergency Assistance 24 Hours A Day:

In Canada and U.S.A., Call 1-866-374-1129

In Other Countries, Call Collect (416) 977-4425

1 – Medical Assistance Services

Medical Referrals

If a medical emergency arises while travelling, you can contact our Administrator Emergency Assistance Centre and you will be referred to the nearest designated physician or medical facility.

Medical Consultation and Monitoring

Our Administrator's network of medical professionals is available 24 hours a day, 365 days a year, to consult with your attending physician to ensure that your medical needs are being met. Our Administrator's network of medical professionals is experienced in working with physicians outside of Canada to determine the adequacy of care being received and the need for further assistance.

Medical Transportation

When our Administrator, in consultation with its network of medical professionals and in conjunction with your attending physician, determine that transfer to another medical facility is necessary, our Administrator will coordinate all aspects of the transport to and from the hospital and airport, at the point of departure and arrival. Our Administrator Assistance Coordinators will arrange for qualified medical accompaniment, if necessary.

Neither The Toronto-Dominion Bank, TD Life Insurance Company or any other insurer, nor our Administrator is responsible for the availability, quality or results of any medical treatment you receive or fail to receive for any reason.

2 – Payment Assistance

Our Administrator can assist you in arranging or coordinating payment (over \$200) to emergency medical or hospital service providers.

Full liability for payment of these services will, however, rest with you.

3 – Travel Assistance Services

Legal Assistance

Our Administrator can assist you to post bail and pay legal fees, if necessary.

Emergency Cash Transfer

In the event of theft, loss or emergency, our Administrator can assist you to obtain cash which will be charged to your TD Credit Card.

Lost Document and Ticket Replacement

In the event of theft or loss, our Administrator can assist you to replace the necessary travel documents or tickets.

Lost Luggage Assistance

In the event of theft or loss, our Administrator can assist you to locate or replace luggage and personal effects.

TD Aeroplan Visa Platinum Cardholders are also eligible for Delayed and Lost Baggage Insurance; however, this coverage is entirely separate. (See your Coverage *Certificate* in this Document for details.)

Translation Services

Our Administrator can provide immediate translation services in an emergency situation.

Our Administrator will make a good faith effort to provide these services, however, it has no liability to you if local laws, insurrection, epidemic, unavailability of health care providers, strikes, severe weather, geographic inaccessibility or other factors beyond their control delay, interfere or prevent the provision of these services.

AUTO RENTAL COLLISION/ LOSS DAMAGE INSURANCE

Coverage under this Certificate is provided by:

TD Home and Auto Insurance Company (Insurer)

320 Front Street West, 3rd Floor, Toronto, ON M5V 3B6

Administration services are provided by:

Allianz Global Assistance (Administrator)

P.O. Box 277, Waterloo, ON N2J 4A4

Phone: 1-866-374-1129 or (416) 977-4425

The *Certificate* below applies to the TD Aeroplan Visa Platinum Card which will be referred to as a "TD Credit Card" throughout the *Certificate*.

This *Certificate* contains a clause which may limit the amount payable.

Please note that in Alberta and British Columbia, Statutory Conditions are deemed to be part of every contract that include insurance against loss or damage to property and said Statutory Conditions are included in the Policy.

Certificate of Insurance

Please read this *Certificate* carefully. It outlines what Collision/Loss Damage Insurance is and what is covered along with the conditions under which a payment will be made when *You* rent and operate a rental vehicle but do not accept the Collision Damage Waiver (CDW) or its equivalent offered by the *Rental Agency*. It also provides instructions on how to make a claim. This *Certificate* should be kept in a safe place and carried with *You* when *You* travel.

TD Home and Auto Insurance Company (referred to in this *Certificate* as the "**Company**") provides the insurance for this *Certificate* under Policy TDV092010 (referred to in this *Certificate* as the "**Policy**").

Our Administrator administers the insurance on behalf of TD Home and Auto Insurance Company, and provides claims assistance, claims payment and administrative services under the Group Policy.

This *Certificate* is not a contract of insurance. It contains only a summary of the principal provisions of the Policy.

All benefits are subject in every respect to the Policy which alone constitutes the Agreement under which payments are made.

This coverage may be cancelled, changed or modified at the option of the card issuer or the Company with at least 30 days written notice to the Primary Cardholder.

To help *You* understand this document, some key words have been defined below:

ACCOUNT means *Your* TD Credit Card *Account* accessed using *Your* TD Credit Card or TD Visa Cheque.

ACCOUNT HOLDER means the *Primary Cardholder* to whom the monthly *Account* statement is issued and who is a resident of Canada, and any *Additional Cardholder* who is a resident of Canada. The *Account Holder* may be referred herein as "*You*" or "*Your*".

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

ADMINISTRATOR means the service provider arranged by the Company to provide claims payment and administrative services under the Policy.

CAR SHARING means a car rental club which gives its members 24 hour access to a fleet of cars parked in a convenient location.

CARDHOLDER means the *Primary Cardholder* and any *Additional Cardholder* in accordance with the Cardholder Agreement.

CERTIFICATE means this certificate of insurance.

INSURED PERSON means (1) *You the Cardholder*, who presents himself (herself) in person at the *Rental Agency*, signs the rental contract, declines the *Rental Agency's* CDW or its equivalent and takes possession of the rental vehicle and who complies with the terms of this Policy. (2) Any other person who drives the same rental vehicle with *Your* permission whether or not such person has been listed on the rental vehicle contract or has been identified to the *Rental Agency* at the time of making the rental, however, *You* and all drivers must otherwise qualify under and follow the terms of the rental contract and must be legally licensed and permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used.

Important: Check with *Your* personal automobile insurer and the *Rental Agency* to ensure that *You* and all other drivers have adequate third party liability, personal injury and damage to property coverage. **This policy only covers loss or damage to the rental vehicle as stipulated herein.**

LOSS OF USE means the amount paid to a *Rental Agency* to compensate it when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

PRIMARY CARDHOLDER means a person who has applied for a TD Credit Card, whose name is on the *Account* and to whom a TD Credit Card has been issued.

RENTAL AGENCY means an auto *Rental Agency* licensed to rent vehicles and which provides a rental agreement. For greater certainty, throughout this *Certificate* of Insurance the terms 'rental company' and 'rental agency' refer to both traditional auto rental agencies and Car Sharing Programs.

RENTAL AGENCY'S CDW means an optional Collision Damage Waiver (CDW) or similar coverage offered by car rental companies that relieves renters of financial responsibility if the car is damaged or stolen while under rental contract. Rental Agency's CDW is not insurance.

TAX-FREE CAR means a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback. The Collision/Loss Damage Insurance program will not provide coverage for Tax-free cars.

YOU/YOUR means a TD Credit *Cardholder* whose name is embossed on the TD Credit Card or who is authorized to use the TD Credit Card in accordance with the Cardholder Agreement.

A. Collision/Loss Damage Insurance at a Glance

- Only the *Cardholder* may rent a vehicle and decline the *Rental Agency's* collision damage waiver (CDW) or an equivalent coverage offering. This coverage applies only to the *Insured Person's* personal and business use of the rental vehicle.
- *Your* TD Credit Card must be in good standing.
- *You* must initiate and complete the entire rental transaction with the same TD Credit Card.
- The full cost of the rental must be charged to *Your* TD Credit Card to activate coverage.
- Coverage is limited to one rental vehicle at a time, i.e., if during the same period there is more than one vehicle rented by the *Cardholder*, only the first rental will be eligible for these benefits.
- The length of time *You* rent the same vehicle or vehicles must not exceed forty-eight (48) consecutive days, which follow one immediately after the other. In order to break the consecutive day cycle, a full calendar day must exist between rental periods. If the rental period exceeds forty-eight (48) consecutive days, coverage will not be provided from the first day onwards, i.e., coverage will not be provided for either the first forty-eight (48) consecutive days or any subsequent days. Coverage may not be extended for more than forty-eight (48) days by renewing or taking out a new rental agreement with the same or another *Rental Agency* for the same vehicle or another vehicle.
- Coverage is limited to loss/damage to, or theft of a rental vehicle only up to the rental vehicle's actual cash value plus valid *Loss of Use* charges.
- The *Cardholder* must decline on the rental contract the CDW option or its equivalent offered by the *Rental Agency*. (The Collision/Loss Damage Insurance coverage does not pay for the premium charged by the *Rental Agency* for the CDW offered by the *Rental Agency*.)
- Most vehicles are covered by the Policy. (A list of vehicles excluded from this coverage is outlined in the section "**Types of Vehicles Covered**".)
- The Collision/Loss Damage Insurance Program will provide coverage to *Cardholders* when the full cost of each rental of a vehicle (per use and mileage charges) is paid for using *Your* TD Credit Card and the *Car Sharing* Program's Collision/Loss Damage Insurance is declined.
- Coverage is available except where prohibited by law.
- Claims must be reported within forty-eight (48) hours of the damage/loss occurring by calling **1-866-374-1129** (when in Canada or the United States) or, call collect **(416) 977-4425**.

PLEASE READ THE FOLLOWING COVERAGE DESCRIPTION CAREFULLY FOR MORE DETAILED INFORMATION ON CONDITIONS AND EXCLUSIONS.

Collision/Loss Damage (CLD) Insurance provides coverage when *You* use *Your* TD Credit Card to pay for a rental vehicle and decline the CDW (or an equivalent coverage) offered by the *Rental Agency*. There is no additional charge for the CLD Insurance. The coverage compensates *You* or a *Rental Agency* for loss/damages up to the actual cash value of the rented vehicle and valid *Rental Agency Loss of Use* charges when the conditions described below are met.

B. Collision/Loss Damage Covers

CLD Insurance is primary insurance (except for losses that may be waived or assumed by the *Rental Agency* or their insurer, and in such circumstances where local government insurance legislation states otherwise) which pays the amount for which *You* are liable to the *Rental Agency* up to the actual cash value of the damaged or stolen rental vehicle as well as valid *Loss of Use* charges resulting from damage or theft occurring while *You* are the renter of the rental vehicle.

The length of time *You* rent the same vehicle or vehicles must not exceed forty-eight (48) consecutive days. If *You* rent the same vehicle or vehicles for more than forty-eight (48) consecutive days, no coverage is provided for any part of your rental period.

This coverage does NOT include loss arising directly or indirectly from:

1. a replacement vehicle for which *Your* personal automobile insurance is covering all or part of the cost of the rental;
2. third party liability;
3. personal injury or damage to property, except the rental vehicle itself or its equipment;
4. the operation of the rental vehicle at any time during which any *Insured Person* is driving while intoxicated or under the influence of any narcotic;
5. any dishonest, fraudulent or criminal act committed by any *Insured Person*;
6. wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;
7. operation of the rental vehicle in violation of the terms of the rental agreement except:
 - (a) *Insured Persons* as defined, may operate the rental vehicle;
 - (b) the rental vehicle may be driven on publicly maintained gravel roads;
 - (c) the rental vehicle may be driven across provincial and state boundaries in Canada and the U.S. and between Canada and the U.S.

N.B. It must be noted that loss/damage arising while the vehicle is being operated under (a), (b) or (c) above is covered by this insurance. However, the Rental Agency's third party insurance will not be in force and, as such, You must ensure that You are adequately insured privately for third party liability.

8. seizure or destruction under a quarantine or customs regulations or confiscated by order of any government or public authority;
9. transportation of contraband or illegal trade;
10. war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combatting or defending against such action;
11. transportation of property or passengers for hire;
12. nuclear reaction, nuclear radiation, or radioactive contamination;
13. intentional damage to the rental vehicle by an *Insured Person*.

C. Who is Eligible for Coverage?

Insured Persons as defined provided that:

1. *Your Card Account* privileges have not been terminated or suspended, and/or
2. *Your Card Account* is not more than ninety (90) days past due.

D. Coverage Activation

For coverage to be in effect, *You* must:

1. Use *Your TD Credit Card* to pay for the entire rental from a *Rental Agency*.
2. Decline the *Rental Agency's* CDW option or similar coverage offered by the *Rental Agency* on the rental contract. If there is no space on the vehicle rental contract for *You* to indicate that *You* have declined the coverage, then indicate in writing on the contract "I decline CDW provided by this merchant".
 - Rental vehicles which are part of prepaid travel packages are also covered if the total package was paid by *Your TD Credit Card*.
 - *You* are covered if *You* receive a "free rental" as a result of a promotion where *You* have had to make previous vehicle rentals and if each such previous rental was entirely paid for with *Your TD Credit Card*.
 - *You* are covered if *You* receive a "free rental" day(s) as a result of the Aeroplan program (or similar TD Credit Card program) for the number of days of free rental. If the free rental day(s) are combined with rental days for which *You* pay the negotiated rate, this entire balance must be paid by *Your TD Credit Card*.
 - *You* are covered if Aeroplan points are used to obtain the rental. However, if only a partial payment is paid using Aeroplan points, the entire balance of that rental must be paid using *Your TD Credit Card* in order to be covered.

E. Coverage Termination

There is NO Coverage when:

1. The *Rental Agency* reassumes control of the rental vehicle.
2. This Policy is cancelled.

3. *Your* rental period is more than forty-eight (48) consecutive days, or *Your* rental period is extended for more than forty-eight (48) consecutive days by renewing or taking out a new rental agreement with the same or another *Rental Agency* for the same vehicle or other vehicles.
4. *Your* TD Credit Card is cancelled or Card privileges are otherwise terminated.

F. Where Coverage is Available

This coverage is available on a 24-hour basis unless precluded by law or the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed (other than under section B, Part 7 (a) (b) or (c) above).

(See the section on “**Helpful Hints**” for tips on locations where use of this coverage may be challenged and what to do when a *Rental Agency* makes the rental or return of a vehicle difficult.)

G. Types of Vehicles Covered

The types of rental vehicles covered include:

All cars, sport utility vehicles, and Mini-Vans (defined as vans made by an automobile manufacturer and classified by the manufacturer or a government authority as Mini-Vans made to transport a maximum of eight (8) people including the driver and which are used exclusively for the transportation of passengers and their luggage) except those excluded below.

The following vehicles are NOT covered:

1. vans, cargo vans or mini cargo vans (other than Mini-Vans as described above);
2. trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
3. limousines;
4. off-road vehicles — meaning any vehicle used on roads that are not publicly maintained roads unless used to ingress and egress private property;
5. motorcycles, mopeds or motor bikes;
6. trailers, campers, recreational vehicles or vehicles not licensed for road use;
7. vehicles towing or propelling trailers or any other object;
8. mini-buses or buses;
9. any vehicle with a Manufacturer’s Suggested Retail Price (MSRP) excluding all taxes, over sixty-five thousand dollars (\$65,000) Canadian, at the time and place of loss.
10. exotic vehicles, meaning vehicles such as Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce;
11. any vehicle which is either wholly or in part handmade, hand finished or has a limited production of under 2,500 vehicles per year;

12. antique vehicles, meaning a vehicle over twenty (20) years old or which has not been manufactured for ten (10) years or more.

13. *Tax-free cars.*

Luxury vehicles such as BMW, Cadillac, Lincoln and Mercedes Benz are covered as long as they meet the above requirements.

IN THE EVENT OF AN ACCIDENT/THEFT

- **Within forty-eight (48) hours**, call the Administrator toll-free **1-866-374-1129** if *You* are in Canada or the United States or call collect **(416) 977-4425**. The Administrator's representative will answer *Your* questions and send *You* a claim form.
- Decide with the rental agent which one of *You* will make the claim.
- **If the rental agent decides to settle the claim directly**, complete the accident report claim form and assign the right for the *Rental Agency* to make the claim on *Your* behalf on the claim form or other authorized forms. It is important to note that *You* remain responsible for the damage/loss and that *You* may be contacted in the future to answer inquiries resulting from the claims process. The rental agent may fax the required documentation toll-free if they are in Canada or the United States to **1-877-661-3566**. When elsewhere the fax number is **1-519-742-9471**. Original documentation may also be required in some instances. (If *You* have any questions, are having any difficulties, or would like the claims Administrator to be involved immediately, call the number provided above).
- **If *You* will be making the claim**, *You* must call the claims administrator within forty-eight (48) hours of the damage/theft having occurred. *Your* claim must be submitted with as much documentation, requested below, as possible within forty-five (45) days of discovering the loss/damage. *You* will need to provide all documentation within ninety (90) days of the date of damage or theft to the claims Administrator.
- The following claim documentation is required:
 - the claim form, completed and signed
 - *Your* sales draft showing that the rental was paid in full with the TD Credit Card and/or proof of redemption
 - the original copy of the vehicle rental agreement
 - accident or damage report, if available
 - the itemized repair bill, or if not available, a copy of the estimate
 - receipt for paid repairs
 - police report, when available
 - copy of *Your* billing or pre-billing statement if any repair charges were billed to *Your* account

Under normal circumstances, the claim will be paid within fifteen (15) days after the claims Administrator has received all necessary documentation. If the claim cannot be assessed on the basis of the information that has been provided, it will be closed.

After the Company has paid *Your* claim, *Your* rights and recoveries will be transferred to the Company to the extent of the Company's payment for the loss/damage incurred when the rental vehicle was *Your* responsibility. This means the Company will then be entitled, at its own expense, to sue in *Your* name. If the Company chooses to sue another party in *Your* name, *You* must give the Company all the assistance the Company may reasonably require to secure its rights and remedies. This may include providing *Your* signature on all necessary documents that enable the Company to sue in *Your* name.

Once *You* report damage, loss or theft, a claim file will be opened and will remain open for six (6) months from the date of the damage or theft. Payment will only be made on a claim or any part of a claim that is completely substantiated as required by the claims Administrator within six (6) months of the date of loss/damage.

You should use due diligence and do all things necessary to avoid or reduce any loss or damage to property protected by this Collision/Loss Damage Insurance.

If *You* make a claim knowing it to be false or fraudulent in any respect, *You* will not be entitled to the benefits of this protection, nor to the payment of any claim made under this Policy.

H. Legal Action Limitation Period

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

I. Helpful Hints

Before *You* rent a vehicle, find out if *You* are required to provide a deposit if *You* wish to decline the *Rental Agency's* CDW. If possible, select a *Rental Agency* which provides an excellent rate AND allows *You* to decline the CDW without having to make a deposit.

Rental Agencies in some countries may resist *Your* declining their CDW coverage. These *Rental Agencies* may try to encourage *You* to take their coverage or to provide a deposit. If *You* experience difficulty using *Your* CLD Insurance coverage, please call toll-free **1-866-374-1129** if *You* are in Canada or the United States or, call collect **(416) 977-4425** and provide:

- the name of the *Rental Agency* involved,
- the *Rental Agency's* address,
- the date of the rental,
- the name of the *Rental Agency* representative with whom *You* spoke, and *Your* rental contract number.

The *Rental Agency* will then be contacted and acquainted with the CLD Insurance coverage.

In certain locations, the law requires that *Rental Agencies* provide Collision Damage Coverage in the price of the vehicle rental. In these locations (and in Costa Rica or elsewhere where *Cardholders* may be required to accept CDW), the CLD Insurance will provide coverage for any required deductible provided that all the procedures outlined in the *Certificate* are followed and the *Rental Agency's* Deductible Waiver has been declined on the rental contract.

You will not be compensated for any payment *You* may have made to obtain the *Rental Agency's* CDW.

Check the rental vehicle carefully for scratches or dents before and after *You* drive the vehicle. Be sure to point out where the scratches or dents are located to a *Rental Agency* representative.

If the vehicle has sustained damage of any kind, immediately phone one of the numbers provided and do not sign a blank sales draft to cover the damage and *Loss of Use* charges or, a sales draft with an estimated cost of repair and *Loss of Use* charges. The rental agent may make a claim on *Your* behalf to recover repair and *Loss of Use* charges by following the procedures outlined in the section "**In the Event of an Accident/Theft**".

PURCHASE SECURITY AND EXTENDED WARRANTY PROTECTION

Coverage under this Certificate is provided by:

TD Home and Auto Insurance Company (Insurer)

320 Front Street West, 3rd Floor, Toronto, ON M5V 3B6

Administration services are provided by:

Allianz Global Assistance (Administrator)

P.O. Box 277, Waterloo, ON N2J 4A4

Phone: 1-866-374-1129 or (416) 977-4425

The *Certificate* below applies to the TD Aeroplan Visa Platinum Card which will be referred to as a "TD Credit Card" throughout the *Certificate*:

This Certificate contains a clause which may limit the amount payable.

Please note that in Alberta, Statutory Conditions are deemed to be part of every contract that include insurance against loss or damage to property and said Statutory Conditions are included in the Master Policy.

Certificate of Insurance

The terms of the TD Credit Card Purchase Security and Extended Warranty Protection Group Policy #TDVP112008 (the "**Master Policy**") issued by TD Home and Auto Insurance Company ("**Insurer**") to The Toronto-Dominion Bank are described in this *Certificate*.

Our Administrator administers the insurance on behalf of TD Home and Auto Insurance Company, and provides claims assistance, claims payment and administrative services under the Group Policy.

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

Section 1 – Definitions

ACCOUNT(S) means *Your* TD Credit Card *Account* accessed using *Your* TD Credit Card or TD Visa Cheque.

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

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

ADMINISTRATOR means the service provider arranged by the Insurer to provide claims payment and administrative services under the Policy.

CERTIFICATE means this certificate of insurance.

INSURED ITEM means a new item of personal property (a pair or set being one item) for personal use for which at least 75% of the *Purchase Price* has been charged to the *Account* of the *Account Holder*.

MANUFACTURER’S WARRANTY means an express written warranty issued by or on behalf of the manufacturer of the *Insured Item* at the point of sale at the time of purchase of an *Insured Item*. The *Manufacturer’s Warranty* must be valid in Canada.

PRIMARY CARDHOLDER means a person who applied for a TD Credit Card, whose name is on the *Account* and to whom a TD Credit Card has been issued.

PURCHASE PRICE means the actual cost to the *Account Holder* of the *Insured Item*, including any applicable sales tax.

SPOUSE means:

- i) a person to whom the *Account Holder* is lawfully married; or
- ii) the designated partner where such partner has been domiciled with the *Account Holder* for at least one year and is publicly represented as the *Account Holder’s Spouse*.

Section 2 – What are the Insurance Benefits

(a) Purchase Security

The Purchase Security Plan automatically protects most *Insured Items* purchased with the TD Credit Card for ninety (90) days from purchase for all risk of direct physical loss or damage, except as herein provided, anywhere in the world, in excess of other applicable insurance. If the item is lost, stolen or damaged, it will be replaced or repaired, or the *Account Holder* will be reimbursed for the *Purchase Price*. This protection is provided at no additional cost and is in effect for purchases made on or after December 1, 2008.

(b) Extended Warranty Protection

- (i) The Extended Warranty Protection Plan automatically provides extended warranty coverage for *Insured Items* such coverage to commence immediately following the expiry of the applicable *Manufacturer’s Warranty* for a period equal to the period of the *Manufacturer’s Warranty* coverage or one year, whichever is the lesser on most items purchased with the TD Credit Card as long as there is a *Manufacturer’s Warranty* valid in Canada (automatic

coverage is limited to warranties five years or less). *Manufacturer's Warranties* greater than five years are covered if registered with the Administrator within the first year after purchase of the item.

(ii) To register an *Insured Item* with a warranty greater than five (5) years for Extended Warranty Protection, the *Account Holder* must contact the Administrator and provide:

- a copy of the sales receipt;
- Credit Card record of charge or Credit Card statement;
- serial number of the item, if available;
- original *Manufacturer's Warranty* valid in Canada; and
- description of the product.

This protection is provided at no additional cost and is in effect for purchases made on or after December 1, 2008.

Section 3 – Policy Limits

There is a maximum aggregate lifetime benefit per *Account Holder* of \$60,000 for all TD Credit Cards of the *Account Holder*. The *Account Holder* will be entitled to receive no more than the full *Purchase Price* of the *Insured Item* as recorded on the *Account* receipt or *Account* statement. Claims for items belonging to a pair or set will be paid for at the *Purchase Price* of the pair or set provided the parts of the pair or set are unusable individually and cannot be replaced individually. The Administrator, at its sole option, may elect to:

- (a) Repair, rebuild or replace the item lost or damaged (whether wholly or in part), upon notifying the *Account Holder* of its intention to do so within forty-five (45) days following receipt of the required Loss Report; or
- (b) Pay cash for said item, not exceeding the full *Purchase Price* thereof paid using the *Account* and subject to the exclusions, terms and limits of liability as stated in this *Certificate*.

Section 4 – Exclusions

Any loss or damage of any aspect of any product, device, or equipment to function properly as caused by any change in date will be excluded. This exclusion applies to Purchase Security and to Extended Warranty Protection.

Purchase Security

- (a) Coverage is not extended to loss or damage to the following:
 - (i) cash or its equivalent, traveller's cheques, tickets and any negotiable instruments;
 - (ii) art objects, bullion, rare or precious coins;
 - (iii) perishables, animals or living plants;
 - (iv) jewellery and watches in baggage unless carried by hand and under the personal supervision of the *Account Holder* or *Account Holder's* travelling companion previously known to the *Account Holder*;
 - (v) automobiles, motorboats, aircrafts, motorcycles, drones, motor scooters and other motorized vehicles, parts and accessories thereof;

- (vi) ancillary costs incurred in respect of an *Insured Item* and not forming part of the *Purchase Price*;
 - (vii) parts and/or labour required as a result of mechanical breakdown;
 - (viii) used and pre-owned items including antiques and demos;
 - (ix) any item purchased by and/or used for a business or commercial purpose;
 - (x) items consumed in use; and
 - (xi) services.
- (b) Loss or damage resulting from the following perils are excluded from coverage:
- (i) abuse or fraud;
 - (ii) flood or earthquake;
 - (iii) war, invasion, hostilities, rebellion, insurrection, terrorism, confiscation by authorities, contraband or illegal activity;
 - (iv) normal wear and tear;
 - (v) mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another);
 - (vi) radioactive contamination;
 - (vii) inherent product defects;
 - (viii) normal course of play; or
 - (ix) willful acts or omissions; and
 - (x) indirect, incidental or consequential damages, including bodily injury, property damage, economic loss, punitive or exemplary damages and legal costs are not covered.

Extended Warranty Protection

In addition to any exclusions which may be set out in the *Manufacturer's Warranty*, this *Certificate* does not cover:

- (i) wear and tear, gradual reduction in operating performance, negligence, misuse and abuse;
- (ii) automobiles, motor boats, aircraft, motorcycles, drones, motor scooters and other motorized vehicles and parts and accessories thereof;
- (iii) willful acts or omissions and improper installation or alteration;
- (iv) ancillary costs;
- (v) used or pre-owned items including demos;
- (vi) any item purchased by and/or used for a business or commercial purpose; and
- (vii) consequential damages, including bodily injury, property damages, economic loss, punitive or exemplary damages and legal costs are not covered;
- (viii) inherent product defects.

Section 5 – Claims

The *Account Holder* must furnish the Administrator with proof of loss. This shall include a signed Loss Report.

(a) Initial Notification

If *You* have incurred a loss covered under the Purchase Security or Extended Warranty Protection Plans, *You* must give notice by contacting the Administrator within forty-five (45) days from the date of loss or damage.

Call toll-free between 8:00 a.m. and 8:00 p.m. Eastern Time, Monday to Saturday: **1-866-374-1129 or (416) 977-4425**

The *Account Holder* will be asked to provide or, if writing, should provide:

- name, address and telephone number
- *Account* number used to purchase the *Insured Item*
- description of the *Insured Item* and
- date, place, amount and cause of the loss or damage.

(b) Written Proof

(i) Purchase Security

In the event of a claim covered under the Purchase Security Plan, a Loss Report will be mailed by the Administrator to the *Account Holder*. Complete in full and return within ninety (90) days from the date of loss or damage.

The Loss Report shall include but may not be limited to:

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

(ii) Extended Warranty Protection

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

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

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

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

Section 6 – Termination of Insurance

This coverage terminates on the earliest of the following:

- a) When *Your Account* is closed;
- b) When *Your Account* is ninety (90) or more days past due but coverage is automatically reinstated when the *Account* is returned to good standing; and
- c) When the Master Policy is cancelled except that the Insurer will remain liable for the claim if the event giving rise to the claim occurred prior to the effective termination date and the claim is otherwise valid.

Section 7 – General Conditions

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

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

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

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

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

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

MASTER POLICY. This *Certificate* is not a Policy of Insurance. In the event of any conflict between this description of coverage and the Master Policy, the terms and conditions of the Master Policy will govern. In no event does possession of multiple certificates or TD Credit Cards entitle an *Insured Person* to benefits in excess of those stated herein for any one loss sustained.

FLIGHT/TRIP DELAY INSURANCE

Coverage under this Certificate is provided by:

TD Home and Auto Insurance Company (Insurer)
320 Front Street West, 3rd Floor, Toronto, ON M5V 3B6

Administration services are provided by:

Allianz Global Assistance (Administrator)
P.O. Box 277, Waterloo, ON N2J 4A4
Phone: 1-866-374-1129 or (416) 977-4425

The *Certificate* below applies to the TD Aeroplan Visa Platinum Card which will be referred to as a "TD Credit Card" throughout the *Certificate*:

Certificate of Insurance

TD Home and Auto Insurance Company ("**TDH&A**") provides the insurance for this *Certificate* under Master Policy #TGV010 (the "**Policy**") issued to The Toronto-Dominion Bank. This Insurance is administered by Allianz Global Assistance ("**Allianz**") through the Operations Centre. Allianz administers the insurance on behalf of TDH&A, and provides claims assistance, claims payment and administrative services under the Policy.

This *Certificate* contains a clause which may limit the amount payable

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

SECTION 1 – DEFINITIONS

ACCOUNT means *Your* TD Credit Card *Account* accessed using *Your* TD Credit Card or TD Visa Cheque.

ACCOUNT HOLDER means the Primary Cardholder to whom the monthly *Account* statement is issued, and who is a resident of Canada and any

Additional Cardholder who is resident of Canada. The *Account Holder* may be referred to herein using “You” and “Your”.

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

CERTIFICATE means this certificate of insurance.

COMMON CARRIER means any licensed land, water or air conveyance operated by those whose occupation or business is transportation of persons or things without discrimination for hire. Common Carrier is extended to include any Airline having a Charter Air Carrier’s 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*, the fare for which at least 75% has been charged to *Your Account* and/or using *Your Aeroplan points*.

DEPENDENT CHILD(REN) means those children residing with the *Account Holder*, under the age of twenty-two (22) and unmarried, who are primarily dependent upon the *Account Holder* for maintenance and support. Dependent Children also means children beyond the age of twenty-two (22) 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-six (26) and unmarried, who are classified as full-time students at an institution of higher learning.

INSURED PERSON means the *Account Holder*, as well as the *Account Holder’s Spouse* and *Dependent Children* whose name is on a *Common Carrier* ticket.

PRIMARY CARDHOLDER means a person who applied for a TD Credit Card, whose name is on the Account and to whom a TD Credit Card has been issued.

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.

WE, US and OUR mean TD Home and Auto Insurance Company and/or *Our* administrator.

SECTION 2 – \$500 FLIGHT/TRIP DELAY COVERAGE

In the event that a departure of a *Common Carrier* on a *Covered Trip* on which the *Insured Person* had arranged to travel is delayed for **four (4) hours** from the time specified in the itinerary supplied to the *Insured Person*, We will pay **up to \$500** for reasonable expenses for meals and accommodation while delayed and reasonable additional ground transportation expenses. Benefits payable are subject to the following:

- 1) Delay of a *Common Carrier* is caused by inclement weather which means any severe weather condition that delays the scheduled

arrival or departure of a *Common Carrier*; or

- 2) Delay caused by equipment failure of a *Common Carrier*, which means any sudden, unforeseen breakdown in the *Common Carrier's* equipment that delays the scheduled arrival or departure of a *Common Carrier*; or
- 3) Delay due to an unforeseen strike or other job action by employees of a *Common Carrier*, which means any labor disagreement that delays the scheduled arrival or departure of a *Common Carrier*.

This coverage for Flight/Trip Delay does not include any loss caused directly and/or indirectly due to:

- 1) An event which was made public or known to the *Insured Person* prior to the date the trip was booked;
- 2) Laws, regulations or orders issued or made by any government or Public Authority;
- 3) Strikes or labor disputes that existed or of which advanced warning had been given prior to the date the *Covered Trip* was booked;
- 4) Cancellation due to the withdrawal from service temporarily or permanently of any *Common Carrier* on the orders or recommendations of any Port Authority or the Aviation Agency of any similar body in any country; or
- 5) A bomb search or bomb threat.

The Flight/Trip Delay benefit is excess over any other insurance or indemnity (including any reimbursements by the *Common Carrier*) available to the *Insured Person*.

SECTION 3 – CLAIMS

If You have incurred a claim covered under the Flight/Trip Delay Insurance Plan, You must give notice by contacting Allianz within forty-five (45) days from the date of the occurrence of the delay.

To report your claim, please call 1-866-374-1129 or (416) 977-4425.

In the event of a claim covered under the Flight/Trip Delay Insurance Plan, a loss report will be mailed to the *Insured Person*. You should complete it in full and return it within ninety (90) days from the date of occurrence of the delay.

The loss report shall include but may not be limited to:

- a copy of the *Common Carrier* ticket;
- a copy of the *Account* charge receipt or TD Credit Card statement for the cost of the *Common Carrier* and/or proof of redemption;
- itemized receipts for actual expenses incurred for essential items and other expenses incurred as a result of Your Flight/Trip Delay;
- written statement from the *Common Carrier* confirming the date and time of the *Common Carrier* delay;
- reason or circumstances surrounding the delay; and
- any other information reasonably required by Allianz.

SECTION 4 – 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 5 – GENERAL CONDITIONS

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

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.

MASTER POLICY: This *Certificate* is a description of coverage provided by Policy #TGV010 issued to The Toronto-Dominion Bank. All terms and conditions of the Policy govern. In no event does possession of multiple certificates or TD Credit Cards entitle an *Insured Person* to benefits in excess of those described herein.

MOBILE DEVICE INSURANCE

Coverage under this Certificate is provided by:

American Bankers Insurance Company of Florida
5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9
Phone: **1-800-859-0694**

This Certificate of Insurance contains a clause which may limit the amount payable.

The coverage outlined in this Certificate of Insurance is effective November 8, 2020, and is provided to eligible TD Aeroplan Visa Platinum *Cardholders*. Refer to the Definitions section below or to the paragraph following this one for the meanings of all capitalized and italicized terms.

Mobile Device Insurance is underwritten by American Bankers Insurance Company of Florida (the "*Insurer*") under Group Policy No. **TD A112020** (the "*Policy*") issued by the *Insurer* to The Toronto-Dominion Bank (the "*Policyholder*"). The *Insurer*, its subsidiaries, and affiliates carry on business in Canada under the name of Assurant®. Assurant® is a registered trademark of Assurant, Inc.

The terms, conditions and provisions of the *Policy* are summarized in this Certificate of Insurance, which is incorporated into and forms part of the *Policy*. Mobile Device Insurance benefits are subject in every respect to the *Policy*, which alone constitutes the agreement under which benefits will be provided. *You* or a person making a claim under this Certificate of Insurance may request a copy of the *Policy* and/or copy of *Your* application for this insurance (if applicable) by writing to the *Insurer* at the address shown below.

American Bankers Insurance Company of Florida's head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

Claim payment and administrative services are arranged and/or provided by the *Insurer*.

In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

Section 1 – Definitions

The following words and phrases, shown capitalized and italicized in this Certificate of Insurance, have the meanings shown below. *You* may need to refer to this section to ensure *You* have a full understanding of *Your* coverage, limitations and exclusions.

Accidental Damage means damage caused by an unexpected and unintentional external event such as drops, cracks, and spills that occur during normal daily usage of the *Mobile Device* as the manufacturer intended.

Account means the *Primary Cardholder's* TD Aeroplan Visa Platinum card account, which must be in Good Standing with the *Policyholder*.

Additional Cardholder means a natural person resident in Canada to whom a TD Aeroplan Visa Platinum Card has been issued at the authorization of the *Primary Cardholder*.

Cardholder means the *Primary Cardholder* and any *Additional Cardholder*. The *Cardholder* may be referred to as "*You*" or "*Your*".

Dollars and **\$** means Canadian dollars.

Good Standing means, with respect to an *Account*, that the *Primary Cardholder* has not advised the *Policyholder* to close it or the *Policyholder* has not suspended or revoked credit privileges or otherwise closed the *Account*.

Household Member means a spouse, parents, stepparents, grandparents, grandchildren, in-laws, natural or adopted children, stepchildren, brothers, sisters, stepbrothers and stepsisters whose permanent residence and address is the same as the *Cardholder*.

Mobile Device means a new or, if purchased directly from an original equipment manufacturer or *Provider*, a refurbished cellular phone, smartphone or tablet (portable single-panel touchscreen computer), which has Internet-based and/or wireless communication capabilities, and which has not been purchased by a business and/or used for business or for commercial purposes.

Mysterious Disappearance means the vanishing of a *Mobile Device* which cannot be explained, i.e. there is an absence of evidence of a wrongful act of another person.

Other Insurance means all other applicable valid insurance, indemnity, warranty, or protection available to the *Cardholder* in respect of a loss subject to a claim under this Certificate of Insurance, including group and individual insurance, credit card coverage (whether group or individual), and any other reimbursement plans.

Plan means a fixed-term contract offered by a wireless service *Provider*.

Primary Cardholder means a natural person, resident of Canada, whose name is on the *Account* and to whom a TD Aeroplan Visa Platinum Card has been issued. A *Primary Cardholder* does not include an *Additional Cardholder*.

Provider means a Canadian wireless service *Provider*.

Purchase Price means the portion of the *Total Cost* paid and charged to the *Account* if purchasing a *Mobile Device* outright, or the *Total Cost* the *Cardholder* will pay if funding the purchase of a *Mobile Device* through a *Plan*.

Total Cost means the cost of a *Mobile Device*, including any applicable taxes, and less any Trade-In Credit(s) and costs for fees associated with the *Mobile Device* purchased such as insurance premiums, customs duty, delivery and transportation costs, or similar costs or fees.

Trade-In Credit(s) means an in-store credit or certificate issued by a retailer or *Provider* to the *Cardholder* when the *Cardholder* trades-in an old mobile device.

Section 2 – Coverage

A. ELIGIBILITY

You are eligible for Mobile Device Insurance when You purchase a *Mobile Device* anywhere in the world, and You:

- a) charge at least 75% of the *Total Cost* to *Your Account*. If the *Mobile Device* is equipped with cellular data technology, You must also activate *Your Mobile Device* with a *Provider*; or
- b) charge any portion of the *Total Cost* that is required to be paid up-front to *Your Account*, fund the balance of the *Total Cost* through a *Plan*, and charge all monthly wireless bill payments to *Your Account* for the duration of *Your Plan*; or
- c) fund the *Total Cost* through a *Plan* and charge all the monthly wireless bill payments to *Your Account* for the duration of the *Plan*.

B. COVERAGE PERIOD

Mobile Device coverage takes effect on the later of:

- a) 30 days from the date of purchase of *Your Mobile Device*; and
- b) the date the first monthly wireless bill payment is charged to *Your Account*.

Mobile Device coverage ends on the earlier of:

- a) two years from the date of purchase;
- b) the date ONE monthly wireless bill payment was not charged to *Your Account*, if You are funding the *Total Cost* of *Your Mobile Device* through a *Plan*;

- c) the date the *Account* ceases to be in *Good Standing*; and
- d) the date *You* cease to be eligible for coverage.

C. BENEFITS

If a *Mobile Device* is lost, stolen or suffers mechanical breakdown or *Accidental Damage*, *You* will be reimbursed the lesser of its repair or replacement cost, not exceeding the depreciated value[†] of *Your Mobile Device* at date of loss, less the deductible^{††}, to a maximum of \$1,000, subject to the Limitations and Exclusions below.

[†] The depreciated value of *Your Mobile Device* at date of loss is calculated by deducting from the *Purchase Price* of *Your Mobile Device* the depreciation rate of 2% for each completed month from the date of purchase.

^{††} The amount of the deductible is based on the *Total Cost* of *Your Mobile Device* less any applicable taxes, as determined from the following table:

Total Cost (Less Taxes)	Applicable Deductible
\$0 – \$200	\$25
\$200.01 – \$400	\$50
\$400.01 – \$600	\$75
\$600.01 or more	\$100

For example: If *You* purchase a *Mobile Device* for a *Purchase Price* of \$800 (\$700 + \$100 in applicable taxes) on May 1, and file a claim on January 21 of the following year, the maximum reimbursement will be calculated as follows:

- 1) Calculation of the depreciated value of *Your Mobile Device*:

<i>Purchase Price</i>	\$800
Less depreciation cost (2% x 8 months x \$800)	– \$128
Depreciated value	<u>\$672</u>

- 2) Calculation of the maximum reimbursement:

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

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

In the event *Your Mobile Device* is lost or stolen and, upon approval of *Your* claim, *You* purchase a replacement *Mobile Device* for a price of \$800 including applicable taxes, the maximum reimbursement available to *You* will be \$572.

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

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

D. LIMITATIONS AND EXCLUSIONS

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

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

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

Mobile Device Insurance does not cover:

- 1) accessories, whether included with *Your Mobile Device* in the original manufacturer's package or purchased separately;
- 2) batteries;
- 3) *Mobile Devices* purchased for resale, professional or commercial use;
- 4) used, previously owned *Mobile Devices*;
- 5) refurbished *Mobile Devices* (unless provided as a replacement for *Your Mobile Device* under the manufacturer's warranty or purchased directly from an original equipment manufacturer or Canadian *Provider*);
- 6) *Mobile Devices* that have been modified from their original state;
- 7) *Mobile Devices* being shipped, until received and accepted by *You* in new and undamaged condition; and
- 8) *Mobile Devices* stolen from baggage unless such baggage is hand-carried under the personal supervision of the *Cardholder* or the *Cardholder's* travelling companion with the *Cardholder's* knowledge.

No benefits are payable for:

- 1) losses or damage resulting directly or indirectly from:
 - a) fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, *Mysterious Disappearance* or inherent product defects;
 - b) power surges, artificially generated electrical currents or electrical irregularities;
 - c) any occurrence that results in catastrophic damage beyond repair, such as the device separating into multiple pieces;
 - d) cosmetic damage that does not affect functionality;
 - e) software, cellular/wireless service provider or network issues; or

- f) theft or intentional or criminal acts by the *Cardholder* or *Household Members*; and
- 2) incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

E. GIFTS

Mobile Devices given as gifts are covered under the *Mobile Device* coverage provided all eligibility requirements are met. In the event of a claim, *You*, not the recipient of the gift, must make the claim for benefits.

F. OTHER INSURANCE

Mobile Device Insurance benefits are in excess of all *Other Insurance* available to *You* in respect of the *Mobile Device* subject to the claim.

The *Insurer* will be liable only:

- for the amount of loss or damage over the amount covered under such *Other Insurance* and for the amount of any applicable deductible, and
- if all such *Other Insurance* has been claimed under and exhausted, and further subject to the terms and Limitations and Exclusions set out herein.

This coverage will not apply as contributing insurance notwithstanding any provision in any *Other Insurance*.

G. HOW TO MAKE A CLAIM

PRIOR to proceeding with any action or repair services or replacement of the Mobile Device, You must first obtain the Insurer's approval. Failure to do so will make Your claim ineligible.

Immediately after a loss or an occurrence which may lead to a loss covered under Mobile Device Insurance occurs, but in no event later than 30 days from the date of loss, *You* must contact the *Insurer* by calling **1-800-859-0694** between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday to obtain a claim form.

To file a claim online, please visit cardbenefits.assurant.com

In the event of loss or theft, *You* must notify *Your Provider* to suspend *Your* wireless services within 48 hours of the date of loss. In addition, in the event of theft, *You* must also notify the police within seven days of the date of loss.

You must submit a completed claim form containing the time, place, cause and amount of loss, and provide documentation to substantiate *Your* claim including:

- 1) the original sales receipt detailing or similar document detailing the date, description of *Your Mobile Device*, and any pay upfront amounts and trade-in credits;
- 2) a copy of your Wireless Service Agreement or similar document indicating the date, a description of *Your Mobile Device* and the non-subsidized retail cost of *Your Mobile Device*;
- 3) the date and time you notified *Your Provider* of loss or theft;

- 4) a copy of the original manufacturer's warranty (for mechanical failure claims) may be requested;
- 5) a copy of the written repair estimate (for mechanical failure and *Accidental Damage* claims);
- 6) if *You* purchased *Your Mobile Device* outright, *Your Account* statement showing the *Purchase Price*;
- 7) if *Your Mobile Device* was funded through a *Plan*, *Your Account* statement showing any portion of the *Total Cost* paid up-front, if applicable, and credit card statements for up to 12 months immediately preceding the date of loss showing *Your* monthly wireless bill charged to *Your Account*;
- 8) a copy of any document detailing any *Other Insurance* benefits or protection and reimbursements received for this occurrence;
- 9) a police report, fire loss report, or other report of the occurrence of the *Accidental Damage*, loss or theft of *Your Mobile Device*.

You must obtain a written estimate of the cost to repair *Your Mobile Device* by a repair facility authorized by the original *Mobile Device* manufacturer. At its sole discretion, the *Insurer* may ask *You* to return, at *Your* own expense, the damaged item on which a claim is based to the *Insurer* in order to support *Your* claim.

Section 3 – General Provisions and Statutory Conditions

Unless otherwise expressly provided herein or in the *Policy*, the following general provisions apply to the benefits described in this Certificate of Insurance.

A. SUBROGATION

As a condition to the payment of any claim to a *Cardholder*, the *Cardholder* shall, upon request, transfer or assign to the *Insurer* all legal rights against all other parties for the loss. The *Cardholder* shall give the *Insurer* all such assistance as the *Insurer* may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the *Insurer* to bring suit in the name of the *Cardholder*.

B. TERMINATION OF INSURANCE

All coverage under this Certificate of Insurance terminates on the earlier of:

- a) the date the *Account* is cancelled or closed; and
- b) the date the *Policy* terminates.

No benefits will be paid for any loss incurred after coverage under this Certificate of Insurance has terminated, unless otherwise specified or agreed.

C. DUE DILIGENCE

The *Cardholder* shall use diligence and do all things reasonable to avoid or diminish any loss under the *Policy*.

D. NOTICE AND PROOF OF CLAIM

Written notice of claim must be given to the *Insurer* as soon as reasonably possible after a claim occurs, but in all events provided within 90 days from the date on which loss occurred.

Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after 1 year, *Your* claim will not be paid.

E. PAYMENT OF CLAIM

Benefits payable under the *Policy* will be paid upon receipt of full written proof, as determined by the *Insurer*.

F. LEGAL ACTION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act, Limitations Act* or other applicable legislation in *Your* province or territory.

G. FALSE CLAIM

If *You* make a claim knowing it to be false or fraudulent in any respect, *You* will not be entitled to the benefit of coverage under the *Policy*, nor to the payment of any claim made under the *Policy*.

H. IF YOU HAVE A CONCERN OR COMPLAINT

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

I. PRIVACY

The *Insurer* may collect, use, and share personal information provided by *You* to the *Insurer*, and obtained from others with *Your* consent, or as required or permitted by law. The *Insurer* may use the information to serve *You* as a customer and communicate with *You*. The *Insurer* may process and store *Your* information in another country, which may be subject to access by government authorities under applicable laws of that country. *You* may obtain a copy of the *Insurer's* privacy policy by calling 1-888-778-8023 or from their website: www.assurantsolutions.ca/privacy. If *You* have any questions or concerns regarding the privacy policy or *Your* options for refusing or withdrawing this consent, *You* may call the *Insurer* at the number listed above.

HOTEL/MOTEL BURGLARY INSURANCE

Coverage under this Certificate is provided by:

American Bankers Insurance Company of Florida

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

Phone: **1-800-859-0694**

This Certificate of Insurance contains a clause which may limit the amount payable.

The coverage outlined in this Certificate of Insurance is effective November 8, 2020, and is provided to eligible TD Aeroplan Visa Platinum *Cardholders*. Refer to the Definitions section below or to the paragraph following this one for the meanings of all capitalized and italicized terms.

Hotel/Motel Burglary Insurance is underwritten by American Bankers Insurance Company of Florida (the "*Insurer*") under Group Policy No.

TDA112020 (the "*Policy*") issued by the *Insurer* to

The Toronto-Dominion Bank (the "*Policyholder*"). The *Insurer*, its subsidiaries, and affiliates carry on business in Canada under the name of Assurant®. Assurant® is a registered trademark of Assurant, Inc.

The terms, conditions and provisions of the *Policy* are summarized in this Certificate of Insurance, which is incorporated into and forms part of the *Policy*. Hotel/Motel Burglary Insurance benefits are subject in every respect to the *Policy*, which alone constitutes the agreement under which benefits will be provided. *You* or a person making a claim under this Certificate of Insurance may request a copy of the *Policy* and/or copy of *Your* application for this insurance (if applicable) by writing to the *Insurer* at the address shown below.

American Bankers Insurance Company of Florida's head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

Claim payment and administrative services are arranged and/or provided by the *Insurer*.

In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

Section 1 – Definitions

The following words and phrases, shown capitalized and italicized in this Certificate of Insurance, have the meanings shown below. *You* may need to refer to this section to ensure *You* have a full understanding of *Your* coverage, limitations and exclusions.

Account means the *Primary Cardholder's* TD Aeroplan Visa Platinum Card account, which must be in Good Standing with the *Policyholder*.

Additional Cardholder means a natural person resident in Canada to whom a TD Aeroplan Visa Platinum Card has been issued at the authorization of the *Primary Cardholder*.

Cardholder means the *Primary Cardholder* and any *Additional Cardholder*. The *Cardholder* may be referred to as "*You*" or "*Your*".

Check In means the moment the *Cardholder* registers at the *Hotel/Motel*.

Check Out means the moment the *Cardholder* vacates the *Hotel/Motel* room and pays the cost incurred for the duration of the stay.

Dependent Children means the *Cardholder's* unmarried natural, adopted or stepchildren who are dependent on the *Cardholder* for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full time attendance at a recognized institution of higher learning in Canada. *Dependent Child(ren)* also includes children 21 years of age or over who are permanently mentally or physically challenged and incapable of self-support.

Dollars and **\$** means Canadian dollars.

Good Standing means, with respect to an *Account*, that the *Primary Cardholder* has not advised the *Policyholder* to close it or the *Policyholder* has not suspended or revoked credit privileges or otherwise closed the *Account*.

Hotel/Motel means an establishment located in Canada or the United States that provides lodging for the general public, and usually meals, entertainment, and various personal services. *Hotel/Motel* does not include a privately-owned residence offered for rental through an online marketplace service, or other similar online service.

Insured Person means a *Cardholder* and, when travelling with the *Cardholder*, the *Cardholder's Spouse*, *Dependent Children*, and parents residing with the *Cardholder*.

Other Insurance means all other applicable valid insurance, indemnity, warranty, or protection available to the *Cardholder* in respect of a loss subject to a claim under this Certificate of Insurance, including group and individual insurance, credit card coverage (whether group or individual), and any other reimbursement plans.

Primary Cardholder means a natural person, resident of Canada, whose name is on the *Account* and to whom a TD Aeroplan Visa Platinum Card has been issued. A *Primary Cardholder* does not include an *Additional Cardholder*.

Spouse means the person who is legally married to the *Cardholder* or the person who has been living with the *Cardholder* for a continuous period of at least 1 year and is publicly represented as the *Cardholder's Spouse*.

Section 2 – Coverage

A. ELIGIBILITY

You are eligible for Hotel/Motel Burglary Insurance coverage when *You* charge at least 75% of the total cost of the *Hotel/Motel* room to *Your Account* and/or paid for using *Your Aeroplan Points*.

B. COVERAGE PERIOD

Hotel/Motel Burglary Insurance coverage is in effect for the period of time between *Check In* and *Check Out*, and ends on the earlier of:

- 1) the date the *Account* ceases to be in *Good Standing*; and
- 2) the date the *Insured Person* ceases to be eligible for coverage.

No benefits will be paid for losses incurred after coverage has ended, unless otherwise specified and agreed.

C. BENEFITS

Hotel/Motel Burglary Insurance coverage protects the *Insured Person* from theft of most items of personal property from a *Hotel/Motel* room where there is evidence of forceful entry. The maximum benefit payable per occurrence for all *Insured Persons* is \$2,500, in excess of *Other Insurance* and/or payments made by the *Hotel/Motel*.

D. EXCLUDED ITEMS

Hotel/Motel Burglary Insurance does not cover the following items:

- 1) cash;
- 2) travellers cheques;
- 3) securities;
- 4) credit cards or any other negotiable instruments;
- 5) tickets; and
- 6) documents.

E. HOW TO MAKE A CLAIM

You MUST give immediate notice to the police or other authorities having jurisdiction upon discovery of a loss.

To obtain a claim form in order to present a claim, notify the *Insurer* as soon as reasonably possible, but in no event later than 45 days from the date of loss, by calling **1-800-859-0694** from Canada and the United States between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday. To file a claim online, please visit cardbenefits.assurant.com. *You* must maintain original copies of all documents required.

You will be required to complete a claim form and include copies of the TD Aeroplan Visa Platinum charge slip or transaction confirmation, *Account* statement, a written statement from the *Hotel/Motel* confirming the date, time and details of the loss, police report, payout documentation from the *Hotel/Motel* and/or *Other Insurance* carrier, if applicable, and any other information reasonably required by the *Insurer* to determine coverage eligibility. If a copy of the police report is not obtainable, *You* must provide the police department address and telephone number, incident report file number, and contact name on the file.

The completed claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within 1 year from the date on which the loss occurred.

Section 3 – General Provisions and Statutory Conditions

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Certificate of Insurance.

A. SUBROGATION

As a condition to the payment of any claim to a *Cardholder*, the *Cardholder* and/or any *Insured Person* shall, upon request, transfer or assign to the *Insurer* all legal rights against all other parties for the loss. The *Cardholder* and/or any *Insured Person* shall give the *Insurer* all such assistance as the *Insurer* may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the *Insurer* to bring suit in the name of the *Cardholder* and/or *Insured Person*.

B. TERMINATION OF INSURANCE

All coverage under this Certificate of Insurance terminates on the earlier of:

- a) the date the *Account* is cancelled or closed; and
- b) the date the *Policy* terminates.

No benefits will be paid for any loss incurred after coverage under this Certificate of Insurance has terminated, unless otherwise specified or agreed.

C. DUE DILIGENCE

The *Insured Person* shall use diligence and do all things reasonable to avoid or diminish any loss under the *Policy*.

D. NOTICE AND PROOF OF CLAIM

Written notice of claim must be given to the *Insurer* as soon as reasonably possible after a claim occurs, but in all events provided within 90 days from the date on which loss occurred.

Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after 1 year, *Your* claim will not be paid.

E. PAYMENT OF CLAIM

Benefits payable under the *Policy* will be paid upon receipt of full written proof, as determined by the *Insurer*.

F. LEGAL ACTION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*, *Limitations Act* or other applicable legislation in *Your* province or territory.

G. FALSE CLAIM

If *You* make a claim knowing it to be false or fraudulent in any respect, *You* will not be entitled to the benefit of coverage under the *Policy*, nor to the payment of any claim made under the *Policy*.

H. IF YOU HAVE A CONCERN OR COMPLAINT

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

www.assurantsolutions.ca/consumer-assistance

I. PRIVACY

The *Insurer* may collect, use, and share personal information provided by *You* to the *Insurer*, and obtained from others with *Your* consent, or as required or permitted by law. The *Insurer* may use the information to serve *You* as a customer and communicate with *You*. The *Insurer* may process and store *Your* information in another country, which may be subject to access by government authorities under applicable laws of that country. *You* may obtain a copy of the *Insurer's* privacy policy by calling 1-888-778-8023 or from their website:

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

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