



# THE TD CASH BACK VISA INFINITE BENEFIT COVERAGES GUIDE

*This document contains important and useful information about your embedded Insurance Benefits and Services for your TD Cash Back Visa Infinite\* Card. Please keep this document in a secure place for future reference.*

*A copy of this document is also available online at [td.com/agreements](http://td.com/agreements) for future reference.*

## **This document includes:**

- Travel Medical Insurance Certificate ..... 1
- Delayed and Lost Baggage Insurance Certificate..... 14
- Auto Rental Collision/Loss Damage Insurance Certificate..... 18
- Purchase Security and Extended Warranty Protection Certificate..... 24
- Emergency Travel Assistance Services ..... 28
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## **TRAVEL MEDICAL INSURANCE**

If You are 64 years of age or under: Coverage is provided for the first 10 consecutive days of *Your Covered Trip*. If You are 65 years of age or older: Coverage is provided for the first 4 consecutive days of *Your Covered Trip*. If the duration of *Your trip* will be longer than 10 days or 4 days, You can apply to extend *Your coverage* by contacting *Our Administrator* at **1-866-374-1129**.

### **Coverage under this Certificate is provided by:**

TD Life Insurance Company ("Insurer")  
P.O. Box 1, TD Centre, Toronto, ON M5K 1A2

### **Claims administration and adjudication services are provided by:**

Global Excel Management Inc. ("Administrator")  
73 Queen Street, Sherbrooke, QC J1M 0C9  
Phone: **1-866-374-1129** or **+1-416-977-4425**

## **IMPORTANT NOTICE – READ CAREFULLY BEFORE YOU TRAVEL**

We want You to understand (and it is in *Your* best interest to know) what *Your* coverage includes, what it excludes, and what is limited (payable but with limits). Please take time to read through *Your Certificate* before You travel. Italicized and capitalized terms are defined in *Your Certificate*.

- Travel insurance covers claims arising from sudden and unexpected situations (e.g., accidents and emergencies).
- To qualify for this insurance, You must meet all the eligibility requirements.
- This insurance contains limitations and exclusions (e.g., *Medical Conditions* that are not *Stable*, pregnancy, child born on trip, excessive use of alcohol, high-risk activities, etc.).
- This insurance may not cover claims related to *Pre-Existing Medical Conditions* whether disclosed or not.
- Contact *Our Administrator* at **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries before seeking *Treatment* or *Your* benefits may be limited or denied.
- In the event of a claim *Your* prior medical history may be reviewed.

**IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE.** Please read *Your Certificate* for specific coverage, details, limitations and exclusions. If *You* have questions, call 1-866-374-1129 or visit [td.com/agreements](http://td.com/agreements)

## Section 1 – Summary of Benefits

<u>Benefit</u>	<u>Maximum Benefit Payable</u>
<i>Medical Emergency Insurance</i>	\$2,000,000 per <i>Insured Person</i> per <i>Covered Trip</i>

## Section 2 – Introduction

### Certificate of Insurance

This *Certificate* applies to the TD Cash Back Visa Infinite Card, which will be referred to as a “TD Credit Card” throughout the *Certificate*. TD Life Insurance Company (“TD Life”) provides the insurance for this *Certificate* under Group Policy No. TGVO02 (the “Group Policy”). *Our Administrator* administers the insurance on behalf of TD Life, and provides medical and claims assistance, claims payment and administrative services under the Group Policy. This *Certificate* contains important information. Please read it carefully and take it with *You* on *Your trip*.

### How to contact Us

- Prior to travel, contact *Our Administrator*: Call **1-866-374-1129** (toll-free) from 8 a.m. to 8 p.m. ET, Monday to Friday.
- When travelling and *You* require emergency health care or 24-Hour Emergency Assistance, contact *Our Administrator*: Call **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries.
- In a *Medical Emergency*, *You* must call *Our Administrator* immediately, or as soon as reasonably possible. If not, benefits will be limited as described in Section 6 – “Limitations and Exclusions”, under “*Medical Emergency Treatment* requires pre-approval of *Our Administrator*.” Some expenses will only be covered if *Our Administrator* approves them in advance.

## Section 3 – Eligibility

The **Primary Cardholder** is eligible to be insured under this *Certificate* if, throughout the *Covered Trip*, the *Primary Cardholder*:

- is a resident of Canada;
- is covered under a *GHIP* or a valid health care plan in Canada for members of the Canadian Armed Forces; and
- has an *Account* in *Good Standing*.

The **Primary Cardholder's Spouse** is eligible to be insured under this *Certificate* if, throughout the *Covered Trip*:

- the *Primary Cardholder* is eligible to be insured under this *Certificate* as described above, even if the *Primary Cardholder* is not travelling; and
- the *Spouse*:
  - is a resident of Canada;
  - is covered under a *GHIP* or a valid health care plan in Canada for members of the Canadian Armed Forces; and
  - continues to meet the definition of *Spouse* of the *Primary Cardholder*.

The **Primary Cardholder's Dependent Child** is eligible to be insured under this *Certificate* whether or not the *Primary Cardholder* and the *Primary Cardholder's Spouse* travels with them if, throughout the *Covered Trip*:

- the *Primary Cardholder* is eligible to be insured under this *Certificate* as described above, even if the *Primary Cardholder* is not travelling; and
- the *Dependent Child*:
  - is a resident of Canada;
  - is covered under a *GHIP* or a valid health care plan in Canada for members of the Canadian Armed Forces; and
  - continues to meet the definition of *Dependent Child*.

**Exclusion:** If a *Dependent Child* is born while the child's mother is outside of her province or territory of residence, the *Dependent Child* will not be eligible to be insured with respect to that trip.

An **Additional Cardholder** is eligible to be insured under this *Certificate* if, throughout the *Covered Trip*:

- the *Primary Cardholder* is eligible to be insured under this *Certificate* as described above, even if the *Primary Cardholder* is not travelling; and
- the *Additional Cardholder*:
  - is a resident of Canada;
  - is covered under a *GHIP* or a valid health care plan in Canada for members of the Canadian Armed Forces; and
  - continues to meet the definition of *Additional Cardholder*.

Note: The *Spouse* and children of an *Additional Cardholder* are not eligible for coverage under this *Certificate* unless they meet other eligibility requirements set out above (e.g., if the child of an *Additional Cardholder* is also the *Dependent Child* of the *Primary Cardholder*).

Coverage after the *Maximum Number of Covered Days*:

- This *Certificate* does not offer any coverage after the end of the *Maximum Number of Covered Days*.
- If an *Insured Person* 64 years of age and under is planning a trip that will last more than 10 days, or an *Insured Person* 65 years of age or older is planning a trip that will last more than 4 days, the *Insured Person* may want to purchase separate insurance for the number of days that the trip will exceed the *Maximum Number of Covered Days*.
- Coverage may be available under a different TD Life group policy. Different terms and conditions will apply and, depending on the *Insured Person's* age and the length of their trip, the *Insured Person* may be required to provide information about their health. Call *Our Administrator* at 1-866-374-1129 prior to *Your Departure Date* for more information or if *You* would like to obtain a quote.

## Section 4 – Definitions

In this *Certificate*, the following words and phrases capitalized and italicized have the meanings shown below. As *You* read through the *Certificate*, *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 Credit Card Account that the *Bank* maintains.

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

**Bank** means The Toronto-Dominion Bank.

**Certificate** means this *Certificate of Insurance*.

**Coverage Period** means the time between when the eligible *Insured Person* departs on a *Covered Trip* and the return date up to the *Maximum Number of Covered Days*. Please see Section 7 – “How to Become Insured or Extend Coverage” of the *Certificate* for full details.

**Covered Trip** means a trip:

- made by an *Insured Person* outside the *Insured Person's* province or territory of residence;
- that does not exceed the *Maximum Number of Covered Days*, including the *Departure Date*; and
- that does not extend to or past:
  - the date the *Insured Person* no longer meets the eligibility requirements; or
  - the date coverage terminates.

Note: In the event of a claim, the *Insured Person* will be required to submit proof of the departure. Only a *Medical Emergency* occurring during a *Covered Trip* will be eligible for consideration. Note that the day of departure counts as a full day for this purpose.

### Exclusions:

- A *Covered Trip* does not include any trip for the purpose of commuting to or from an *Insured Person's* usual place of employment.
- Coverage is only provided under the Group Policy if the *Medical Emergency* occurs within the *Maximum Number of Covered Days* that the *Insured Person* is first away from their province or territory of residence. Note that the day of departure counts as a full day for this purpose.

Note: If the *Insured Person's* trip exceeds the *Maximum Number of Covered Days*, the *Insured Person* may want to purchase separate insurance under a different TD Life group policy for the number of days that the trip will exceed the *Maximum Number of Covered Days*.

Different terms and conditions will apply and, depending on the *Insured Person's* age and the length of their trip, the *Insured Person* may be required to provide information about their health. Call *Our Administrator* at 1-866-374-1129 prior to *Your Departure Date* for more information or if *You* would like to obtain a quote.

**Departure Date** means the date the *Insured Person* left their home province/territory of residence.

**Dependent Children** mean *Your* natural, adopted, or stepchildren who are:

- unmarried;
- dependent on *You* for financial maintenance and support; and
  - under 22 years of age; or
  - under 26 years of age and attending an institution of higher learning, full time, in Canada; or
  - mentally or physically handicapped.

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

**Eligible Medical Emergency Expenses** are defined in Section 5 – “Description of Insurance Coverage”.

**Government Health Insurance Plan (GHIP)** means a Canadian provincial or territorial government health insurance plan.

**Good Standing** means an *Account* is in *Good Standing* if:

- the *Primary Cardholder* has applied for the *Account*;
- the *Bank* has approved and opened the *Account*;
- the *Primary Cardholder* has not advised the *Bank* to close the *Account*; and
- the *Bank* has not suspended or revoked credit privileges or otherwise closed the *Account*.

**Hospital** means:

- an institution that is licensed as an accredited hospital that is staffed and operated for the care and *Treatment* of in-patients and outpatients. *Treatments* must be supervised by *Physicians* and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment;
- a *Hospital* is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

**Hospitalized** or **Hospitalization** means confined as an in-patient in a *Hospital*.

**Immediate Family Member** means an *Insured Person's*:

- *Spouse*, parents, stepparent, grandparents, natural or adopted children, stepchildren or legal ward, grandchildren, brothers, sisters, stepbrothers, stepsisters, aunts, uncles, nieces, nephews; and
- mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law; and
- the *Insured Person's Spouse's* grandparents, brothers-in-law and sisters-in-law.

**Insured Person** means a person who is eligible to be insured under this *Certificate* described in Section 3 – “Eligibility”.

**Maximum Number of Covered Days** means the first 10 consecutive days for *Insured Persons* 64 years of age and under, and the first 4 consecutive days for *Insured Persons* 65 years of age or older. The *Departure Date* counts as 1 full day for this purpose. Age will be measured as of the *Departure Date* for this purpose.

**Medical Condition** means any disease, illness, or injury (including symptoms of undiagnosed conditions; complication of pregnancy within the first 31 weeks of pregnancy; a mental or emotional disorder, including acute psychosis that requires admission to a *Hospital*).

**Medical Emergency** means a sudden and unforeseen *Medical Condition* that occurs during the *Covered Trip* and requires immediate *Treatment*. A *Medical Emergency* no longer exists when the evidence reviewed by *Our Administrator* indicates that no further *Treatment* is required at destination or *You* are able to return to *Your* province/territory of residence for further *Treatment*.

**Mountaineering** means the ascent or descent of a mountain requiring the use of specialized equipment, including crampons, pick-axes, anchors, bolts, carabineers or lead-rope or top-rope anchoring equipment.

**Physician** means a person who is not *You* or *Your Immediate Family Member* or *Your Travelling Companion*, licensed in the jurisdiction where the services are provided, to prescribe and administer medical treatment.

**Pre-Existing Medical Condition** means any *Medical Condition* that exists in the *Pre-existing Medical Condition Period*.

**Pre-Existing Medical Condition Period** with respect to any benefit under this *Certificate* is as follows:

- *Insured Persons* 64 years of age and under – 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*.

**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. A *Primary Cardholder* does not include an *Additional Cardholder*.

**Spouse** means:

- the person who the *Insured Person* is legally married to; or
- the person the *Insured Person* has lived with for at least 1 continuous year in the same household and publicly refers to as their partner.

**Stable:** a *Medical Condition*, is considered *Stable* when all of the following statements are true:

1. There has not been any new *Treatment* prescribed or recommended, or change(s) to existing *Treatment* (including a stoppage in *Treatment*); and
2. there has not been any change to any existing prescribed drug (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new Prescription Drug; and
3. the *Medical Condition* has not become worse; and
4. there has not been any new, more frequent or more severe symptoms; and
5. there has been no *Hospitalization* or referral to a specialist; and
6. there have not been any tests, investigation or *Treatment* recommended, but not yet complete, nor any outstanding test results; and
7. there is no planned or pending *Treatment*.

All of the above conditions must be met for a *Medical Condition* to be considered *Stable*.

Note: The following exceptions are considered *Stable*:

- the routine adjustment of Coumadin, warfarin or insulin (as long as they are not newly prescribed or stopped) and there has been no change in *Your Medical Condition*; or
- a change from a brand name medication to a generic brand medication of the same dosage.

**Travelling Companion** means any person who travels with *You* during the *Covered Trip* and who is sharing transportation and/or accommodation with *You*.

Exceptions: No more than 3 individuals (including *You*) will be considered travel companions on any one trip.

**Treated** or **Treatment** means a procedure prescribed, performed or recommended by a *Physician* or other authorized healthcare professional for a *Medical Condition*. This includes but is not limited to prescribed medication, investigative testing or surgery.

**Usual, Customary and Reasonable Charges** mean charges that do not exceed the general level of charges made by other providers of similar standing in the geographical area where charges are incurred for comparable *Treatment*, services or supplies for a similar *Medical Emergency*.

**We, Us** and **Our** means TD Life Insurance Company.

**You** and **Your** mean the *Primary Cardholder*.

## Section 5 – Description of Insurance Coverage

### Travel Medical Emergency Coverage

Travel *Medical Emergency* coverage provides benefits to travellers in emergency medical situations outside of *Your* province/territory of residence. We will pay a *Medical Emergency Benefit* if an *Insured Person* suffers a *Medical Emergency* during the *Coverage Period* on a *Covered Trip*.

**Medical Emergency Benefit** means, subject to the maximum benefit payable of up to \$2,000,000 or the benefit amount payable described below (whichever is lower), the *Usual, Customary and Reasonable Charges* for *Eligible Medical Emergency Expenses*, less all amounts payable or reimbursable under a *GHIP* or any group or individual health plans or insurance policies.

**Eligible Medical Emergency Expenses** mean:

1. **Hospital benefit:** Attendance at a *Hospital for Treatment* as an inpatient, outpatient, and emergency basis, when approved in advance by *Our Administrator*.
2. **Physicians' bills:** Fees charged by a *Physician*, when required as part of *Treatment* for a *Medical Emergency* and approved in advance by *Our Administrator*.
3. **Private duty nursing:** Up to \$5,000 for services performed and deemed necessary by a registered nurse; including medically necessary nursing supplies.
4. **Diagnostic services:**
  - Charges for diagnostic tests, laboratory tests and X-rays, which are:
    - prescribed by the treating *Physician*; and
    - approved in advance by *Our Administrator* if the tests involve:
      - magnetic resonance imaging (MRI);
      - computerized axial tomography (CAT) scans;
      - sonograms;
      - ultrasounds; or
      - any invasive diagnostic procedures including angioplasty.
5. **Ambulance:**
  - charges for emergency ambulance service to the nearest approved *Hospital*.
6. **Air Ambulance:**
  - charges for emergency air ambulance only if:
    - *Our Administrator* determines that the *Insured Person's* physical condition precludes the use of any other means of transportation; and
    - *Our Administrator* makes the determination before the service is provided; and
    - *Our Administrator* pre-approves this service; and
    - *Our Administrator* arranges this service.
7. **Prescription Drugs:**
  - reimbursement of prescription drugs prescribed during the *Covered Trip* and required as part of emergency *Treatment*.

**Exclusion:** Vitamins and patent, proprietary and experimental drugs are excluded.
8. **Accidental Dental:** Up to \$2,000 for dental *Treatment* that is:
  - required during the *Coverage Period*; and
  - necessary because of a blow to natural or permanently installed teeth, which results from an accident causing a *Medical Emergency*.
9. **Emergency relief of dental pain:** *Treatment* for emergency relief of dental pain is covered up to a maximum of \$200.
10. **Medical Appliances:** cost of casts, crutches, trusses, braces, slings, splints, medical walking boots and/or the rental cost of a wheelchair or walker if:
  - prescribed by a *Physician*; and
  - required as a result of a *Medical Emergency*.
11. **Emergency return home:** The cost for a one-way economy fare and, if required to accommodate a stretcher, a second one-way economy fare if:
  - as a result of a *Medical Emergency*, *Our Administrator* determines that an *Insured Person* should return to Canada for medical reasons; and
  - *Our Administrator* approves the transportation in advance.
12. **Transportation to Bedside:** if an *Insured Person* is *Hospitalized* and is expected to remain *Hospitalized* for at least 3 consecutive days, the cost of one round-trip economy airfare from *Your Bedside Companion's* province or territory of residence, if it is:
  - for the *Insured Person's Spouse*, parent, child, brother or sister; and
  - approved in advance by *Our Administrator*.
13. **Bedside Companion Benefit**
  - up to \$150 per day, to a maximum of \$1,500, for food and accommodation for a person if:
    - *Our Administrator* has approved transportation for the person under either a *Transportation to Bedside* benefit or a *Travelling Companion* Benefit; and
    - *Our Administrator* has approved the *Bedside Companion Benefit* in advance.

#### 14. Travelling Companion Benefit

- The cost of a single one-way economy airfare if:
  - an *Insured Person* suffers a covered *Medical Emergency*; and
  - as a result, a Travelling Companion stays beyond their scheduled return date; and
  - *Our Administrator* approves, in advance, the cost of a one-way economy airfare back to the *Travelling Companion's* place of departure.

#### 15. Meals and accommodation

- Up to \$350 per day to a maximum of \$3,500, for *Your*:
  - commercial accommodations and meals; and
  - essential telephone calls and internet usage fees; and
  - taxi fares (or rental car in lieu of taxi fares).
- If, upon a *Physician's* discretion, *You*, or *Your Travelling Companion*, are relocated to receive medical attention for a *Medical Emergency* covered under this insurance; or
- *You* are delayed beyond *Your* return date in order to receive *Medical Emergency Treatment*; or
- *Your Travelling Companion* requires *Medical Emergency Treatment* for any *Medical Condition* covered under this insurance.

Note: Subject to pre-authorization from *Our Administrator*.

#### 16. Incidental Hospital Expenses

Up to \$50 per day to a maximum of \$500, for the *Insured Person's* incidental *Hospital* expenses (telephone calls, television rental, parking), while the *Insured Person* is *Hospitalized* for at least 48 hours.

- #### 17. Vehicle Return:
- up to \$1,000 towards the cost of returning an *Insured Person's* vehicle to their home or the nearest appropriate vehicle rental agency if:
- the *Insured Person* is unable to return the vehicle because of a *Medical Emergency*; and
  - *Our Administrator* arranges for the return of the vehicle.

#### 18. Return of Deceased

- up to \$5,000 towards the cost of preparation and transportation home of a deceased *Insured Person* if death results from a covered *Medical Emergency*; or
- one round-trip economy airfare, if:
  - an *Immediate Family Member* is required to identify or obtain release of the deceased; and
  - *Our Administrator* approves the transportation in advance.

Note: The cost of a burial casket or urn is not covered. The cost of funeral expenses at home province or territory is also not covered.

#### 19. Baggage Return

- If an *Insured Person* returns to their province or territory of residence by air ambulance because of their *Medical Emergency*, this insurance covers the cost to return the *Insured Person's* baggage up to an overall maximum of \$500 per *Covered Trip*.

#### What to do in a Medical Emergency

In a *Medical Emergency*, *You* or someone on your behalf must call *Our Administrator* immediately, or as soon as reasonably possible. If not, benefits will be limited as described below in Section 6 – "Limitations and Exclusions", under "Failure to Report". Some expenses will only be covered if *Our Administrator* approves them in advance.

*You* can get help 24 hours a day, 7 days a week by contacting *Our Administrator*: Call **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries.

*Our Administrator* will verify whether coverage is in effect and, if so, will direct *You* to the nearest appropriate medical facility. *Our Administrator* will arrange for direct payment to the medical services provider wherever possible. If a direct payment cannot be arranged, *You* may be asked to pay for services and then submit a claim for reimbursement of eligible expenses.

NOTE: All payments and payment guarantees are subject to the terms, conditions, limitations and exclusions of this *Certificate*.



## Section 6 – Limitations and Exclusions

Limitations and exclusions that apply to a particular benefit are found above, in the description of those benefits. In addition, for all benefits, this *Certificate* does not cover any *Treatment*, services, or expenses of any kind caused directly or indirectly as a result of the following:

1. *Pre-Existing Medical Condition*

There is no coverage and no benefit will be paid for any *Pre-Existing Medical Condition* that was not *Stable* during the *Pre-Existing Medical Condition Period* immediately preceding the beginning of the *Coverage Period*.

• *Pre-Existing Medical Condition Period:*

- For *Insured Persons* 64 years of age and under – 90 days immediately before the beginning of the *Coverage Period*; and
- For *Insured Persons* 65 years of age or older – 180 days immediately before the beginning of the *Coverage Period*.

2. Failure to report

- A *Medical Emergency* must be reported by *You* to *Our Administrator* within 48 hours of admission to a *Hospital*, or as soon as reasonably possible. If it is medically impossible for *You* to call, *We* ask that *You* have someone call *Our Administrator* on *Your* behalf within 48 hours of admission to a *Hospital*, or as soon as reasonably possible.
- If the *Medical Emergency* is not reported as required, the maximum benefit payable with respect to the *Medical Emergency* will be 80% of the *Eligible Medical Emergency Expenses*, to a limit of \$30,000.

3. Failure to obtain advance approval

- Where an *Eligible Medical Emergency Expense* specifies that it must be approved in advance by *Our Administrator*, if advance approval is not obtained, no benefit will be payable for that expense.
- No benefit will be paid with respect to any surgery or invasive procedure that has not been approved in advance by *Our Administrator*, except in extreme circumstances where a request for prior approval would delay necessary surgery in a life-threatening medical crisis.

4. *Treatment* once fit to transfer to another facility or return to *Your* home province or territory  
If *Our Administrator* determines that *You* should transfer to another facility or return to *Your* home province/territory of residence for *Treatment*, and *You* choose not to, benefits will not be paid for further medical *Treatment*.

5. Ongoing *Medical Emergency Treatment* requires pre-approval (*Investigations, Treatment* and surgery)

After *Your Medical Emergency Treatment* has started, *Our Administrator* must assess and pre-approve additional medical *Treatment*. If *You* undergo tests as part of a medical investigation, *Treatment* or surgery, obtain *Treatment* or undergo surgery that is not pre-approved, *Your* claim will not be paid. This includes but not limited to invasive testing, surgery, cardiac catheterization, other cardiac procedures, transplant, and MRI.

6. Non-Emergency Services

*We* will not pay a benefit with respect to non-*Medical Emergency*, experimental or elective *Treatment*, including:

- cosmetic surgery, chronic care, rehabilitation including any expenses for directly or indirectly related complications;
- placement of new crowns, bridges, dentures.

7. Recurrence or ongoing *Treatment* once *Medical Emergency* has ended

- *We* will not pay a benefit with respect to the continued *Treatment*, recurrence or complication of a *Medical Condition* or related condition, following *Treatment* during *Your* trip, if *Our Administrator* determines that *Your Medical Emergency* has ended.
- *We* will not pay a benefit with respect to the continued *Treatment*, recurrence or complication of a *Medical Condition* or related condition where *Treatment* was received without notification to *Our Administrator* and *Your Medical Emergency* has ended.

8. Failure to meet the requirement to be covered by a *GHIP* or Canadian Armed Forces health care plan.

*We* will not pay a benefit if *You* are not covered under the *GHIP* of *Your* province or territory of residence prior to and for the entire duration of the trip. It is *Your* responsibility to check that *You* do have this coverage. There is no coverage if *You* do not have a valid *GHIP*. Members of the Canadian Armed Forces must have a valid health care plan in Canada prior to and for the entire duration of the *Covered Trip*.



9. Travelling for the purpose of obtaining *Treatment*
- We will not pay a benefit if a trip is made for the purpose of obtaining a diagnosis, medical *Treatment*, surgery, investigation, palliative care, or any alternative therapy, as well as any directly or indirectly related complication.
10. Travelling when *Treatment* could be expected
- We will not pay a benefit if any *Medical Condition* or symptoms for which it is reasonable to believe or expect that *Treatment* or *Hospitalization* will be required during *Your* trip.
  - We will not pay a benefit if any evident symptoms that would be reasonable to expect *You* to investigate in the 3 months prior to *Your Departure Date* on a *Covered Trip*.
11. *Medical Emergency* occurring outside the *Coverage Period*
- We will not pay a benefit if a *Medical Emergency* that occurs before the *Coverage Period* begins or after it ends:
- For an *Insured Person* 64 years of age and under, this means, for example, that no benefit will be paid with respect to any *Medical Emergency* if an *Insured Person's Medical Emergency* occurs after the first 10 days following an *Insured Person's Departure Date* from their province or territory of residence.
  - For an *Insured Person* 65 years of age or older, this means, for example, that no benefit will be paid with respect to any *Medical Emergency* if an *Insured Person's Medical Emergency* occurs after the first 4 days following an *Insured Person's Departure Date* from their province or territory of residence.
- For clarity, no benefit will be paid with respect to a *Medical Emergency* that occurs after 11:59 p.m. ET on the last day of the *Coverage Period*, if *You* have not purchased top-up coverage. Note: The day of departure counts as a full day for this purpose.
12. General
- As noted above, the benefits payable under the Group Policy will be the actual cost of the covered expense less:
- the amount reimbursable under *GHIP*; and
  - the amount reimbursable through any other insurance or health plan coverage.
13. No benefit will be payable in connection with *Treatment*, services or expenses related to or resulting from:
- Misrepresentation
    - Any *Medical Condition* for which *You* or an *Insured Person* provided Our Administrator or Us with false or inaccurate information regarding *Hospitalizations*, *Treatment* or medications.
  - Claims related to expectant mother's complications of pregnancy, or delivery
    - claim related to routine pre-natal or post-natal care; or
    - claim related to pregnancy, delivery or complications of either, arising 9 weeks before the expected date of delivery or any time after delivery; or
    - child born during the *Covered Trip*.
  - Intentionally self-inflicted injuries
    - intentionally self-inflicted injuries, suicide or attempted suicide, (whether or not the *Insured Person* is aware of the result of their actions), regardless of the *Insured Person's* state of mind.
  - Non-compliance with prescribed *Treatment*
    - any *Medical Condition* that is the result of *You* not following medical *Treatment* as prescribed to *You*, including prescribed or over-the-counter medication.
  - Abuse of alcohol, drugs or intoxicants
    - Any *Medical Condition*, including symptoms of withdrawal, arising from, or in any way related to, *Your* chronic use of alcohol, drugs or other intoxicants whether prior to or during *Your* trip.
    - Any *Medical Condition* arising during *Your* trip from, or in any way related to, the abuse of alcohol drugs or other intoxicants.
  - Illegal Act
    - Claim that results from or is related to *Your* involvement in the commission or attempted commission of a criminal offence or illegal act in the country where the claim was incurred, including driving while impaired or over the legal limit.
  - Professional Sports or Racing
    - participation in professional sports or any organized racing or speed contests.

- h) War or civil unrest
  - an act of war, whether declared or undeclared; or
  - hostile or warlike action in time of peace or war; or
  - willing participation in a war, riot or civil unrest; or
  - rebellion; or
  - revolution; or
  - insurrection; or
  - any service in the armed forces while on duty.
- i) Commuting
  - any trip that is primarily for the purpose of commuting to or from the *Insured Person's* usual place of employment.
- j) Sports and High-Risk Activities
  - accident that occurs while *You* are participating in:
    - any sporting activity for which *You* are paid;
    - any sporting event for which the winners are awarded cash prizes;
    - any extreme sport or activity involving a high level of risk, such as those indicated below, but not limited to:
      - parasailing, hang-gliding and paragliding;
      - parachuting and sky diving;
      - bungee jumping;
      - *Mountaineering*;
      - cave exploration;
      - scuba diving, outside the limits of *Your* certification;
      - any airborne activity in any aircraft other than a passenger aircraft that holds a valid certificate of airworthiness;
      - any competition, motorized speed event or other high-risk activity on land, water or air, including training activities, whether on approved tracks or elsewhere.
- k) Travel Advisory
  - where an official travel advisory was issued by the Canadian government stating, "Avoid all non-essential travel" or "Avoid all travel" regarding the country, region or city of *Your* destination, before *Your Departure Date*; or
  - if the travel advisory or formal notice stating "Avoid all non-essential travel" or "Avoid all travel" is issued after *Your Departure Date*, *Your* coverage under this policy in that specific country, region or area will be limited to a period that is reasonably necessary for *You* to safely evacuate the country, region or area.

To view the travel advisories, visit the Government of Canada Travel site.  
 This exclusion does not apply to claims for a *Medical Emergency* or a *Medical Condition* unrelated to the travel advisory.
- 14. Travel against medical advice
  - any claim incurred after a *Physician* advised *You* not to travel.
- 15. Coverage and/or payment benefit prohibited by law
  - this coverage shall be null and void and no benefit will be payable where the coverage and/or payment of the benefit is prohibited by Canadian law or by any other applicable national economic or trade sanctions law or regulation.
- 16. Family Members of an *Additional Cardholder*
  - No benefit will be payable with respect to a person merely because that person is the *Spouse* or a *Dependent Child* of an *Additional Cardholder*, unless that person is otherwise eligible for insurance under this *Certificate*.

## Section 7 – How to Become Insured or Extend Coverage

### How to Become Insured

You will have coverage if You meet the Eligibility Requirements for insurance described under Section 3 – “Eligibility”.

### When does Coverage Start and End

When Your Coverage Period Starts:

The Coverage Period begins on the Insured Person's Departure Date for their Covered Trip.

Note: If the Insured Person's trip is longer than the Maximum Number of Covered Days (10 consecutive days for Insured Persons 64 years of age and under, and 4 consecutive days for Insured Persons 65 years of age or older), then only a Medical Emergency occurring within the first Maximum Number of Covered Days following the departure from the Insured Person's province or territory of residence will be eligible for coverage. The day of departure counts as a full day for this purpose.

When Your Coverage Period Ends:

Your Coverage Period ends on the earliest of the following:

- the date the Insured Person returns to their province or territory of residence from the Covered Trip; or
- the end of the Maximum Number of Covered Days for that Insured Person (except as described in the Automatic Extension of Coverage section); or
- the date the Group Policy terminates.

### When Your Coverage Terminates:

Coverage for the Primary Cardholder under this Certificate will terminate on the earliest of the following dates:

- the date the Account is cancelled, closed or otherwise ceases to be in Good Standing;
- the date You cease to be eligible for coverage; or
- the date the Group Policy terminates.

Coverage for an Insured Person other than the Primary Cardholder under this Certificate will terminate on the earliest of the following dates:

- the date coverage terminates for the Primary Cardholder; or
- the date the Insured Person ceases to be eligible for coverage.

No benefits will be paid under this Certificate for losses incurred after coverage has terminated.

### Automatic Extension of Coverage

If an Insured Person is suffering from a Medical Emergency at the end of the Maximum Number of Covered Days for that Insured Person (the “Termination Date”), then the Coverage Period is automatically extended to 72 hours following the end of the Medical Emergency:

- for that Insured Person; and
- for any other Insured Person if:
  - Our Administrator has approved a Travelling Companion Benefit for that other Insured Person; and
  - that other Insured Person was insured under this Certificate with respect to the Covered Trip at the Termination Date.

However, under no circumstances will coverage continue after termination of the Group Policy or the Account.

### How to Top Up the Coverage Period

You can apply to top up the Coverage Period by contacting Our Administrator.

Coverage may be available under a different TD Life group policy. Different terms and conditions will apply and, depending on the Insured Person's age and the length of their trip, the Insured Person may be required to provide information about their health. Call Our Administrator at 1-866-374-1129 prior to Your Departure Date for more information or if You would like to obtain a quote.

## Section 8 – How to Submit a Claim

### Who to Contact to Submit a Claim:

A *Medical Emergency* should always be reported immediately, or benefits will be limited. You can get help 24 hours a day, 7 days a week by contacting *Our Administrator* at **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries.

### Complete the Required Form

- a) Request the Form: To request a claim form, call *Our Administrator* at **1-866-374-1129** (toll-free) from 8 a.m. to 8 p.m. ET, Monday to Friday.
- b) Time limit from date of event: If *You* are making a claim, *You* must send *Our Administrator* the appropriate claim forms, together with written proof of loss (e.g., original invoices and tickets, medical and/or death certificates) as soon as possible. In every case, *You* must submit *Your* completed claim form with required documentation within one (1) year from the date of the accident or the date the claim arises. Failure to provide the applicable documentation may invalidate *Your* claim.

### Provide the Information Requested

To make a *Medical Emergency* claim, as part of the requirements above, under “Time limit from date of event,” *We* will need documentation to substantiate the claim, including but not limited to the following:

- completed claim form; and
- proof of payment by *You* and by any other benefit plan; and
- the original itemized receipts for all bills and invoices; and
- proof of travel (including departure and return dates); and
- medical records, including complete diagnosis by the attending *Physician* or documentation by the *Hospital*, which must support that the *Treatment* was medically necessary; and
- proof of the accident if *You* are submitting a claim for dental expenses resulting from a *Medical Emergency*; and
- *Your* historical medical records (if *We* determine applicable).

### If You Do Not Report the Claim Immediately

In a *Medical Emergency*, *You* must call *Our Administrator* immediately, or as soon as is reasonably possible. If not, benefits will be limited as described in Section 6 – “Limitations and Exclusions”. If an *Insured Person* incurs *Eligible Medical Emergency* expenses without first contacting *Our Administrator* for assistance and claim management, they must first submit receipts and other proof to:

- *GHIP*; and
- then to any group or individual health plan(s) and/or insurer(s).

*Eligible Medical Emergency* expenses not covered by a *GHIP* or other plan or insurance must be submitted to *Our Administrator* with proof of claim, receipts and payment statements.

**The *Insured Person* must also provide proof of the actual *Departure Date* from their province or territory of residence.**

### What Claimant Can Expect from Insurer

Once *We* have approved the claim, *We* will notify *You* and payment will be after receipt of the required claim forms, documentation and written proof of loss. If the claim has been denied, *We* will inform *You* of the claim denial reasons after receipt of the required claim forms and written proof of loss.

### If You Report the Claim Immediately

If *Our Administrator* guarantees or pays eligible expenses on behalf of an *Insured Person*, then *You* and, if applicable, the *Insured Person* must sign an authorization form allowing *Our Administrator* to recover those expenses:

- from the *Insured Person's GHIP*; and
- from any health plan or other insurance; and
- through rights *You* may have against other insurers or other parties (see Section 10 – “General Conditions”, under “Right of Subrogation”).

If *Our Administrator* pays eligible expenses that are covered under other insurance or another plan, *You*, and if applicable, the *Insured Person* must help *Our Administrator* to seek reimbursement as required. The *Insured Person* must also provide evidence of the actual *Departure Date* from their province or territory of residence. If requested, an *Insured Person* must confirm any return dates to their province or territory of residence, including any return dates related to an interruption in a *Covered Trip*.

Note: If *Our Administrator* makes an advance payment for expenses that are later discovered to be ineligible under this *Certificate*, the *Insured Person* must reimburse *Us*.

## **Section 9 – How To Contact Our Administrator**

### **1. 24-Hour Emergency Assistance Number**

To report a *Medical Emergency* or apply for a top-up or extension for a *Covered Trip*, contact *Our Administrator*, 24 hours a day, 7 days a week, at **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries.

### **2. Customer Service**

Re: TD Travel Insurance c/o Global Excel Management Inc.

73 Queen Street, Sherbrooke, Quebec J1M 0C9 Fax: **+1-819-569-2814**

To request a claim form or for claims support, call *Our Administrator* at 1-866-374-1129 (toll-free) from 8 a.m. to 8 p.m. ET, Monday to Friday.

## **Section 10 – General Conditions**

Unless this *Certificate* or the Group Policy states otherwise, the following conditions apply to *Your* coverage:

### **Access to Medical Care**

*We* and/or *Our Administrator* will assist *You* to access care whenever possible, however, will not be responsible for the availability, quality or results of any medical *Treatment* or transport, or for the failure of any *Insured Person* to obtain medical *Treatment*.

### **Benefit Payments**

This *Certificate* contains provisions removing or restricting the right of the *Insured Person* to designate persons to whom or for whose benefit money is to be payable. This means that under the Group Policy, neither *You* nor any *Insured Person* has the right to choose a beneficiary who will receive any benefits payable under this *Certificate*. Benefits are payable to *You* or, on *Your* behalf, to *Your* medical service provider.

### **Coordination of Benefits with other insurance**

- All of *Our* coverages are excess insurance, meaning that any other sources of recovery *You* have will pay first, and this insurance coverage 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.
- 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.

### **Currency**

All amounts are shown in Canadian currency.

### **False Claim**

If *You* or an *Insured Person* make a claim knowing it to be false or fraudulent in any respect, neither *You* nor the *Insured Person* will be entitled to the benefits of this coverage, nor to the payment of any claim under the Group Policy.

### **Group Policy**

All benefits under this *Certificate* are subject in every respect to the Group Policy, which alone constitutes the agreement under which benefits will be provided. The principal provisions of the Group Policy affecting *Insured Persons* are summarized in this *Certificate*. The Group Policy is on file at the office of the Policyholder and upon request, *You* are entitled to receive and examine a copy of the Group Policy.

### **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), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

## Proof of Loss

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

## Relationship between Us and the Group Policyholder

TD Life Insurance Company is affiliated with The Toronto-Dominion Bank ("TD Bank").

## Review and Medical Examination

When a claim is being processed, We will have the right and the opportunity, at Our own expense, to review all medical records related to the claim and to examine the *Insured Person* medically when and as often as may be reasonably required.

## Right of Subrogation

There may be circumstances where another person or entity should have paid You for a loss but instead We paid You for the loss. If this occurs, You agree to cooperate with Us so We may demand payment from the person or entity who should have paid You for the loss. This may include:

- transferring to Us the debt or obligation owing to You from the other person or entity;
- permitting Us to bring a lawsuit in Your name;
- if You receive funds from the other person or entity, You will hold it in trust for Us;
- acting so as not to prejudice any of Our rights to collect payment from the other person or entity.

We will pay the costs for the actions We take.

## DELAYED AND LOST BAGGAGE INSURANCE

### Coverage under this Certificate is provided by:

TD Home and Auto Insurance Company ("Insurer")  
P.O. Box 1, TD Centre, Toronto, ON M5K 1A2

### Claims administration and adjudication services are provided by:

Global Excel Management Inc. ("Administrator")  
73 Queen Street, Sherbrooke, QC J1M 0C9  
Phone: 1-866-374-1129 or +1-416-977-4425

## Section 1 – Introduction

### Certificate of Insurance

Claims administration and adjudication services are provided by Global Excel Management Inc. The *Certificate* applies to the TD Cash Back Visa Infinite Card, which will be referred to as a "TD Credit Card" or "Card" throughout the *Certificate*. TD Life Insurance Company ("TD Home and Auto") provides the insurance for this *Certificate* under Master Policy # TDVB112008 (the "Policy") issued to The Toronto-Dominion Bank. **This *Certificate* contains a clause which may limit the amount payable.**

## Section 2 – Summary of Benefits

### Benefits

### Maximum Benefit Payable

Delayed/Lost Baggage      \$1,000 per *Covered Person* per *Covered Trip*

## Section 3 – Eligibility

*Covered Person* as defined provided that:

- Your Account privileges have not been terminated or suspended; and
- Your Account is not more than 90 days past due; and
- Your TD Credit Card must be in *Good Standing*.

## Section 4 – Definitions

In this *Certificate*, the following words and phrases shown in italics and capitalized have the meanings shown below. As You read through the *Certificate*, You may need to refer to this Section to ensure You have a full understanding of Your coverage, limitations and exclusions.

**Account** means *Your* TD Credit Card Account that the *Bank* maintains.

**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*.

**Baggage Delay** means a *Covered Person’s Checked Baggage* is delayed by more than 6 hours from the *Covered Person’s* time of arrival at the *Final Destination*.

**Bank** means The Toronto-Dominion Bank.

**Certificate** means this Certificate of Insurance.

**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*.

**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*, *Account Holder’s 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** mean *Your* natural, adopted, or stepchildren who are:

- unmarried; and
- dependent on *You* for financial maintenance and support; and
  - under 21 years of age; or
  - under 25 years of age and attending an institution of higher learning, full time, in Canada; or
  - mentally or physically handicapped.

**Essential Items** mean 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*.

**Good Standing:** An *Account* is in *Good Standing* if:

- the *Primary Cardholder* has applied for the *Account*;
- the *Bank* has approved and opened the *Account*;
- the *Primary Cardholder* has not advised the *Bank* to close the *Account*; and
- the *Bank* has not suspended or revoked credit privileges or otherwise closed the *Account*.

**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. A *Primary Cardholder* does not include an *Additional Cardholder*.

**Spouse** means:

- the person who the *Account Holder* is legally married to; or
- the person the *Account Holder* has lived with for at least 1 continuous year in the same household and publicly refers to as their partner.

**Ticket** means evidence of the fare paid for travel on a *Common Carrier* and paid in **full** by charge to *Your Account*.

**Our** means TD Life Insurance Company.

## Section 5 – Description of Insurance Coverage

Delayed and Lost Baggage coverage provides benefits when baggage is delayed, lost or stolen while with the *Common Carrier*.

### A. Delayed Baggage

In the event of *Baggage Delay*, the *Account Holder* 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 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*, the *Covered Person* 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* TD Credit Card to pay the **full** cost of the *Ticket*. Coverage will be in force while baggage is in the custody of the *Common Carrier*.

## Section 6 – Limitations and Exclusions

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 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 7 – Termination of Coverage

Coverage terminates on the earliest of the following:

1. When *Your Account* is closed;
2. When *Your Account* is 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 8 – How to Submit A Claim

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

### Who to Contact to Submit a Claim

- a) Initial Notification – If *You* have incurred a claim covered under the *Delayed/Lost Baggage Plan*, *You* must give notice by contacting *Our Administrator* within 45 days from the date of the occurrence of the delay.  
Call **1-866-374-1129** (toll-free) from Canada or U.S., or **+1-416-977-4425** (collect) from other countries between 8:00 a.m. and 8:00 p.m. ET, Monday to Saturday.  
The *Covered Person* will be asked to provide or, if writing, should provide:
  - the name, address, and telephone number;
  - the account number;
  - the date, time and place of the occurrence of the delay or *Loss*; and
  - the amount of the claim.
- b) Written Proof – Complete the Required Form
  - Request the Form: To request a claim form, call *Our Administrator* at **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries from 8 a.m. to 8 p.m. ET, Monday to Friday.
  - Time limit from date of event: If *You* are making a claim, *You* must send *Our Administrator* the appropriate claim forms, together with written proof of *Loss* (e.g., original invoices and *Tickets*) as soon as possible. In every case, *You* must submit *Your* completed claim form with required documentation within 90 days from the date of occurrence of the delay or *Loss*. Failure to provide the applicable documentation may invalidate *Your* claim.

### Provide the information requested

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;
- a written statement from the *Common Carrier* confirming all of the following specifics:
  - the date and time of delay or *Loss*;
  - the 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;
  - the reason or circumstances surrounding the delay or *Loss*; and
  - any other information reasonably required by the *Insurer*.

## **What Claimant Can Expect from Insurer**

Once We have approved the claim, We will notify You and payment will be made within 60 days after receipt of the required claim forms, documentation and written proof of Loss. If the claim has been denied, We will inform You of the claim denial reasons within 60 days after receipt of the required claim forms and written proof of Loss.

## **Section 9 – General Conditions**

### **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.

### **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.

### **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), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

### **Master Group Policy**

This *Certificate* is a description of coverage provided by Policy TDVB112008 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 a *Covered Person* to benefits in excess of those described herein for any Loss sustained.

### **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 a *Covered 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 *Certificate*, 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*.

**Coverage under this Certificate is provided by:**

TD Home and Auto Insurance Company ("Insurer")  
P.O. Box 1, TD Centre, Toronto, ON M5K 1A2

**Claims administration and adjudication services are provided by:**

Global Excel Management Inc. ("Administrator")  
73 Queen Street, Sherbrooke, QC J1M 0C9  
Phone: **1-866-374-1129** or **+1-416-977-4425**

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.

**Section 1 – Introduction**

**Certificate of Insurance**

The *Certificate* below applies to the TD Cash Back Visa Infinite Card, which will be referred to as a "TD Credit Card" throughout the *Certificate*. 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 "Insurer"), 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 *Certificate* contains a clause which may limit the amount payable.**

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

**How to contact Us**

*You* may contact our *Administrator* by calling: **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries.

**Section 2 – Eligibility**

**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 90 days past due.

**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 TD Travel Rewards Program for the number of days of free rental (or similar TD Credit Card program). 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 TD Points are used to obtain the rental. If partial payment is paid using Your TD Points, the remaining balance of that rental must be paid using Your TD Credit Card in order to be covered.

### **TD Points or any other Frequent Flyer Plan Rewards Units**

Under no circumstances will any benefit be payable in connection with the value of TD Points or frequent flyer plan rewards units that have been lost or wasted.

### **Section 3 – Definitions**

In this *Certificate*, the following words and phrases shown in italics and capitalized have the meanings shown below. As You read through the *Certificate*, 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 Credit Card Account that the *Bank* maintains.

**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*.

**Bank** means The Toronto-Dominion Bank.

**Car Sharing** means a car rental club, which gives its members 24-hour access to a fleet of cars parked in a convenient location.

**Certificate** means this Certificate of Insurance.

**Good Standing** means:

- the *Primary Cardholder* has applied for the *Account*;
- the *Bank* has approved and opened the *Account*;
- the *Primary Cardholder* has not advised the *Bank* to close the *Account*; and
- the *Bank* has not suspended or revoked credit privileges or otherwise closed the *Account*.

**Insured Person** means:

1. You the *Account Holder* who presents themselves in person at the *Rental Agency*, signs the rental contract, declines the *Rental Agency’s* Collision Damage Waiver (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. Throughout this *Certificate* 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*.

**TD Points** mean the rewards units earned for goods and services charged to the *Account* through the TD Travel Rewards Program associated to the *Account*.

## **Section 4 – Description of Insurance Coverage**

### **Collision/Loss Damage Insurance at a Glance**

- Only the *Cardholder* may rent a vehicle and decline the *Rental Agency's* 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 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 48 consecutive days, coverage will not be provided from the first day onwards; e.g., coverage will not be provided for either the first 48 consecutive days or any subsequent days. Coverage may not be extended for more than 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 subsection "Types of Vehicles Covered".)
- Collision/Loss Damage (CLD) Insurance provides coverage when *You* use *Your* TD Credit Card to pay for the full cost of 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.
- Coverage is available except where prohibited by law.
- Claims must be reported within 48 hours of the damage/loss occurring by calling **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries.

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

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 48 consecutive days. If *You* rent the same vehicle or vehicles for more than 48 consecutive days, no coverage is provided for any part of your rental period.

### **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 described in Section 5 – "Limitations and Exclusions", under #7). (See Section 9 – "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.)

## Types of Vehicles Covered

The types of rental vehicles covered include:

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

## Section 5 – Limitations and Exclusions

Collision/Loss Damage (CLD) Insurance 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.

NOTE: It must be noted that loss/damage arising while the vehicle is being operated, as described in #7, 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; or civil unrest; or an act of war, whether declared or undeclared; or hostile or warlike action in time of peace or war; or willing participation in a riot or civil unrest; or rebellion; or revolution; or insurrection; or any service in the armed forces while on duty;
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*.

### Vehicles that are NOT covered are:

1. vans, cargo vans or mini cargo vans (other than minivans 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 hand made, hand finished or has a limited production of under 2,500 vehicles per year;
12. antique vehicles, meaning a vehicle over 20 years old or which has not been manufactured for 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.

## Section 6 – When Coverage Terminates

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 48 consecutive days, or *Your* rental period is extended for more than 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.

## Section 7 – In the event of an Accident/Theft

- Within 48 hours, call *Our Administrator* at **1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries. *Our 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 **+1-819-569-2814** (toll-free).

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 48 hours of the damage/theft having occurred. *Your* claim must be submitted with as much documentation, as requested by *Our Administrator* below, within 45 days of discovering the loss/damage. *You* will need to provide all documentation within 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;
  - the accident or damage report, if available;
  - the itemized repair bill, or if not available, a copy of the estimate;
  - the receipt for paid repairs;
  - the police report, when available;
  - a 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 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 *Our Administrator* has paid *Your* claim, *Your* rights and recoveries will be transferred to the *Insurer* to the extent of *Our Administrator's* payment for the loss/damage incurred when the rental vehicle was *Your* responsibility. This means the *Insurer* will then be entitled, at its own expense, to sue in *Your* name. If the *Insurer* chooses to sue another party in *Your* name, *You* must give the *Insurer* all the assistance they may reasonably require to secure its rights and remedies. This may include providing *Your* signature on all necessary documents that enable the *Insurer* to sue in *Your* name.

Once *You* report damage, loss or theft, a claim file will be opened and will remain open for 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 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.



## Section 8 – 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), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

### Section 9 – 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

**1-866-374-1129** (toll-free) from Canada or the U.S., or **+1-416-977-4425** (collect) from other countries 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 Section 7 – “In the Event of an Accident/Theft”.

## PURCHASE SECURITY AND EXTENDED WARRANTY PROTECTION

<b>Coverage under this Certificate is provided by:</b>
TD Home and Auto Insurance Company ("Insurer") P.O. Box 1, TD Centre, Toronto, ON M5K 1A2
<b>Claims administration and adjudication services are provided by:</b>
Global Excel Management Inc. ("Administrator") 73 Queen Street, Sherbrooke, QC J1M 0C9 Phone: <b>1-866-374-1129</b> or <b>+1-416-977-4425</b>

### Section 1 – Introduction

#### Certificate of Insurance

The Certificate of Insurance ("*Certificate*") below applies to the TD Cash Back Visa Infinite Card, which will be referred to as a "TD Credit Card" throughout the *Certificate*. **Note: This insurance is excess insurance**, meaning that any other sources of recovery *You* have will pay first, and this insurance policy will be the last to pay. For example, if *You're* covered under home insurance, *You* will be eligible for the amount of the deductible under this *Certificate*.

Claims administration and adjudication services are provided by Global Excel Management Inc. The terms of the TD Credit Card Purchase Security and Extended Warranty Protection Group Policy #TDVP112008 ("*Group Policy*") issued by TD Home and Auto Insurance Company ("*Insurer*") to The Toronto-Dominion Bank are described in this *Certificate*. Please note that in Alberta, Statutory Conditions are deemed to be part of every contract that includes insurance against loss or damage to property and said Statutory Conditions are included in the Group Policy.

#### Section 2 – Definitions

In this *Certificate*, the following words and phrases shown in italics and capitalized have the meanings shown below. As *You* read through the *Certificate*, *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 Credit Card Account that the *Bank* maintains.

**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*.

**Insured Item means** a new item of personal property (a pair or set being one item) for personal use for which the full 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. A *Primary Cardholder* does not include an *Additional Cardholder*.

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

**Spouse means:**

- the person who the *Account Holder* is legally married to; or
- the person the *Account Holder* has lived with for at least 1 continuous year in the same household and publicly refers to as their partner.

## Section 3 – Description of Insurance Coverage

### a) Purchase Security

Purchase Security automatically protects most *Insured Items* purchased with the TD Credit Card for 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*.

### b) Extended Warranty Protection

- (i) Extended Warranty Protection 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 1 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 5 years or less). *Manufacturer's Warranties* greater than 5 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 5 years for Extended Warranty Protection, the *Account Holder* must contact the *Administrator* and provide:
- a copy of the sales receipt;
  - the Credit Card record of charge or Credit Card statement;
  - the serial number of the item, if available;
  - the original *Manufacturer's Warranty* valid in Canada; and
  - a description of the product.

## Section 4 – 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 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 5 – 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:
1. cash or its equivalent, travellers cheques, tickets and any negotiable instruments;
  2. art objects, bullion, rare or precious coins;
  3. perishables, animals or living plants;
  4. 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*;
  5. automobiles, motorboats, aircrafts, motorcycles, drones, motor scooters and other motorized vehicles, parts and accessories thereof;
  6. ancillary costs incurred in respect of an *Insured Item* and not forming part of the *Purchase Price*;
  7. parts and/or labour required as a result of mechanical breakdown;
  8. used and pre-owned items, including antiques and demos;
  9. any item purchased by and/or used for a business or commercial purpose;
  10. items consumed in use; and
  11. services.

- (b) Loss or damage resulting from the following perils are excluded from coverage:
1. abuse or fraud;
  2. flood or earthquake;
  3. war, invasion, hostilities, rebellion, insurrection, terrorism, confiscation by authorities, contraband or illegal activity;
  4. normal wear and tear;
  5. mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another);
  6. radioactive contamination;
  7. inherent product defects;
  8. normal course of play; or
  9. willful acts or omissions; and
  10. 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:

1. wear and tear, gradual reduction in operating performance, negligence, misuse and abuse;
2. automobiles, motor boats, aircraft, motorcycles, drones, motor scooters and other motorized vehicles and parts and accessories thereof;
3. willful acts or omissions and improper installation or alteration;
4. ancillary costs;
5. used or pre-owned items, including demos;
6. any item purchased by and/or used for a business or commercial purpose; and
7. consequential damages, including bodily injury, property damages, economic loss, punitive or exemplary damages and legal costs are not covered;
8. inherent product defects.

## **Section 6 – How to Submit a Claim**

### **Who to Contact to Submit a Claim**

To submit a claim, please contact *Our Administrator* at **1-866-374-1129** (toll-free) or **+1-416-977-4425** (collect) between 8:00 a.m. and 8:00 p.m. ET, Monday to Friday.

### **Provide the Information requested:**

#### **(a) Initial Notification**

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

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

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

#### **(b) Written Proof**

##### **(i) Purchase Security**

A Loss Report will be mailed by the *Administrator*. Complete in full, sign and return within 90 days from the date of loss or damage. The Loss Report shall include but may not be limited to:

- a copy of the *Account* charge receipt and/or *Account* statement;
- a copy of the store receipt;
- the 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;
- the 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 7 – When Your Coverage Terminates**

This coverage terminates on the earliest of the following:

- a) When *Your Account* is closed;
- b) When *Your Account* is 90 or more days past due but coverage is automatically reinstated when the *Account* is returned to good standing; and
- c) The date the Group Policy terminates.

## **Section 8 – General Conditions**

### **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.

### **Currency**

All amounts shown are in Canadian currency.

### **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.

### **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.

### **Group Policy**

All benefits under this *Certificate* are subject in every respect to the Group Policy, which alone constitutes the agreement under which benefits will be provided. This Group Policy is issued to the *Bank*. The principal provisions of the Group Policy affecting *Account Holders* are summarized in this *Certificate*. The Group Policy is on file at the office of the *Bank*.

### **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), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

### **Other insurance**

All of *Our* coverages 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 *Account Holder* 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*.

## EMERGENCY TRAVEL ASSISTANCE SERVICES

### Emergency Travel Assistance Services is provided by:

Global Excel Management Inc. ("Administrator")  
73 Queen Street, Sherbrooke, QC J1M 0C9  
Phone: **1-800-871-8334** or **+1-416-977-8297**

Provided by *Our Administrator* under a service agreement with TD Life Insurance Company ("TD Life").

**This is not an insurance benefit but assistance services only.**

This is a service provided by *Our Administrator*. The Emergency Travel Assistance Services below applies to the TD Cash Back Visa Infinite Card, which will be referred to as a "TD Credit Card" throughout.

### Description of Emergency Travel Assistance Services

Multilingual Assistance Coordinators are on call 24 hours a day. *Our Administrator's* Assistance Coordinators are supported by a network of medical professionals, including physicians experienced in emergency medical assistance.

For Emergency Assistance 24 hours a day, call *Our Administrator* at **1-800-871-8334** (toll-free) from Canada or the U.S., or **+1-416-977-8297** (collect) from other countries.

## Section 1 – Definitions

**Account** means the *Primary Cardholder's* TD Credit Card Account that the *Bank* maintains.

**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".

**Bank** means The Toronto-Dominion Bank.

**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.

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

**Our** means TD Life Insurance Company.

## Section 2 – Medical Assistance Services Medical Referrals

### Medical Referrals

If a medical emergency arises while travelling, *You* can contact *Our Administrator's* 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, determines that a 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's* Assistance Coordinators will arrange for qualified medical accompaniment, if necessary. Neither the *Bank*, TD Life 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.

## Section 3 – Payment Assistance

*Our Administrator* can assist *You* in arranging or coordinating payment to emergency medical or hospital service providers. Full liability for payment of these services will rest with *You*.

## Section 4 – Travel Assistance Services

*You* are fully liable for repaying the following services that are charged to *Your* TD Credit Card.

### 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.

Account Holders are also eligible for Delayed and Lost Baggage Insurance; however, this coverage is entirely separate (see *Your* Delayed and Lost Baggage certificate of insurance).

### 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.

## MOBILE DEVICE INSURANCE

### Coverage under this Certificate is provided by:

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

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

The coverage outlined in this Certificate of Insurance is effective October 30, 2022, and is provided to eligible TD Cash Back Visa Infinite *Cardholders*. Refer to the Definitions Section below or to the paragraph following this one for the meanings of all capitalized and italicized terms.

Mobile Device Insurance is underwritten by American Bankers Insurance Company of Florida (the "*Insurer*") under Group Policy No. TD102022 (the "*Policy*") issued by the *Insurer* to The Toronto-Dominion Bank (the "*Policyholder*"). The *Insurer*, its subsidiaries, and affiliates carry on business in Canada under the name of Assurant®. Assurant® is a registered trademark of Assurant, Inc.



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

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

Claim payment and administrative services are arranged and/or provided by the *Insurer*. In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

## Section 1 – Definitions

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

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

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

**Additional Cardholder** means a natural person resident in Canada to whom a TD Cash Back Visa Infinite has been issued at the authorization of the *Primary Cardholder*.

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

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

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

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

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

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

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

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

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

**Provider** means a Canadian wireless service *Provider*.

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

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

**Trade-in Credit(s)** mean(s) 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<sup>†</sup> of *Your Mobile Device* at date of loss, less the deductible<sup>††</sup>, to a maximum of \$1,000, subject to the Limitations and Exclusions below.

<sup>†</sup> 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.

<sup>††</sup> 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:

<b>Total Cost (Less Taxes)</b>	<b>Applicable Deductible</b>
\$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*:

Purchase Price	\$800
Less depreciation cost (2% × 8 months × \$800)	– \$128
Depreciated value	\$672

- 2) Calculation of the maximum reimbursement:

Depreciated value	\$672
Less deductible (based on Total Cost)	– \$100
Maximum reimbursement	\$572

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

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

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

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

#### **D. LIMITATIONS AND EXCLUSIONS**

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

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

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

Mobile Device Insurance does not cover:

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

No benefits are payable for:

- 1) losses or damage resulting directly or indirectly from:
  - a) fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, *Mysterious Disappearance* or inherent product defects;
  - b) power surges, artificially generated electrical currents or electrical irregularities;
  - c) any occurrence that results in catastrophic damage beyond repair, such as the device separating into multiple pieces;
  - d) cosmetic damage that does not affect functionality;
  - e) software, cellular/wireless service provider or network issues; or
  - f) theft or intentional or criminal acts by the *Cardholder* or *Household Members*; and
- 2) incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

#### **E. GIFTS**

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

#### **F. OTHER INSURANCE**

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

The *Insurer* will be liable only:

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

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

#### **G. HOW TO MAKE A CLAIM**

PRIOR to proceeding with any action or repair services or replacement of the *Mobile Device*, You must first obtain the *Insurer's* approval.

*Failure to do so will make Your claim ineligible.*

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

To file a claim online, please visit [cardbenefits.assurant.com](http://cardbenefits.assurant.com)

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

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

- 1) the original sales receipt detailing or similar document detailing the date, description of *Your Mobile Device*, and any pay upfront amounts and *trade-in credits*;
- 2) a copy of *Your* Wireless Service Agreement or similar document indicating the date, a description of *Your* Mobile Device and the non-subsidized retail cost of *Your Mobile Device*;
- 3) the date and time *You* notified *Your Provider* of loss or theft;
- 4) a copy of the original manufacturer's warranty (for mechanical failure claims) may be required;
- 5) a copy of the written repair estimate (for mechanical failure and *Accidental Damage* claims);
- 6) if *You* purchased *Your Mobile Device* outright, *Your Account* statement showing the *Purchase Price*;
- 7) if *Your Mobile Device* was funded through a *Plan*, *Your Account* statement showing any portion of the *Total Cost* paid up-front, if applicable, and credit card statements for up to 12 months immediately preceding the date of loss showing *Your* monthly wireless bill charged to *Your Account*;
- 8) a copy of any document detailing any *Other Insurance* benefits or protection and reimbursements received for this occurrence;
- 9) a police report, fire loss report, or other report of the occurrence of the *Accidental Damage*, loss or theft of *Your Mobile Device*.

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

### **Section 3 – General Provisions and Statutory Conditions**

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

#### **A. SUBROGATION**

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

#### **B. TERMINATION OF INSURANCE**

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

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

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

#### **C. DUE DILIGENCE**

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

#### **D. NOTICE AND PROOF OF CLAIM**

Written notice of claim must be given to the *Insurer* as soon as reasonably possible after a claim occurs, but in all events provided within 90 days from the date on which loss occurred. Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after 1 year, *Your* claim will not be paid.

#### **E. PAYMENT OF CLAIM**

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

## F. LEGAL ACTION

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

## G. FALSE CLAIM

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

## H. IF YOU HAVE A CONCERN OR COMPLAINT

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