

TD Canada Trust

**Changes to
the Certificate(s) of
Insurance for your
TD[®] First Class Travel[®]
Visa Infinite* Card**

Effective October 30, 2022.



Changes to the Certificate(s) of Insurance for your TD® First Class Travel® Visa Infinite* Card.

- Effective October 30, 2022, the following insurance benefits will be added to your credit card:
 - Mobile Device Insurance:** coverage up to \$1,000 for eligible mobile devices in the event of loss, theft, accidental damage or mechanical breakdown
 - Hotel/Motel Burglary Insurance:** coverage up to \$2,500 per occurrence for each Cardholder on the Account and eligible family members travelling with the Cardholder.
 - Flight/Trip Delay Insurance:** coverage up to \$500 per insured person if your flight/ trip is delayed for an eligible reason for over 4 hours and 75% of the cost of the trip is charged to your card.
- Effective October 30, 2022, the maximum benefit payable for travel medical insurance will increase from \$1,000,000 per insured person per covered trip to \$2,000,000 per insured person per covered trip.
- On October 30, 2022, a copy of your updated Benefit Coverages Guide, which includes the Certificate(s) of Insurance, can be found under the Cardholder Agreement section located online at td.com/agreements or can be sent to you by calling 1-800-983-8472.

Insurance Coverages are subject to conditions, limitations and exclusions. Please review your Certificate(s) of Insurance for full details of coverage.

If you have any questions related to your Hotel/Motel Burglary Insurance or Mobile Device Insurance, call Assurant at 1-800-859-0694. For any questions related to your other insurance benefits, call Us at 1-866-374-1129.

The following table reproduces the specific amendments, but not the sections in their entirety. Please refer to the Certificate(s) of Insurance for full details.

| Certificate(s) of Insurance | Existing Wording |
|---------------------------------------|--|
| Travel Medical Insurance ¹ | <p>Section 1 – Summary of Benefits Payable</p> <p>Benefits: Medical Emergency Insurance</p> <p>Maximum Benefit: \$1,000,000 per <i>Insured Person</i> per <i>Covered Trip</i></p> |
| | <p>Medical Emergency Benefit means, subject to the maximum benefit payable of up to \$1,000,000 or the benefit amount payable described below (whichever is lower), the <i>Usual, Customary and Reasonable Charges</i> for <i>Eligible Medical Emergency Expenses</i>, less all amounts payable or reimbursable under a <i>GHIP</i> or any group or individual health plans or insurance policies.</p> |
| Certificate(s) of Insurance | New Wording |
| Travel Medical Insurance ¹ | <p>Section 1 – Summary of Benefits Payable</p> <p>Benefits: Medical Emergency Insurance</p> <p>Maximum Benefit: \$2,000,000 per <i>Insured Person</i> per <i>Covered Trip</i></p> |
| | <p>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 <i>Usual, Customary and Reasonable Charges</i> for <i>Eligible Medical Emergency Expenses</i>, less all amounts payable or reimbursable under a <i>GHIP</i> or any group or individual health plans or insurance policies.</p> |

FLIGHT/TRIP DELAY 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* below applies to the TD First Class Travel Visa Infinite Card, which will be referred to as a "TD Credit Card" throughout the *Certificate*. TD Home and Auto Insurance Company ("TDH&A") provides the insurance for this Certificate under Master Policy #TGV010 (the "Policy") issued to The Toronto-Dominion Bank. **This Certificate contains a clause which may limit the amount payable.**

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 – Summary of Benefits

Up to \$500 for reasonable expenses for meals and accommodation if your flight/trip is delayed for an eligible cause for 4 hours or more.

Section 3 – Eligibility

The *Insured Person* is eligible to be insured under this *Certificate*, if the *Primary Cardholder* has not advised the *Policyholder* to close the *Account* and/or the *Policyholder* has not suspended or revoked credit privileges or otherwise closed the *Account*. The *Account* 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 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 to herein using "You" and "Your".

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

Bank means The Toronto-Dominion Bank.

Certificate means this Certificate of Insurance.

Common Carrier means any licensed land, water or air conveyance operated by those whose occupation or business is transportation of persons or things without discrimination for hire. *Common Carrier* is extended to include any Airline having a Charter Air Carrier's License or its equivalent, provided it maintains regularly scheduled flights and publishes timetables and fares consistent with scheduled airline practices and provided the aircraft is limited to fixed-wing turbo-prop or jet aircraft. Rafts, amusement park rides, jet skis, balloons, ski lifts and hang-gliders are not considered to be a *Common Carrier*.

Covered Trip means travel on a *Common Carrier*, the fare for which at least 75% has been charged to *Your Account* and/or using *Your TD Rewards Points*.

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

- unmarried; and
- 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.

Note: A *Dependent Child* does not include a child born while the child's mother is outside her province or territory of residence during the *Covered Trip*. The child will not be insured with respect to that trip.

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

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

Spouse means:

- 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.

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

We, Us and **Our** mean TD Home and Auto Insurance Company and/or *Our Administrator*.

Section 5 – Description of Insurance Coverage

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

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

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

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

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

Section 6 – When Your Coverage Terminates

Your Coverage Terminates when:

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; and
- 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*; and
- 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.

Section 7 – How to Submit a Claim

If *You* have incurred a claim covered under the Flight/Trip Delay Insurance *Certificate*, *You* must give notice by contacting *Our Administrator* within 45 days from the date of the delay.

IMPORTANT NOTE: *You* must provide completed claim form with required supporting documentation, including the Loss Report, to *Our Administrator* as soon as possible, but no later than 90 days from the date of occurrence of the delay.

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

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

- the reason or circumstances surrounding the delay; and
- any other information reasonably required by *Our Administrator*.

Who to Contact to Submit a Claim:

A claim should always be reported within 45 days. *You* can get help 24 hours a day, 7 days a week by calling *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) or +1-416-977-4425 (collect) 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) as soon as possible. In every case, *You* must submit *Your* completed claim form with required documentation within 90 days from the date of the accident or the date the claim arises. Failure to provide the applicable documentation may invalidate *Your* claim.

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 8 – General Conditions

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. This Group Policy is issued to the *Bank*. 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 *Bank*. In no event does possession of multiple certificates or TD Credit Cards entitle an *Insured Person* to benefits in excess of those described herein.

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 *Insured Person* is also insured under any other insurance *Certificate* or policy, *We* will coordinate payment of benefits with the other insurer.

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 co-operate 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; or
- permitting *Us* to bring a lawsuit in *Your* name; or
- if *You* receive funds from the other person or entity, *You* will hold it in trust for *Us*; or
- 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.

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 First Class Travel 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 First Class Travel 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 First Class Travel Visa Infinite Card has been issued at the authorization of the *Primary Cardholder*.

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

Dollars and **\$** 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 First Class Travel 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) means an in-store credit or certificate issued by a retailer of *Provider* to the *Cardholder* when the *Cardholder* trades-in an old mobile device.

Section 2 – Coverage

A. ELIGIBILITY

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

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

B. COVERAGE PERIOD

Mobile Device coverage takes effect on the later of:

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

Mobile Device coverage ends on the earlier of:

- a) two years from the date of purchase;
- b) the date ONE monthly wireless bill payment was not charged to Your *Account*, if You are funding the *Total Cost* of Your *Mobile Device* through a *Plan*;
- c) the date the *Account* ceases to be in *Good Standing*; and
- d) the date You cease to be eligible for coverage.

C. BENEFITS

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

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

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

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

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

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

| | |
|---|---------|
| <i>Purchase Price</i> | \$800 |
| Less depreciation cost (2% x 8 months x \$800) | – \$128 |
| Depreciated value | \$672 |
- 2) Calculation of the maximum reimbursement:

| | |
|--|---------|
| Depreciated value | \$672 |
| Less deductible (based on <i>Total Cost</i>) | – \$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

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.assurantsolutions.ca/consumer-assistance

I. PRIVACY

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

HOTEL/MOTEL BURGLARY INSURANCE

Coverage under this Certificate is provided by:

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

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

The coverage outlined in this Certificate of Insurance is effective October 30, 2022, and is provided to eligible TD First Class Travel 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.

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

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

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

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

Section 1 – Definitions

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

Account means the *Primary Cardholder’s* TD First Class Travel 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 First Class Travel Visa Infinite Card has been issued at the authorization of the *Primary Cardholder*.

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

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

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

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

Dollars and **\$** 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*.

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

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

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

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

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

Section 2 – Coverage

A. ELIGIBILITY

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

B. COVERAGE PERIOD

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

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

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

C. BENEFITS

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

D. EXCLUDED ITEMS

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

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

E. HOW TO MAKE A CLAIM

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

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

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

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

Section 3 – General Provisions and Statutory Conditions

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

A. SUBROGATION

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

all documents necessary to enable the *Insurer* to bring suit in the name of the *Cardholder* and/or *Insured Person*.

B. TERMINATION OF INSURANCE

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

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

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

C. DUE DILIGENCE

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

D. NOTICE AND PROOF OF CLAIM

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

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

E. PAYMENT OF CLAIM

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

F. LEGAL ACTION

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

G. FALSE CLAIM

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

H. IF YOU HAVE A CONCERN OR COMPLAINT

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

I. PRIVACY

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

TD Canada Trust

¹ Coverages are subject to conditions, exclusions and limitations. Refer to your Certificate(s) of Insurance for full details of coverage.

All trade-marks are the property of their respective owners.

* Trademark of Visa Int., used under license.

® The TD logo and other trademarks are the property of The Toronto-Dominion Bank or its subsidiaries.

