# Important update to your TD Aeroplan *Visa\** Business Cardholder Agreement

This notification is to inform you of a correction to your Cardholder Agreement and revisions to Insurance Certificates found in your Cardholder Agreement.





#### Here's what you need to know

- We have corrected an inadvertent printing error in your Cardholder Agreement. This correction is effective immediately.
- We are enhancing Travel Medical Insurance on your TD Aeroplan *Visa* Business Card, which will take effect on September 5, 2017, at no additional cost to you.
  - The additional changes to the Insurance Certificates are effective September 5, 2017.

The online version of the TD Aeroplan *Visa* Business Cardholder Agreement, including Insurance Certificates, will be updated and available at tdcanadatrust.com/agreements on September 5, 2017.

- Please take the time to review your updated Certificate and download or print a copy for your records, or
- Contact us to request a hard copy of your TD Cardholder Agreement. Be sure to keep this insert with your Certificate for future reference.

Page 1, opening paragraph of your Cardholder Agreement – We have re-inserted two sentences that were inadvertently omitted:

#### **Current Wording**

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.

The Individual Borrower(s) are the individual(s) who requested the Card and the Account as indicated in our records. The Cardholder may also be an Individual Borrower. An Additional Card is an additional Card that we may issue in respect of the Account or associated with the Account at the authorization of the Business Borrower or an Individual Borrower. The individual whose name is on the Additional Card is referred to as the Additional Cardholder.

### **New Wording (Bold)**

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.

The individual whose name is on the Card provided with this Agreement is referred to as the Cardholder. The Business Borrower is the corporation, partnership or sole proprietor that requested the Card and the Account as indicated in our records.

The Individual Borrower(s) are the individual(s) who requested the Card and the Account as indicated in our records. The Cardholder may also be an Individual Borrower. An Additional Card is an additional Card that we may issue in respect of the Account or associated with the Account at the authorization of the Business Borrower or an Individual Borrower. The individual whose name is on the Additional Card is referred to as the **Additional Cardholder** 

# Improvements to Travel Medical Insurance<sup>1</sup>:

Section	Current	New
Medical Emergency Insurance Maximum Benefit	\$1 Million per Insured Person per Covered Trip.	The maximum benefit for Medical Emergency Insurance is increasing to \$2 Million per Insured Person per Covered Trip. This applies for trips with departure date on or after September 5, 2017.
		For example: if your departure date is on or before September 4, 2017, then your Travel Medical Emergency Insurance will be covered up to \$1 Million. If your departure date is on or after September 5, 2017, then you will benefit from the new increased coverage of up to \$2 Million.
Medical Emergency Insurance Maximum Number of Covered Days	If you are under 65 years of age, your coverage is 8 consecutive days. If you are 65 years of age or older, your coverage is 4 consecutive days.	The maximum number of covered days is increasing to 15 consecutive days for Insured Persons under 65 years of age. This applies for trips with departure date on or after September 5, 2017.
		<u>Please note</u> : if you are 65 years of age or older, your coverage remains at 4 consecutive days.
Limitation and Exclusions	Commuting Exclusion – coverage is currently excluded while commuting.	Great news! This exclusion has been removed. If you are commuting for work purposes out of your province of residence, you will be eligible for medical emergency insurance coverage.

## We're clarifying some definitions and terms in your Certificate for Travel Medical Insurance below:

Section	Term	New language
Definitions	Medical Condition	<ul> <li>Medical Condition means any injury, illness, or disease; complication of pregnancy within the first 31 weeks of pregnancy; a mental or emotional disorder, including acute psychosis that requires admission to a Hospital.</li> </ul>
Definitions	• Stable	<ul> <li>Stable means any Medical Condition or related condition (whether or not the diagnosis has been determined) for which there has been:</li> <li>no new or change in medication or dosage;</li> <li>no new or change in Treatment;</li> <li>no new or increase in frequency or severity of symptoms;</li> <li>no referral or recommendation to see a specialty clinic or specialist;</li> <li>no pending test results or testing; or</li> <li>no pending surgery or other Treatment.</li> </ul>
Definitions	Pre-existing Condition Period	Pre-Existing Condition Period is the period of time (outlined below) that ends immediately before the Coverage Period. The Pre-Existing Condition Period is:  • Insured Persons under 65 years of age – 90 days immediately before the beginning of the Coverage Period; and  • Insured Persons 65 years of age or older – 180 days immediately before the beginning of the Coverage Period.
Limitation and Exclusions	Reasonably foreseeable conditions	<ul> <li>We will not pay any expenses or benefits under this Certificate relating to a Medical Condition:</li> <li>When the Insured Person knew or for which it was reasonable to expect before they left their province or territory of residence, or before the Coverage Period, that they would need or be required to seek Treatment;</li> <li>For which future investigation or Treatment was planned before the Insured Person left their province or territory of residence;</li> <li>Which produced symptoms that would have caused an ordinarily prudent person to seek Treatment in the three months before leaving their province or territory of residence;</li> <li>That had caused the Insured Person's Physician to advise them not to travel.</li> </ul>
Limitation and Exclusions	Travel Advisories	• Your Medical Emergency or related Medical Condition, if the reason for your Medical Emergency or related Medical Condition is associated in any way with a written formal travel warning of "Avoid all non-essential travel" or of "Avoid all travel" issued before your Departure Date by the Canadian Government, advising Canadians not to travel to a country, region or city of your trip.
General Conditions	Other Insurance	<ul> <li>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.</li> <li>In no case will We seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less. If the lifetime maximum for all in-country and out-of-country benefits is over \$50,000, We will coordinate benefits only above this amount.</li> </ul>

# The Legal Action Against Us paragraph found in:

Section 11 of the Travel Medical Insurance Certificate;

Section 5 of the Flight/Trip Delay Insurance Certificate; Section 10 of the Common Carrier Travel Accident Insurance; AND Section 7 – General Conditions of the Insurance Certificates for:

- Delayed and Lost Baggage Insurance;
- Purchase Security and Extended Warranty Protection; AND

In Section H of the Insurance Certificate for Auto Rental Collision/Loss Damage Insurance has been modified:

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

## If you have questions

If you have any questions about these updates, please call us at 1-800-983-8472 (open 7 a.m. to 12 a.m., ET, seven days a week). A Customer Service Representative will be happy to assist you.

We thank you for your business and look forward to continuing to serve you.



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<sup>&</sup>lt;sup>1</sup> Travel Medical Insurance is underwritten by TD Life Insurance Company.

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