

## MBNA® Rewards World Elite Mastercard® Credit Card Guide to Coverage

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**GUIDE TO COVERAGE FOR MBNA REWARDS WORLD ELITE  
MASTERCARD CREDIT CARD CARDHOLDERS**

*Coverage for: Collision Damage Waiver, Rental Vehicle Personal Effects, Unexpected Return Home, Purchase Assurance and Extended Warranty, Delayed & Lost Baggage Insurance, and Flight/Trip Delay Insurance is provided by:*

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

*Claims administration and adjudication services are provided by:*

**Global Excel Management Inc. (Administrator)  
73 Queen Street  
Sherbrooke, Quebec J1M 0C9  
Phone: 1-866-520-8827 or +1-519-742-9356**

Coverage for: Car Rental AD&D, Common Carrier AD&D  
and Travel Medical Insurance is provided by:

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

*Claims administration and adjudication services are provided by:*

**Global Excel Management Inc. (Administrator)  
73 Queen Street  
Sherbrooke, Quebec J1M 0C9  
Phone: 1-866-520-8827 or +1-519-742-9356**

Sales and policy administration services are provided by:

**CanAm Insurance Services (2018) Ltd. (Administrator)  
73 Queen Street  
Sherbrooke, Quebec J1M 0C9  
Phone: 1-866-520-8827**

This Guide to Coverage contains important information about *Your* insurance.

Please read this document carefully and keep it in a safe place.

All benefits are subject, in every respect, to the terms of the Group Master Policy ("*Policy*"). Terms of the *Policy* shall govern should the terms of the Certificates of Insurance and *Policy* conflict.

The *Policy* provides the insurance described below for Rewards World Elite *Mastercard Primary Cardholders* and *Authorized Users* of the *Bank* and, where specified, their *Spouses*, *Dependent Children* and/or certain other persons.

All benefits are subject, in every respect, to the terms of the *Policy* which alone constitute the agreement under which payments are made. Only the *Bank* may determine who is a *Primary Cardholder* and *Authorized User*, whether an *Account* is in *Good Standing* and consequently whether the insurance pursuant to this *Certificate* has come into or is in force.

No person is eligible for coverage under more than one certificate of insurance or insurance policy issued by *Us*, marketed to the *Bank's* credit card group, providing insurance coverage similar to that provided by a Certificate of Insurance in this Guide to Coverage. In the event that any person is recorded by *Us* as an "*Insured Person*" or "*Covered Person*" under more than one certificate of insurance or policy, such person shall be deemed to be insured only under the certificate of insurance or policy which affords that person the

greatest amount of insurance coverage. In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by a Certificate of Insurance in this Guide to Coverage. The Certificates of Insurance in this Guide to Coverage supersedes any certificate(s) of insurance previously issued to the *Cardholder* under the *Policy*.

**This *Policy* contains a provision removing or restricting the right of the *Insured Person* to designate persons to whom or for whose benefit insurance money is to be payable.**

**Refer to the Definitions section below and the Definitions section within each Certificate of Insurance for the meanings of all capitalized and italicized terms.**

**As you read this Guide to Coverage, you may need to refer to the Definitions sections to ensure you have a full understanding of your coverage, limitations and exclusions.**

## **Definitions:**

**This section defines capitalized and italicized terms that are used throughout this document unless otherwise defined under each Certificate of Insurance.**

**Accidental Bodily Injury** means bodily injury caused directly and independently of all other causes by external violent and purely accidental means. The accident must occur while this insurance is in force and the loss to which the insurance applies must result within three hundred and sixty-five (365) days of the date of the bodily injury and must not result from any of the exclusions.

**Account** means the *Primary Cardholder's* Rewards World Elite Mastercard credit card account, provided it is in *Good Standing* with the *Bank*.

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

**Baggage Delay** means a *Covered Person's Checked Baggage* is delayed by more than four (4) hours from the *Covered Person's* time of arrival at the *Final Destination*.

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

**Cardholder** means the *Primary Cardholder* and any *Authorized User* who is a resident of Canada.

**Common Carrier** means any land, air or water conveyance for regularly scheduled passenger service which is licenced to carry passengers for compensation or hire.

**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*.

**Covered Person** means the *Cardholder*, *Cardholder's Spouse* or *Cardholder's Dependent Child(ren)* whose name is on the *Ticket*, or, if no name is on the *Ticket*, for whom a *Ticket* has been purchased.

**Departure Date** means the date the *Insured Person* left their home province or territory.

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

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

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

**Good Standing** means being in full compliance with all of the provisions of the *Account Agreement* in force between the *Primary Cardholder* and the *Bank*, as amended from time to time.

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

**Hospital means**

- an institution that has been accredited and licensed by the appropriate authority as a *Hospital* to treat patients on an in-patient, outpatient and emergency basis; or
- the nearest appropriate medical facility that has been approved in advance by *Our Administrator*.

Exclusion: *Hospital* does not include chronic care, convalescent or nursing home facilities.

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

**Mastercard** means a Rewards World Elite Mastercard credit card issued by the *Bank*.

**Maximum Number of Covered Days** means 21 consecutive days. The departure date counts as one full day for this purpose.

**Medical Condition** means an irregularity in the health of an *Insured Person* which required or requires medical advice, consultation, investigation, *Treatment*, care, service or diagnosis by a *Physician*.

**Medical Emergency** means any unforeseen illness or *Accidental Bodily Injury* occurring during a *Covered Trip* that requires immediate emergency medical *Treatment* by a *Physician*.

**Mysterious Disappearance** means when the article of personal property in question cannot be located, and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable conclusion that a theft occurred.

**Occupying** means in, upon, entering into or alighting from.

**Operations Centre or Administrator** means the operations centre maintained by Global Excel Management Inc. From anywhere in Canada or U.S. call toll free 1-866-520-8827. From elsewhere call collect +1-519-742-9356.

**Physician** means a *Physician* or surgeon who is registered or licensed to practice medicine in the jurisdiction where he or she provides medical advice or *Treatment* and who is not related by blood or marriage to any *Insured Person*.

**Points** means the points you accumulate on your *Account* in accordance with the terms and conditions of the MBNA Rewards Program.

**Pre-Existing Condition** means a *Medical Condition*:

- for which symptoms appeared in the *Pre-Existing Condition Period*;
- that was investigated, diagnosed or *Treated* during the *Pre-Existing Condition Period*, where *Treatment* includes medication; or
- for which further investigation was recommended or prescribed, or for which a change in *Treatment* was recommended (including a change in medication or dosage) during the *Pre-Existing Condition Period*.

**Pre-Existing Condition Period** with respect to any benefit under the Travel Medical Certificate of Insurance is as follows:

- *Insured Persons* under 65 years of age – 90 days immediately before the beginning of the *Coverage Period*.

**Primary Cardholder** means the credit cardholder who has signed an application for an *Account*, as primary credit cardholder, and for whom an *Account* is established by the *Bank*. A *Primary Cardholder* does not include an *Authorized User*.

**Rental Vehicle** is a four wheel passenger vehicle rented by the *Primary Cardholder* and/or *Authorized User* from a commercial car rental agency, and the full cost of which has been charged to the *Account*.

**Spouse** means the *Primary Cardholder* or *Authorized User's* legal husband or wife; or

- the person who the *Primary Cardholder* or *Authorized User* has lived with for at least one year and publicly represented as his or her spouse.

**Stable** means any *Medical Condition* or related condition (whether or not the diagnosis has been determined) for which there have been:

- no new or change in medication or dosage;
- no new or change in *Treatment*;
- no new or increase in frequency or severity of symptoms;
- no referral or recommendation to see a specialty clinic or specialist;
- no pending test results or testing; or
- no pending surgery or other *Treatment*.

**Travelling Companion** means someone who shares trip arrangements and accommodations with *You*. Exceptions: No more than three (3) individuals (including *You*) will be considered travel companions on any one trip.

**Treated or Treatment** means any medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a *Physician*, including but not limited to prescribed or unprescribed medication, investigative testing and surgery. The term "treatment" does not include the unaltered use of prescribed medication for a *Medical Condition* which is *Stable*.

**Usual, Customary and Reasonable Charges** means 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*.

**Ticket** means evidence of the fare paid for travel on a *Common Carrier* and paid in full (1) by charge to *Your Account*, (2) by redemption of *Points* or (3) by a combination of (1) and (2).

**Trip** means, for a *Covered Person*, a scheduled period of time away from the *Covered Person's* Canadian province/territory of residence which includes:

1. travel by a *Common Carrier*, the fare for which has been partially or completely charged to the *Account* prior to departure; or
2. a stay in a hotel or similar accommodation, the cost of which has been partially or completely charged to the *Account* prior to departure; or
3. a package tour which has been sold as a unit and includes at least **two** of the following, the cost of which has been partially or completely charged to the *Account* prior to departure:

- a. *Common Carrier* transportation; or
- b. vehicle rental; or
- c. accommodation; or
- d. meals; or
- e. tickets or passes for sporting events or other entertainment, exhibition or comparable event; or
- f. lessons; or
- g. the services of a guide.

**You** and **Your** mean the *Insured Person* as defined in each Certificate of Insurance.

## **PART I – Rental Vehicle Benefits Certificate of Insurance**

The insurance described in this Certificate of Insurance (“Certificate”) is provided under Group Policy No. TGV009 (the “*Policy*”) issued by TD Home and Auto Insurance Company and TD Life Insurance Company to MBNA, a division of The Toronto–Dominion Bank, (the “*Bank*”), which is named in the *Policy* as the Policyholder.

### **Eligibility**

The following benefits apply when the *Cardholder* enters into a non-renewable rental agreement for a *Rental Vehicle*, where the total rental period does not exceed thirty-one (31) days, subject to exclusions and limitations. The *Rental Vehicle* must have been operated by the *Cardholder* or another person authorized to operate the *Rental Vehicle* under the rental agreement and in accordance with its conditions, when the loss occurred.

### **Coverage Period**

Insurance coverage begins as soon as the *Cardholder* or another person authorized to operate the *Rental Vehicle* under the rental agreement takes control of the *Rental Vehicle*, and ends at the earliest of:

1. the time when the car rental agency assumes control of the *Rental Vehicle*, whether it be at its place of business or elsewhere; or
2. the end of the chosen rental period; or
3. the date on which the *Cardholder’s* coverage is terminated in accordance with the “Termination of Coverage” provision set out within this *Certificate*.

## **COLLISION DAMAGE WAIVER (CDW) BENEFITS**

**Insured Person** means the *Cardholder*.

**We, Our, and Us** means TD Home and Auto Insurance Company.

All benefits are subject, in every respect, to the terms of the *Policy*. Subject to the limitations and exclusions, *You* are covered for:

1. damage to *Your Rental Vehicle*; and
2. theft of *Your Rental Vehicle* or any of its respective parts or accessories; and
3. rental agency charges for valid loss-of-use while *Your Rental Vehicle* is being repaired; and
4. reasonable and customary charges for towing *Your Rental Vehicle* to the nearest available facility.

**This coverage does not provide any form of third party automobile property damage or personal injury liability insurance.**

The amount of the benefit payable will be equal to the cost of the repair (including loss-of-use) or replacement cost of *Your Rental Vehicle* which has been damaged or stolen, less any amount or portion of the loss assumed, waived or paid by the vehicle rental agency, its insurer, or a third party insurer.

In the event of a claim, the *Cardholder* must contact the *Operations Centre* as soon as possible or within 48 hours. We will need all the following information:

- a copy of the driver's licence of the person who was driving the vehicle at the time of the accident;
- a copy of the loss/damage report *You* completed with the car rental agency;
- a copy of the police report when the loss results in damage or theft over \$500;
- a copy of *Your Mastercard* sales draft, and *Your* statement of *Account* showing the rental charge;
- the front and back of the original opened and closed-out vehicle rental agreement;
- a copy of the itemized repair estimate, final itemized repair bill and parts invoices;
- original receipt(s) for any repairs for which *You* may have paid; and
- if the loss-of-use is charged, a copy of the rental agency's daily utilization log from the date the vehicle was not available for rental, to the date the vehicle becomes available to rent.

**RENTAL VEHICLE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFITS**

**Dependent Child(ren)** means a person who:

- is an unmarried, natural child, adopted child or step-child of the *Cardholder*;
- is principally dependent on the *Cardholder* for support and is:
  - a. under twenty-one (21) years of age, or
  - b. under twenty-six (26) years of age and is a fulltime student attending a recognized college or university, or
  - c. any age, but is incapable of self-sustaining employment due to physical or mental disability and is totally reliant on the *Cardholder* or his/her *Spouse* for support and maintenance.

**Insured Person** means the *Cardholder* and, his/her *Spouse*, child(ren), parent, parent-in-law, sister or brother, while *Occupying* the *Rental Vehicle* with the *Cardholder*.

**Loss** of hand or foot means dismemberment by complete and permanent severance at or above the wrist or ankle joint. *Loss* of thumb and index finger means total loss of thumb and index finger on the same hand. *Loss* of sight must be complete, irrecoverable loss of all visual acuity and it must be the direct result of physical damage to the eye and/or optic nerve. Legal blindness is not the standard for determining *Loss* of sight under this policy. *Loss* of speech or hearing must be complete and irrecoverable.

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

We will pay the following benefit, in the event that an *Insured Person* suffers an *Accidental Bodily Injury* resulting in one of the following losses:

<b>Loss:</b>	<b>Amount of Benefit</b>	
	<b>Cardholder</b>	<b>Each Additional Insured Person</b>
Loss of Life	\$200,000	\$20,000
Loss of Both Hands or Feet	\$200,000	\$20,000
Loss of One Foot or One Hand and the Entire Sight of One Eye	\$200,000	\$20,000
Loss of Entire Sight of Both Eyes	\$200,000	\$20,000
Loss of One Hand and One Foot	\$200,000	\$20,000
Loss of Speech and Hearing	\$200,000	\$20,000
Loss of One Hand or One Foot	\$100,000	\$10,000
Loss of Entire Sight of One Eye	\$100,000	\$10,000
Loss of Speech	\$100,000	\$10,000
Loss of Hearing	\$100,000	\$10,000
Loss of Thumb and Index Finger on the Same Hand	\$50,000	\$5,000

The maximum total benefit payable, per *Account*, for any one accident is \$300,000.

In no event will duplicate or multiple *Mastercard* cards obligate *Us* to pay in excess of \$300,000 per accident.

If more than one of the described *Losses* is sustained by the *Insured Person* in any one accident, then the total maximum benefit payable for that person is limited to the greatest amount payable for any one of the *Losses* sustained.

### **Exposure and Disappearance**

If by reason of an accident covered by the *Policy* an *Insured Person* is unavoidably exposed to the elements and as a result of such exposure suffers a *Loss* for which indemnity is otherwise payable hereunder, such *Loss* will be covered under the terms of the *Policy*.

If the body of an *Insured Person* has not been found within six (6) months after the date of disappearance as the result of the sinking or wrecking of a vehicle in which the *Insured Person* was riding at the time of the accident and under such circumstances as would otherwise be covered hereunder, it will be presumed that the *Insured Person* suffered Loss of Life resulting from bodily injury caused solely by an accident.

### **Payment of Benefits**

The loss of life benefit of a *Cardholder* will be paid to the designated beneficiary. This choice must be in writing and filed with *Our Administrator*. All other benefit amounts for *Losses* suffered by the *Cardholder* are paid to the *Cardholder*.

The loss of life benefit of a *Spouse or Dependent Child(ren)* will be paid to the *Cardholder*, if living, otherwise to the designated beneficiary. This choice must be in writing and filed with *Our Administrator*. All other benefit amounts for *Losses* suffered by the *Spouse or Dependent Child(ren)* are paid to the *Spouse or Dependent Child(ren)*, except that any amount payable for *Losses* sustained by a minor will be paid to the minor's legal guardian.

If the *Cardholder* has not chosen a beneficiary, or if there is no beneficiary alive when the *Cardholder* dies, the amount payable will be paid to the *Cardholder's* estate.

## RENTAL VEHICLE PERSONAL EFFECTS BENEFITS

**Insured Person** means the *Cardholder* and his/her *Spouse*, children, parent, parent-in-law, sister or brother while travelling with the *Cardholder*.

**Dependent Child(ren)** means a person who: is an unmarried, natural child, adopted child or step-child of the *Cardholder*; is principally dependent on the *Cardholder* for support and is:

- a. under twenty-one (21) years of age, or
- b. under twenty-six (26) years of age and is a fulltime student attending a recognized college or university, or
- c. any age, but is incapable of self-sustaining employment due to physical or mental disability and is totally reliant on the *Cardholder* or his/her *Spouse* for support and maintenance.

**We, Our, and Us** means TD Home and Auto Insurance Company.

Personal effects insurance covers loss, theft or damage to your personal effects while such personal effects are in transit or in any hotel or other building, en route during a trip with the *Rental Vehicle* for the duration of an eligible rental period.

Maximum coverage during such rental period is \$1,000 for each *Insured Person*, per occurrence. Total benefits during each rental period are limited to \$2,000 per *Account*.

## GENERAL RENTAL VEHICLE EXCLUSIONS AND LIMITATIONS

This insurance does not cover certain risks. *We* will not pay benefits if a claim is directly or indirectly a result of one or more of the following:

1. **Damage** – wear and tear, gradual deterioration, mechanical breakdown, insects or vermin, inherent flaw or damage; or
2. **Violation of Rental Agreement** – operation of the *Rental Vehicle* in violation of the terms of the rental agreement; or
3. **Intentional Acts** – damage due to intentional acts, while sane or insane; or
4. **Intoxication** – any event which occurs while the concentration of alcohol in the *Insured Person's* or driver's blood exceeds 80 milligrams of alcohol in 100 millilitres of blood; or
5. **Disease** – sickness, illness, bodily or mental infirmity or disease of any kind; or
6. **Medical Complications** – medical or surgical treatment or complications arising there from, except when required as a direct result of an *Accidental Bodily Injury*; or
7. **Drugs or Poison** – any voluntary ingestion of poison, toxic substances or non-toxic substances or drugs, sedatives or narcotics, whether illicit or prescribed, in such quantity that they become toxic, or voluntary inhalation of a gas; or
8. **Illegal Trade** – transporting contraband or illegal trade; or
9. **Criminal Offence** – committing or attempting to commit a criminal offence, or committing or provoking an assault; or
10. **Off-Road Operation** – damage caused to the rental vehicle by use off of publicly maintained roads; or
11. **War or Insurrection** – declared or undeclared war, or any act of war, riot or insurrection, or service in the armed forces of any country or international organization; or
12. **Confiscation** – confiscation by order of any government or public authority; or

- 13. Seizure or Destruction** – seizure or destruction under a quarantine or customs regulation; or
- 14. Suicide** – suicide, attempted suicide or self-inflicted injury, while sane or insane.

### **COLLISION DAMAGE WAIVER EXCLUSIONS AND LIMITATIONS**

1. *You* must decline the collision damage waiver benefits (or similar provisions, such as “loss damage waiver”) offered by the car rental agency (when not prohibited by law). If such coverage is not available from the car rental agency, then CDW benefits are not available under this *Certificate*.
2. There is a lifetime CDW benefits cumulative limit of \$65,000 per *Account*.
3. This coverage does not apply to *Rental Vehicles* effectively rented for a period exceeding thirty-one (31) days.
4. This coverage will not pay for cost of any insurance offered by or purchased through the car rental agency, even if such cost is mandatory or included in the price of the vehicle rental.
5. Vehicles which belong to the following categories are not covered:
  - vans (except as defined below),
  - trucks,
  - campers or trailers,
  - off-road vehicles,
  - motorcycles, mopeds or motorbikes,
  - expensive or exotic vehicles, antique vehicles,
  - recreational vehicles,
  - leased vehicles.

An expensive or exotic vehicle is any vehicle with a market value equal to or greater than \$65,000.

An antique vehicle is one which is over twenty (20) years old or when its model has not been manufactured for ten (10) years or more.

Limousines are not covered. However, standard production models of these vehicles that are not used as limousines are not excluded provided that they are valued at less than \$65,000.

Vans are not excluded provided that they:

- a. are sport utility vehicles (SUV);
- b. are for private passenger use with seating for no more than eight (8) occupants including the driver; and
- c. do not exceed a “3/4 ton” rating;
- d. are not designed for recreational use; and
- e. are not to be used for hire by others.

### **RENTAL VEHICLE PERSONAL EFFECTS EXCLUSIONS AND LIMITATIONS**

1. Personal effects do not include money (whether paper or coin), bullion, banknotes, securities, other numismatic property, tickets or documents.
2. Computers, software and cellular telephones are not covered.
3. Benefits are not paid if loss results from *Mysterious Disappearance*.
4. Personal effects coverage is in excess of all other applicable valid insurance, indemnity or protection available to *You* in respect of the item subject to the claim. *We* will be liable only for the excess of the amount of the loss or damage over the amount covered under such

other insurance, indemnity, or protection and for the amount of any applicable deductible, only if all other insurance has been exhausted and subject to the exclusions, terms and limits of liability set out in this Certificate. This coverage will not apply as contributing insurance and this "non-contribution" shall supersede despite any "non-contribution provision" in other insurance, indemnity or protection policies or contracts.

## General Provisions for Part 1

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in Part 1:

**Claims:** Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these benefits, notify the *Operations Centre* by calling toll free 1-866-520-8827 within Canada and the U.S., or by calling +1-519-742-9356 locally, or call collect from other countries. *You* will then be sent a claim form.

**Claim Forms:** Within fifteen (15) days after the *Operations Centre* has received notice of claim, a claim form will be sent to the claimant. If the claimant does not receive the claim form, he or she will meet the requirements of this *Certificate* by sending to the *Operations Centre*:

- a. written notice describing the cause of the claim; and
- b. satisfactory proof of loss as outlined in the proof of loss provisions, within the time limit set out for proof of loss.

**Claim Filing Procedures:** As a condition to the payment of benefits under this insurance, *We* will need certain information from *You* if *You* need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

1. General Documentation
  - Receipts and itemized bills for all expenses.
  - Original of any refunds or expense allowances received from *Your* tour operator, travel agency, *Common Carrier* or other entity.
2. Collision/Loss Damage Insurance Claims
  - *Operations Centre* Loss Damage Claim Form.
  - The police report when the loss results in damage or theft over \$500
  - The vehicle rental agreement.
  - An itemized repair estimate, final itemized repair bill and parts invoices (unless *Our* representative has seen the car).
  - A copy of the driver's license of the person who was driving the *Rental Vehicle* at the time of the accident.
  - A copy of the loss/damage report *You* completed with the rental agency.
  - A copy of *Your Mastercard* sales draft or *Your* statement of *Account* showing the rental charge.
  - If loss-of-use is charged, a copy of the rental agency's daily utilization log from the date the *Rental Vehicle* was not available for rental, to the date the *Rental Vehicle* became available to rent.
3. Rental Vehicle Accidental Death and Dismemberment Benefits
  - Certified death certificate.
  - Medical records pertaining to the accident.
  - Police report or any other accident reports filed.
4. Personal Effects Benefits
  - The police report or other report to local authorities.
  - An itemization and description of the stolen or damaged items and their estimated value.

- A copy of the receipts, credit card statements, or cancelled cheques for the personal property stolen or damaged.
- Estimate of repairs, if applicable.
- Photo of the damaged item, if applicable.
- Declaration page from any other applicable insurance or a notarized statement that an *Insured* has no other insurance.
- The vehicle rental agreement.
- A copy of an *Insured's* monthly billing statement reflecting the charge for the *Rental Vehicle*.

**Notice of Claim:** Notice of Claim must be made to the *Operations Centre* within thirty (30) days of the date of the event for which benefits are being claimed. If this is not done, it must be shown that notice was sent as soon as reasonably possible.

**Currency:** All amounts stated in the *Certificate* are in Canadian currency unless otherwise indicated. If *You* have paid a covered expense, *You* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date the service was provided.

**Due Diligence:** The *Insured Person* shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the *Policy*.

**False Claim:** If an *Insured Person* makes any claim knowing it to be false or fraudulent in any respect, coverage under this *Certificate* shall cease and there shall be no payment of any claim made under this *Certificate* or 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), the *Civil Code of Quebec* (for actions or proceedings governed by the laws of Quebec), or another applicable legislation.

**Payment of Benefits:** Benefits payable under this *Certificate* will be paid within sixty (60) days of receipt of satisfactory proof of loss. This policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.

**Physical Examination:** *We* have the right to investigate the circumstances of *Loss* and to require a medical examination; and in the event of death to require an autopsy if not prohibited by law.

**Proof of Loss:** *Your* completed claim form together with written proof of loss must be sent to the *Operations Centre* within ninety (90) days of the date a claim arises. Failure to give notice of claim or furnish proof of loss within the time prescribed does not invalidate the claim if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed and if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date of the event for which benefits are being claimed.

**Subrogation:** Following *Our* payment of an *Insured Person's* claim for loss or damage, *We* shall be subrogated to the extent of the cost of such payment, to all of the rights and remedies of the *Insured Person* against any party in respect of such loss or damage, and shall be entitled at *Our* own expense to sue in the name of the *Insured*

*Person. The Insured Person shall give Us all such assistance as We may reasonably require to secure Our rights and remedies, including the execution of all documents necessary to enable Us to bring suit in the name of the Insured Person.*

**Termination of Coverage:** An *Insured Person's* coverage will automatically terminate on the earliest of the following, the date when: an *Insured Person* for any reason ceases to fall within the description of *Insured Person*; the *Policy* is terminated as provided in the *Policy*; the *Bank* receives notice that the *Primary Cardholder* wishes to cancel the *Account*; the *Primary Cardholder's Account* ceases to be in *Good Standing*. No losses incurred after such termination date will be paid.

## **PART 2 – Common Carrier Accidental Death and Dismemberment (AD&D) Benefits Certificate of Insurance**

The insurance described in this Certificate of Insurance ("Certificate") is provided under Group Policy No. TGV008 (the "*Policy*") issued by TD Life Insurance Company to MBNA, a division of The Toronto-Dominion Bank, (the "*Bank*"), which is named in the *Policy* as the Policyholder.

**Dependent Child(ren)** means a person who: is an unmarried, natural child, adopted child or step-child of the *Cardholder*; is principally dependent on the *Cardholder* for support and is:

- a. under twenty-one (21) years of age, or
- b. under twenty-six (26) years of age and is a fulltime student attending a recognized college or university, or
- c. any age, but is incapable of self-sustaining employment due to physical or mental disability and is totally reliant on the *Cardholder* or his/her *Spouse* for support and maintenance.

**Insured Person** means the *Cardholder*, *Cardholder's Spouse*, and *Cardholder's Dependent Child(ren)* whose full fare or a portion thereof, for travel on a *Common Carrier* has been charged to the *Account*.

**Loss of hand or foot** means dismemberment by complete and permanent severance at or above the wrist or ankle joint. Loss of thumb and index finger means total loss of thumb and index finger on the same hand. Loss of sight must be complete, irrecoverable loss of all visual acuity and it must be the direct result of physical damage to the eye and/or optic nerve. Legal blindness is not the standard for determining Loss of sight under this policy. Loss of speech or hearing must be complete and irrecoverable.

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

### **Coverage Eligibility**

The following benefits apply when the *Cardholder* charges all or part of the cost of an *Insured Person's* fare for travel on a *Common Carrier* to the *Account* prior to departure.

### **Coverage Period**

The coverage is in effect while travelling on a *Trip*. The coverage ceases at the end of the *Insured Person's Trip* or on the date on which the *Cardholder's* coverage terminates under this *Certificate* in accordance with the "Termination of Coverage" provisions set out in this *Certificate*.

The maximum total benefit payable, per *Account*, for any one accident shall be \$1,000,000. In no event will duplicate or multiple *Mastercard* cards obligate *Us* in excess of \$1,000,000 per accident.

We will pay this benefit in the event that an *Insured Person*, while travelling as a passenger on a *Common Carrier* during a *Trip* or while travelling as a passenger on any *Common Carrier* to and from the airport, bus, train or ship terminal where the *Trip* begins or ends, suffers an *Accidental Bodily Injury* resulting in one of the following *Losses*:

<b>Loss:</b>	<b>Amount of Benefit</b>
Loss of Life	\$1,000,000
Loss of Both Hands or Feet	\$1,000,000
Loss of One Foot or One Hand and the Entire Sight of One Eye	\$1,000,000
Loss of Entire Sight of Both Eyes	\$1,000,000
Loss of One Hand and One Foot	\$1,000,000
Loss of Speech and Hearing	\$1,000,000
Loss of One Hand or One Foot	\$500,000
Loss of Entire Sight of One Eye	\$500,000
Loss of Speech	\$500,000
Loss of Hearing	\$500,000
Loss of Thumb and Index Finger on the Same Hand	\$250,000

If more than one of the described *Losses* is sustained by an *Insured Person* in any one accident, then the maximum total benefit payable for that person is limited to the greatest amount payable for any one of the *Losses* sustained.

**Exposure and Disappearance** If by reason of an accident covered by the *Policy* an *Insured Person* is unavoidably exposed to the elements and as a result of such exposure suffers a *Loss* for which indemnity is otherwise payable hereunder, such *Loss* will be covered under the terms of the *Policy*.

If the body of an *Insured Person* has not been found within six (6) months after the date of disappearance as the result of the sinking or wrecking of a *Common Carrier* in which the *Insured Person* was riding at the time of the accident and under such circumstances as would otherwise be covered hereunder, it will be presumed that the *Insured Person* suffered *Loss of Life* resulting from bodily injury caused solely by an accident.

### **Payment of Benefits**

The loss of life benefit of a *Cardholder* will be paid to the designated beneficiary. This choice must be in writing and filed with *Our Administrator*. All other benefit amounts for *Losses* suffered by the *Cardholder* are paid to the *Cardholder*.

The loss of life benefit of a *Spouse* or *Dependent Child(ren)* will be paid to the *Cardholder*, if living, otherwise to the designated beneficiary. This choice must be in writing and filed with *Our Administrator*. All other benefit amounts for *Losses* suffered by the *Spouse* or *Dependent Child(ren)* are paid to the *Spouse* or *Dependent Child(ren)*, except that any amount payable for *Losses* sustained by a minor will be paid to the minor's legal guardian.

If the *Cardholder* has not chosen a beneficiary, or if there is no beneficiary alive when the *Insured Person* dies, the amount payable will be paid to the *Cardholder's* estate.

### **COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT EXCLUSIONS AND LIMITATIONS**

This insurance (Common Carrier Accidental Death and Dismemberment) does not cover certain risks.

We will not pay benefits if the *Insured Person's Loss* is directly or indirectly a result of one or more of the following:

- 1. Disease** – sickness, illness, bodily or mental infirmity or disease of any kind; or
- 2. Suicide** – suicide, attempted suicide or self-inflicted injury while sane or insane; or
- 3. War or Insurrection** – declared or undeclared war, or any act of war, riot or insurrection, or service in the armed forces of any country or international organization; or
- 4. Intoxication** – any event which occurs while the concentration of alcohol in the *Insured Person's* blood exceeds 80 milligrams of alcohol in 100 millilitres of blood; or
- 5. Drugs or Poison** – any voluntary ingestion of poison, toxic substances or non-toxic substances or drugs, sedatives or narcotics, whether illicit or prescribed, in such quantity that they become toxic, or voluntary inhalation of a gas; or
- 6. Criminal Offence** – committing or attempting to commit a criminal offence, or committing or provoking an assault; or
- 7. Medical Complications** – medical or surgical treatment or complications arising there from, except when required as a direct result of an *Accidental Bodily Injury*.

We will not pay any benefit under this Certificate which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or any other applicable jurisdiction.

## General Provisions for Part 2

Unless otherwise expressly provided herein or in the *Policy*, the following general provisions apply to the benefits described in Part 2:

**Claims:** Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these benefits, notify the *Operations Centre* by calling toll free 1-866-520-8827 within Canada and the U.S., or by calling +1-519-742-9356 locally, or call collect from other countries. *You* will then be sent a claim form.

**Claim Filing Procedures:** As a condition to the payment of benefits under this insurance, *We* will need certain information from *You* if *You* need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

1. General Documentation
  - Receipts and itemized bills for all expenses.
  - Original of any refunds or expense allowances received from *Your* tour operator, travel agency, *Common Carrier* or other entity.
2. Common Carrier Accidental Death and Dismemberment Benefits
  - Certified death certificate.
  - Medical records pertaining to the accident.
  - Police report or any other accident reports filed.

**Claim Forms:** Within fifteen (15) days after the *Operations Centre* has received notice of claim, a claim form will be sent to the claimant. If the claimant does not receive the claim form, he or she will meet the requirements of this *Certificate* by sending to the *Operations Centre*:

- a. written notice describing the cause of the claim; and
- b. satisfactory proof of loss as outlined in the proof of loss provisions, within the time limit set out for proof of loss.

**Notice of Claim:** Notice of Claim must be made to the *Operations Centre* within thirty (30) days of the date of the event for which benefits are being claimed. If this is not done, it must be shown that notice was sent as soon as reasonably possible.

**Currency:** All amounts stated in the *Certificate* are in Canadian currency unless otherwise indicated. If *You* have paid a covered expense, *You* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date the service was provided.

**Due Diligence:** The *Insured Person* shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the *Policy*.

**False Claim:** If an *Insured Person* makes any claim knowing it to be false or fraudulent in any respect, coverage under this *Certificate* shall cease and there shall be no payment of any claim made under this *Certificate* or 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), the *Civil Code of Quebec* (for actions or proceedings governed by the laws of Quebec), or another applicable legislation.

**Payment of Benefits:** Benefits payable under this *Certificate* will be paid within sixty (60) days of receipt of satisfactory proof of loss. This policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.

**Physical Examination:** We have the right to investigate the circumstances of *Loss* and to require a medical examination; and in the event of death to require an autopsy if not prohibited by law.

**Proof of Loss:** *Your* completed claim form together with written proof of loss must be sent to the *Operations Centre* within ninety (90) days of the date a claim arises. Failure to give notice of claim or furnish proof of loss within the time prescribed does not invalidate the claim if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed and if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date of the event for which benefits are being claimed.

**Subrogation:** Following *Our* payment of an *Insured Person's* claim for loss or damage, *We* shall be subrogated to the extent of the cost of such payment, to all of the rights and remedies of the *Insured Person* against any party in respect of such loss or damage, and shall be entitled at *Our* own expense to sue in the name of the *Insured Person*. The *Insured Person* shall give *Us* all such assistance as *We* may reasonably require to secure *Our* rights and remedies, including the execution of all documents necessary to enable *Us* to bring suit in the name of the *Insured Person*.

**Termination of Coverage:** An *Insured Person's* coverage will automatically terminate on the earliest of the following, the date when: an *Insured Person* for any reason ceases to fall within the description of *Insured Person*; the *Policy* is terminated as provided in the *Policy*; the *Bank* receives notice that the *Primary Cardholder* wishes to cancel the *Account*; the *Primary Cardholder's Account* ceases to be

in *Good Standing*. No losses incurred after such termination date will be paid.

## **PART 3 – Unexpected Return Home Benefits Certificate of Insurance**

The insurance described in this Certificate of Insurance (“Certificate”) is provided under Group Policy No. TGV014 (the “*Policy*”) issued by TD Home and Auto Insurance Company to MBNA, a division of The Toronto-Dominion Bank, (the “*Bank*”), which is named in the *Policy* as the Policyholder.

**Dependent Child(ren)** means a person who: is an unmarried, natural child, adopted child or step-child of the *Cardholder*; is principally dependent on the *Cardholder* for support and is:

- a. under twenty-one (21) years of age, or
- b. under twenty-six (26) years of age and is a fulltime student attending a recognized college or university, or
- c. any age, but is incapable of self-sustaining employment due to physical or mental disability and is totally reliant on the *Cardholder* or his/her *Spouse* for support and maintenance.

**Insured Person** means the *Cardholder*, *Cardholder's Spouse* and/or *Cardholder's Dependent Child(ren)*.

**We, Our** and **Us** means TD Home and Auto Insurance Company.

### **Coverage Eligibility**

The following benefits apply when the *Cardholder* charges all or part of the cost of an *Insured Person's* fare for travel on a *Common Carrier* to the *Account* prior to departure.

### **Coverage Period**

The coverage is in effect while travelling on a *Trip*. The coverage ceases at the end of the *Insured Person's Trip* or on the date on which the *Cardholder's* coverage terminates under this *Certificate* in accordance with the “Termination of Coverage” provisions set out in this *Certificate*.

In the event of the death of an immediate relative (spouse, child including adopted children, parent, legal guardian, parent-in-law, brother or sister including step brothers or sisters, grandparents, grandchildren, daughter-in-law, son-in-law, brother-in-law, sister-in-law) while *You* are on a *Trip*, *We* will reimburse the *Cardholder* for the lesser of the additional charges to change *Your* ticket or to purchase a one-way economy fare by a *Common Carrier* to return *You* to *Your* province/territory of residence up to a maximum of \$2,000 per *Insured Person* for a maximum total of \$25,000 total per Covered *Trip* for all *Insured Persons* on the same *Covered Trip*.

### **Unexpected Return Home Exclusions and Limitations**

There will be no reimbursement for the cost of any additional travel insurance or any expenses for which *You* are entitled to receive any form of compensation, including but not limited to credits and vouchers.

*You* must call the *Operations Centre* for help in making the necessary arrangements, failure to do so may result in *Your* claim being delayed or denied.

### **General Provisions for Part 3**

Unless otherwise expressly provided herein or in the *Policy*, the following general provisions apply to the benefits described in Part 3:

**Claims:** Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these benefits, notify the *Operations*

Centre by calling toll free 1-866-520-8827 within Canada and the U.S., or by calling +1-519-742-9356 locally, or call collect from other countries. You will then be sent a claim form.

**Claim Filing Procedures:** As a condition to the payment of benefits under this insurance, We will need certain information from You if You need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

1. General Documentation

- Receipts and itemized bills for all expenses.
- Original of any refunds or expense allowances received from Your tour operator, travel agency, Common Carrier or other entity.

2. Unexpected Return Home Benefits

- A copy of the immediate family member's death certificate.

**Claim Forms:** Within fifteen (15) days after the Operations Centre has received notice of claim, a claim form will be sent to the claimant. If the claimant does not receive the claim form, he or she will meet the requirements of this Certificate by sending to the Operations Centre:

- a. written notice describing the cause of the claim; and
- b. satisfactory proof of loss as outlined in the proof of loss provisions, within the time limit set out for proof of loss.

**Notice of Claim:** Notice of Claim must be made to the Operations Centre within thirty (30) days of the date of the event for which benefits are being claimed. If this is not done, it must be shown that notice was sent as soon as reasonably possible.

**Currency:** All amounts stated in the Certificate are in Canadian currency unless otherwise indicated. If You have paid a covered expense, You will be reimbursed in Canadian currency at the prevailing rate of exchange on the date the service was provided.

**Due Diligence:** The Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the Policy.

**False Claim:** If an Insured Person makes any claim knowing it to be false or fraudulent in any respect, coverage under this Certificate shall cease and there shall be no payment of any claim made under this Certificate or 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), the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or another applicable legislation.

**Payment of Benefits:** Benefits payable under this Certificate will be paid within sixty (60) days of receipt of satisfactory proof of loss. This policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.

**Proof of Loss:** Your completed claim form together with written proof of loss must be sent to the Operations Centre within ninety (90) days of the date a claim arises. Failure to give notice of claim or furnish proof of loss within the time prescribed does not invalidate the claim if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed and if the notice or proof is given

or furnished as soon as reasonably possible, and in no event later than one (1) year from the date of the event for which benefits are being claimed.

**Subrogation:** Following *Our* payment of an *Insured Person's* claim for loss or damage, *We* shall be subrogated to the extent of the cost of such payment, to all of the rights and remedies of the *Insured Person* against any party in respect of such loss or damage, and shall be entitled at *Our* own expense to sue in the name of the *Insured Person*. The *Insured Person* shall give *Us* all such assistance as *We* may reasonably require to secure *Our* rights and remedies, including the execution of all documents necessary to enable *Us* to bring suit in the name of the *Insured Person*.

**Termination of Coverage:** An *Insured Person's* coverage will automatically terminate on the earliest of the following, the date when: an *Insured Person* for any reason ceases to fall within the description of *Insured Person*; the *Policy* is terminated as provided in the *Policy*; the *Bank* receives notice that the *Primary Cardholder* wishes to cancel the *Account*; the *Primary Cardholder's Account* ceases to be in *Good Standing*. No losses incurred after such termination date will be paid.

## **PART 4 – Purchase Assurance and Extended Warranty Certificate of Insurance**

The insurance described in this Certificate of Insurance ("Certificate") is provided under Group Policy No. TGV012 (the "*Policy*") issued by TD Home and Auto Insurance Company to MBNA, a division of The Toronto-Dominion Bank, (the "*Bank*"), which is named in the *Policy* as the Policyholder.

### **PURCHASE ASSURANCE**

**Insured Person** means the *Cardholder*.

**We, Our and Us** means TD Home and Auto Insurance Company.

#### **Coverage Eligibility**

The following benefits apply when *You* charge the full cost of covered personal property items to *Your Account* or if *You* purchase an item using an access cheque issued in connection with *Your Account*.

**Coverage Period** Insurance coverage ends at the earliest of ninety (90) days from the date of purchase, subject to the terms and conditions of this *Certificate*, or the date on which *Your* coverage is terminated in accordance with the "Termination of Coverage" provision set out in this *Certificate*.

This insurance covers against theft of or damage to covered personal property items purchased by *You*, anywhere in the world to the extent that such items are not otherwise protected or insured in whole or in part. If such item is stolen or damaged, it will be repaired, replaced or *You* will be reimbursed the purchase price (not including taxes), at *Our* discretion.

### **PURCHASE ASSURANCE EXCLUSIONS AND LIMITATIONS**

1. The following items are not covered:
  - a. travellers cheques, money (paper or coin), tickets, bullion, bank notes, negotiable instruments or other numismatic property;
  - b. documents;
  - c. animals or living plants;
  - d. mail order purchase until delivered and accepted by the *Cardholder*;
  - e. golf balls;

- f. automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawnmowers, golf carts, lawn tractors, trailers or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts or accessories.
2. Computers, software, their parts and accessories are collectively considered one item. Coverage for such an item is limited to \$1,000 per loss.
3. Jewelry and fine art (art objects) are collectively considered one item. Coverage is limited to \$500 for each item per loss.
4. There is a lifetime total accumulative limit of \$60,000 per *Account*.
5. Where a covered item is part of a pair or set, *You* will receive no more than the value of the particular part or parts stolen or damaged, regardless of any special value that the item may have as part of an aggregate purchase price of such pair or set.
6. The *Operations Centre*, may, at its sole option, elect to a) repair, rebuild or replace the item stolen or damaged (whether wholly or in part), upon notifying *You* of its intention to do so within sixty (60) days following receipt of the required proof of loss; or b) reimburse *You* for the item, not exceeding the purchase price (not including taxes).
7. *You* will be entitled to receive no more than the purchase price (not including taxes) of the protected item as recorded on the *Mastercard* sales receipt.

## **EXTENDED WARRANTY**

**Insured Person** means the *Cardholder*.

**We, Our and Us** means TD Home and Auto Insurance Company.

### **Coverage Eligibility**

The following benefits apply when *You* charge the full cost of an item to *Your Account*. Regardless of where the item is purchased, it must have a warranty valid in Canada. The coverage is available automatically, without registration, where the original manufacturer's warranty does not exceed 5 years.

Where the original manufacturer's warranty exceeds 5 years, the item must be registered within one year of the date of purchase with the *Operations Centre*. *You* must provide the following to register the item:

- copy of the vendor sales receipt
- customer copy of the *Mastercard* sales receipt
- serial number of the item (if available)
- original manufacturer's warranty valid in Canada
- description of the item.

This insurance will extend the original manufacturer's warranty for repair services by doubling the period provided by the original manufacturer. The maximum warranty extension available is one year. Terms of the extension will be in accordance with the original manufacturer's warranty (excluding any extended warranty offered by the manufacturer or any other party).

## **EXTENDED WARRANTY EXCLUSIONS AND LIMITATIONS**

1. The Extended warranty ends automatically when the original manufacturer ceases to carry on business for any reason whatsoever.
2. The following items are not covered: a) used items, b) automobiles,

trailers, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawnmowers, golf carts, lawn tractors or any other motorized vehicles (except for miniature electrically powered vehicles intended for children) or any of their respective parts or accessories.

3. The extended warranty applies only to any parts and/or labour costs resulting from mechanical breakdown or failure of a covered item, or any other obligations that were specifically covered under the terms of the original manufacturer's warranty that is valid in Canada.

## **GENERAL PURCHASE ASSURANCE AND EXTENDED WARRANTY EXCLUSIONS AND LIMITATIONS**

1. Claims resulting from the following are not covered:
  - a. fraud;
  - b. abuse;
  - c. hostilities of any kind (including war, invasion, rebellion, insurrection), confiscation by authorities; risks of contraband;
  - d. illegal activities;
  - e. normal wear and tear;
  - f. flood, earthquake, radioactive contamination;
  - g. *Mysterious Disappearance*
  - h. inherent product defects;
  - i. modifications or repairs to items or attempts thereof.
2. Eligible items which *You* give as a gift are covered, however; *You*, not the recipient, must make the claim for benefits. Items which have been sent by mail are not covered until they have been received by the recipient.
3. Bodily injury, property damages, consequential damages, punitive damages, exemplary damages and attorney's fees are not covered.
4. Copies of receipts and other documents described in this *Certificate* must be presented by *You* to file a valid claim.
5. *You* must notify the *Operations Centre* immediately after learning of any loss or occurrence. Upon receipt of such notice, the *Operations Centre* will provide *You* with the appropriate claim forms.
6. No other person or entity shall have any right, remedy or claim (legal or equitable) to these benefits. *You* shall not assign these benefits other than benefits for gifts as expressly provided in this *Certificate*.
7. At the sole discretion of the *Operations Centre*, *You* may be required to send at *Your* own expense, the damaged item on which a claim is based to an address designated by the *Operations Centre*.
8. Purchase benefits are only available to the extent that the item in question is not otherwise protected or insured in whole or in part. Benefits are in excess of all other applicable valid insurance, indemnity protection or warranty available to the *Cardholder* in respect of the item subject to the claim. *We* will only be liable for the excess of the amount of the loss or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other insurance has been exhausted and subject to the exclusions, terms and limits of liability set out in this *Certificate*. This coverage will not apply as contributing insurance and this "non-contribution" shall prevail despite any "non-contribution provision" in other insurance, indemnity or protection policies or contracts.

## General Provisions for Part 4

Unless otherwise expressly provided herein or in the *Policy*, the following general provisions apply to the benefits described in Part 4:

**Claims:** Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these benefits, notify the *Operations Centre* by calling toll free 1-866-520-8827 within Canada and the U.S., or by calling +1-519-742-9356 locally, or call collect from other countries. *You* will then be sent a claim form.

**Claim Filing Procedures:** As a condition to the payment of benefits under this insurance, *We* will need certain information from *You* if *You* need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

1. General Documentation
  - Receipts and itemized bills for all expenses.
2. Purchase Assurance
  - A copy of the store receipt for the item purchased.
  - A copy of an *Insured's* monthly billing statement reflecting the item purchased.
  - Original police report or other report to local authorities.
  - Estimate of repairs, if applicable.
  - Photo of the damaged item, if applicable.
  - Declaration's page from any other applicable insurance or a notarized statement that an *Insured* has no other insurance.
3. Extended Warranty
  - A copy of the store receipt for the item purchased.
  - A copy of an *Insured's* monthly billing statement reflecting the item purchased.
  - A copy of the manufacturer's original Canadian warranty.
  - A copy of the repair bill or estimate from the manufacturer's authorized repair facility.

**Claim Forms:** Within fifteen (15) days after the *Operations Centre* has received notice of claim, a claim form will be sent to the claimant. If the claimant does not receive the claim form, he or she will meet the requirements of this *Certificate* by sending to the *Operations Centre*:

- a. a written notice describing the cause of the claim; and
- b. satisfactory proof of loss as outlined in the proof of loss provisions, within the time limit set
- c. out for proof of loss.

**Notice of Claim:** Notice of Claim must be made to the *Operations Centre* within thirty (30) days of the date of the event for which benefits are being claimed. If this is not done, it must be shown that notice was sent as soon as reasonably possible.

**Currency:** All amounts stated in the *Certificate* are in Canadian currency unless otherwise indicated. If *You* have paid a covered expense, *You* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date the service was provided.

**Due Diligence:** The *Insured Person* shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the *Policy*.

**False Claim:** If an *Insured Person* makes any claim knowing it to be false or fraudulent in any respect, coverage under this *Certificate* shall cease and there shall be no payment of any claim made under this *Certificate* or 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), the *Civil Code of Quebec* (for actions or proceedings governed by the laws of Quebec), or another applicable legislation.

**Payment of Benefits:** Benefits payable under this *Certificate* will be paid within sixty (60) days of receipt of satisfactory proof of loss. This policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.

**Proof of Loss:** *Your* completed claim form together with written proof of loss must be sent to the *Operations Centre* within ninety (90) days of the date a claim arises. Failure to give notice of claim or furnish proof of loss within the time prescribed does not invalidate the claim if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed and if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date of the event for which benefits are being claimed.

**Subrogation:** Following *Our* payment of an *Insured Person's* claim for loss or damage, *We* shall be subrogated to the extent of the cost of such payment, to all of the rights and remedies of the *Insured Person* against any party in respect of such loss or damage, and shall be entitled at *Our* own expense to sue in the name of the *Insured Person*. The *Insured Person* shall give *Us* all such assistance as *We* may reasonably require to secure *Our* rights and remedies, including the execution of all documents necessary to enable *Us* to bring suit in the name of the *Insured Person*.

**Termination of Coverage:** An *Insured Person's* coverage will automatically terminate on the earliest of the following, the date when: an *Insured Person* for any reason ceases to fall within the description of *Insured Person*; the *Policy* is terminated as provided in the *Policy*; the *Bank* receives notice that the *Primary Cardholder* wishes to cancel the *Account*; the *Primary Cardholder's Account* ceases to be in *Good Standing*. No losses incurred after such termination date will be paid.

## **PART 5 – Legal Assistance**

This is not an insurance benefit. This is a service provided by our *Administrator*. Any payments made by *Our Administrator* will be charged to *Your Mastercard* card.

**Dependent Child(ren)** means a person who: is an unmarried, natural child, adopted child or step-child of the *Cardholder*; is principally dependent on the *Cardholder* for support and is:

- a. under twenty-one (21) years of age, or
- b. under twenty-six (26) years of age and is a fulltime student attending a recognized college or university, or
- c. any age, but is incapable of self-sustaining employment due to physical or mental disability and is totally reliant on the *Cardholder* or his/her *Spouse* for support and maintenance.

**Insured Person** means the *Cardholder*, and *Cardholder's Spouse* and/or *Cardholder's Dependent Child(ren)*.

## Coverage Eligibility

No need to use *Your Mastercard card* to be eligible for the following service.

## Coverage Period

The following service is available to *You* until such time as *Your* coverage is terminated in accordance with the "Termination of Coverage" provision set out in this *Certificate*.

If while travelling *You* require legal assistance, *You* can call the *Operations Centre* for referral to a local legal advisor and/or for assistance with arrangements for the posting of bail and the payment of legal fees, to a maximum of \$5,000, which will be charged to the *Account* (subject to credit availability).

## General Provisions for Part 5

Unless otherwise expressly provided herein or in the *Policy*, the following general provisions apply to the benefits described in Part 5:

**Currency:** All amounts stated in the *Certificate* are in Canadian currency unless otherwise indicated. If *You* have paid a covered expense, *You* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date the service was provided.

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

**Termination of Coverage:** An *Insured Person's* coverage will automatically terminate on the earliest of the following, the date when: an *Insured Person* for any reason ceases to fall within the description of *Insured Person*; the *Policy* is terminated as provided in the *Policy*; the *Bank* receives notice that the *Primary Cardholder* wishes to cancel the *Account*; the *Primary Cardholder's Account* ceases to be in *Good Standing*. No losses incurred after such termination date will be paid.

## PART 6 – Trip Assistance

This is not an insurance benefit. This is a service provided by our *Administrator*. Any payments made by Our *Administrator* will be charged to *Your Mastercard card*.

**Dependent Child(ren)** means a person who: is an unmarried, natural child, adopted child or step-child of the *Cardholder*; is principally dependent on the *Cardholder* for support and is:

- under twenty-one (21) years of age, or
- under twenty-six (26) years of age and is a fulltime student attending a recognized college or university, or
- any age, but is incapable of self-sustaining employment due to physical or mental disability and is totally reliant on the *Cardholder* or his/her *Spouse* for support and maintenance.

**Insured Person** means the *Cardholder*, *Cardholder's Spouse* and/or *Cardholder's Dependent Child(ren)*.

## Coverage Eligibility

No need to use *Your Mastercard card* to be eligible for the following services.

**Coverage Period** The following services are available to *You* until such time as *Your* coverage is terminated in accordance with the "Termination of Coverage" provision set out in this *Certificate*.

### **1. Emergency Cash Transfer**

When *You* are travelling away from home, the *Operations Centre* will help *You* to obtain an emergency cash transfer which will be charged to the *Account* (subject to credit availability, to a maximum of \$5,000) or payment for such costs will be arranged, if reasonably possible, through family or friends if it cannot be charged to the *Account*.

### **2. Lost Document and Ticket Replacement**

The *Operations Centre* will help *You* replace lost or stolen travel documents. The cost of obtaining replacement documents will be charged to the *Account* (subject to credit availability) or payment for such costs will be arranged, if reasonably possible, through family or friends if they cannot be charged to the *Account*.

### **3. Lost Baggage Assistance**

The *Operations Centre* will help *You* locate or replace lost or stolen luggage and personal effects. The cost of obtaining replacement luggage and personal effects will be charged to the *Account* (subject to credit availability) or payment for such costs will be arranged, if reasonably possible, through family or friends if they cannot be charged to the *Account*.

### **4. Pre-Trip Information**

*You* can call the *Operations Centre* to obtain information regarding passport and visa regulations and vaccination and inoculation requirements for the country to which *You* are travelling.

### **5. Operations Centre – Assistance Services**

The services described above to be provided by the *Operations Centre* and assistance services only, not insurance benefits. Assistance services may not be available in countries where there is political unrest or which *Operations Centre* determines to be unsafe. In order to access these services from anywhere in Canada or the U.S., call toll-free 1-866-520-8827. From elsewhere call collect +1-519-742-9356.

### **General Provisions for Part 6**

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in Part 6:

**Currency:** All amounts stated in the *Certificate* are in Canadian currency unless otherwise indicated. If *You* have paid a covered expense, *You* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date the service was provided.

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

**Termination of Coverage:** An *Insured Person's* coverage will automatically terminate on the earliest of the following, the date when: an *Insured Person* for any reason ceases to fall within the description of *Insured Person*; the *Policy* is terminated as provided in the

*Policy*; the *Bank* receives notice that the *Primary Cardholder* wishes to cancel the *Account*; the *Primary Cardholder's Account* ceases to be in *Good Standing*. No losses incurred after such termination date will be paid.

## **PART 7 – Delayed & Lost Baggage Certificate of Insurance**

The insurance described in this Certificate of Insurance ("Certificate") is provided under Group Policy No. TGV017 (the "*Policy*") issued by TD Home and Auto Insurance Company to MBNA, a division of The Toronto-Dominion Bank, (the "*Bank*"), which is named in the *Policy* as the Policyholder.

The coverage *Certificate* below applies to the *Mastercard* which will be referred to as a "*Mastercard*" or "*Card*" throughout the *Certificate*.

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

**Dependent Child(ren)** means *Cardholder's* natural, legally adopted, or step-children who are:

- unmarried;
- dependent on *Cardholder* 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.

**We, Our** and **Us** means TD Home and Auto Insurance Company.

### **Section 1 – Who is covered**

The *Covered Person*.

### **Section 2 – What are the Coverages**

#### A. Delayed Baggage

In the event of a *Baggage Delay*, the *Cardholder* will be reimbursed for the cost to replace *Essential Items* provided those purchases are made before the baggage is returned to the *Covered Person* but in no event more than ninety-six (96) hours after arriving at the *Final Destination*. The benefits payable is subject to a maximum of \$1,000 per *Covered Person* per *Trip*.

#### B. Lost Baggage

In the event the *Common Carrier* never locates the *Covered Person's Checked Baggage*, the *Cardholder* 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 benefits payable is subject to a maximum of \$1,000 per *Covered Person* per *Trip*.

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, the *Cardholder* must pay for the *Ticket* in full using their *Mastercard*. Coverage will be in force while baggage is in the custody of the *Common Carrier*.

### **Section 3 – Termination of Coverage**

Coverage terminates on the earliest of the following:

1. When the *Account* is closed;
2. When the *Account* is ninety (90) or more days past due, but coverage is automatically reinstated when the *Account* is returned to good standing;

3. When the *Policy* is cancelled except that the Insurer will remain liable for the claim if the event giving rise to the claim occurred prior to the effective termination date and the claim is otherwise valid.

#### **Section 4 – Exclusion and Limitations**

No coverage is provided for:

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

#### **Section 5 – Claims**

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

##### **A. Initial Notification**

If the *Covered Person* has incurred a claim covered under Delayed & Lost Baggage Insurance, the *Cardholder* must give notice by contacting the *Administrator* within forty-five (45) days from the date of the occurrence of the delay. Call toll-free between 8:00 a.m. and 8:00 p.m. Eastern Time, Monday to Friday: 1-866-520-8827 or +1-519-742-9356.

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

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

##### **B. Written Proof**

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

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

- a copy of the *Ticket*;
- a copy of the baggage claim ticket;
- a copy of the *Account* charge receipt or *Mastercard* statement for the cost of the *Ticket* and/or proof of redemption;
- a copy of a statement from the *Covered Person's* homeowner's or tenant's insurance carrier indicating the extent to which the *Covered Person* has been reimbursed for any items permanently lost with the *Covered Person's* baggage;
- itemized receipts for actual expenses incurred for essential clothing and toiletries;
- written statement from the *Common Carrier* confirming all of the following specifics:
  - date and time of delay or loss;
  - date and time that baggage was returned, or if not returned, a statement of the amount of liability accepted by the *Common Carrier*, if any;
- reason or circumstances surrounding the delay or loss; and
- any other information reasonably required by *Our Administrator*.

## **Section 6 – General Provisions for Part 7**

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in Part 7:

No legal action may be brought to recover on the Policy until sixty (60) days after the Insurer has been given written proof of loss. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

### **Benefits *Cardholder* Only**

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

### **False Claim**

If a *Cardholder* makes any claim knowing it to be false or fraudulent in any respect, such *Cardholder* 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 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* (for actions or proceedings governed by the laws of Alberta and 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 those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

### **Other Insurance**

The coverage provided by the Insurer is issued strictly as excess coverage and does not apply as contributing insurance; it will reimburse the *Cardholder* only to the extent a permitted claim exceeds coverage and payment under Other Insurance, regardless of whether the Other Insurance contains provisions purporting to make its coverage non-contributory or excess. The Policy also provides coverage for the amount of the deductible of Other Insurance.

### **Policy**

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

### **Subrogation with Respect to Lost Baggage**

As a condition to the payment of any claim to a *Cardholder* under the Policy, the *Cardholder* 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 *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* and/or *Covered Person*.

## **Part 8 – Flight/Trip Delay Certificate of Insurance**

The insurance described in this Certificate of Insurance ("*Certificate*") is provided under Group Policy No. TGV019 (the "*Policy*") issued by TD Home and Auto Insurance Company to MBNA, a division of

The Toronto-Dominion Bank, (the "*Bank*"), which is named in the *Policy* as the Policyholder.

*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.

**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 Points*.

**Dependent Child(ren)** means *Cardholder's* natural, adopted, or step-children who are:

- unmarried;
- dependent on *Cardholder* 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.

**We, Our and Us** means TD Home and Auto Insurance Company.

### **Section 1 – \$500 Flight/Trip Delay Coverage**

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

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

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

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

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

## Section 2 – Claims

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

To report *Your* claim, please call 1-866-520-8827 or +1-519-742-9356.

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

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

- a copy of the *Common Carrier* ticket;
- a copy of the *Account* charge receipt or *Mastercard* 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 the *Covered Person's* Flight/Trip Delay;
- written statement from the *Common Carrier* confirming the date and time of the *Common Carrier* delay;
- reason or circumstances surrounding the delay; and
- any other information reasonably required by our *Administrator*.

## Section 3 – Individual Termination of Insurance

The insurance coverage of the *Covered Person* shall terminate on the earliest of the following:

- a. the date the *Policy* is terminated
- b. the expiration of the *Policy* term for which premium has been paid
- c. the date the *Account* is cancelled or the *Account* privileges are terminated.

## Section 4 – General Provisions for Part 8

Unless otherwise expressly provided herein or in the *Policy*, the following general provisions apply to the benefits described in Part 8:

**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.

**Policy:** This certificate is a description of coverage provided by the *Policy* issued to The Toronto-Dominion Bank. All terms and conditions of the *Policy* govern. In no event does possession of multiple certificates or *Mastercard Accounts* entitle an *Insured Person* to benefits in excess of those described herein.

**Legal Action Limitation Period**

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* (for actions or proceedings governed by the laws of Alberta and 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 those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

## PART 9 – Travel Medical Certificate of Insurance

TD Life Insurance Company ("*TD Life*") provides the insurance for this Certificate of Insurance ("*Certificate*") under Group Policy No. **TGV016** (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.

### IMPORTANT NOTICE – READ CAREFULLY BEFORE YOU TRAVEL

*You* have purchased travel insurance coverage – what's next? *We* want *You* to understand (and it is in *Your* best interests 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 1-866-520-8827 or +1-519-742-9356 (collect) 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.

**Coverage Period** means the period of time during which a *Medical Emergency* must occur for a benefit to be payable.

**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 his or her 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 *TD Life* prior to *Your Departure Date* at 1-866-520-8827 for more information or if *You* would like to obtain a quote.

**Dependent Child(ren)** means *Your* natural, adopted, or step-children 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.

Exclusion: A *Dependent Child(ren)* 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.

**Insured Person** means a person who is eligible to be insured under this Certificate as described in section 2.

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

## Section 1 – Summary of Benefits

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

## Section 2 – Eligibility

The *Primary Cardholder* is eligible to be insured under this *Certificate* if:

- the *Primary Cardholder* is under the age of 65 on the *Departure Date*; and
- throughout the *Covered Trip*:
  - 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:

- the *Primary Cardholder* meets all eligibility requirements whether or not the *Primary Cardholder* is travelling with the *Spouse*, except the *Primary Cardholder* does not have to be under the age of 65 on the *Departure Date*; and
- throughout the *Covered Trip*, 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*; and
  - is under the age of 65 on the *Departure Date*.

The *Primary Cardholder's Dependent Child(ren)* is eligible to be insured under this *Certificate* whether or not the *Primary Cardholder* or the *Primary Cardholder's Spouse* travels with them if:

- the *Primary Cardholder* meets all eligibility requirements, except the *Primary Cardholder* does not have to be under the age of 65 on the *Departure Date*; and
- throughout the *Covered Trip*, the *Dependent Child(ren)*:
  - 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(ren)*.

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

An *Authorized User* is eligible to be insured under this *Certificate* if:

- the *Primary Cardholder* meets all eligibility requirements whether or not the *Primary Cardholder* is travelling with the *Authorized User*, except the *Primary Cardholder* does not have to be under the age of 65 on the *Departure Date*; and
- throughout the *Covered Trip*, the *Authorized User*:
  - 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 *Authorized User*; and
  - is under the age of 65 on the *Departure Date*.

**Note:** The *Spouse* and *Dependent Child(ren)* of an *Authorized User* are not automatically eligible for coverage under this *Certificate* unless they meet other eligibility requirements set out above (e.g. if the child of an *Authorized User* is also the *Dependent Child(ren)* 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* is planning a trip that will last more than 21 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 *TD Life* prior to *Your Departure Date* at **1-866-520-8827** for more information or if *You* would like to obtain a quote.

### Section 3 – When 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; 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 4 – The Coverage Period**

The Coverage Period begins when the eligible *Insured Person* departs on a *Covered Trip*.

**Note:** The *Insured Person's* trip may be longer than the *Maximum Number of Covered Days*. However, 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 considered. The day of departure counts as a full day for this purpose.

The *Coverage Period* ends on the earlier of:

- the date the *Insured Person* returns from the *Covered Trip*;
- the end of the *Maximum Number of Covered Days* for that *Insured Person*, except as described below;
- the date the Group Policy terminates.

However, 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:

- 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* is automatically extended to 72 hours following the end of the *Medical Emergency*.

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

#### **Section 5 – What Your Insurance Covers – Emergency Medical Insurance**

We will pay a *Medical Emergency Benefit* if an *Insured Person* suffers a *Medical Emergency* during the *Coverage Period* for a *Covered Trip*.

**Emergency Medical Benefit** means, subject to the Maximum Benefit Payable described in section 1, 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** means:

- **Hospital benefit:**
  - Attendance at a *Hospital* or appropriate medical facility for *Treatment* as an inpatient, outpatient, and emergency basis, when approved in advance by *Our Administrator*.
- **Physicians' bills:**
  - Fees charged by a *Physician*, when required as part of *Treatment* for a *Medical Emergency*, and approved in advance by *Our Administrator*.
- **Private duty nursing:**
  - up to \$5,000 for:
    - services performed by a registered nurse; including medically necessary nursing supplies;

- medically necessary nursing supplies;
- **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;
- **Ambulance:**
  - charges for emergency ambulance service to the nearest approved *Hospital*;
- **Air Ambulance:**
  - charges for emergency air ambulance only if:
    - *Our Administrator* makes the determination before the service is provided;
    - *Our Administrator* pre-approves this service; and
    - *Our Administrator* arranges this service;
- **Prescriptions:**
  - Reimbursement of prescription drugs prescribed during the *Covered Trip* required as part of emergency *Treatment*.

**Note:** Vitamins and patent, proprietary and experimental drugs are excluded.
- **Accidental Dental:**
  - up to \$2,000 for dental *Treatment* that is:
    - required during a *Coverage Period*; and
    - necessitated by a blow to natural or permanently installed teeth which results from an accident causing a *Medical Emergency*;
- **Emergency relief of dental pain**
  - *Treatment* for emergency relief of dental pain is covered up to a maximum of \$200.
- **Medical Appliances**
  - cost of casts, crutches, trusses, braces, slings, splints and/or the rental cost of a wheelchair or walker where:
    - prescribed by a *Physician*; and
    - required as a result of a *Medical Emergency*;
- **Emergency return home**
  - The cost of 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; and
    - *Our Administrator* approves the transportation in advance.

**Note:** We will also pay the expenses for a qualified medical attendant to accompany *You* to *Your* province or territory of residence if recommended by the attending *Physician* during *Your Medical Emergency* and approval is granted by *Our Administrator* in advance.

- **Transportation to Bedside**
  - if an *Insured Person* is *Hospitalized* and is expected to remain *Hospitalized* for at least three consecutive days, the cost of one round-trip economy airfare from Canada if it is:
    - for the *Insured Person's Spouse*, parent, child, brother or sister; and
    - approved in advance by *Our Administrator*;
- **Travelling Companion Benefit**
  - the cost of a single one-way economy airfare if:
    - an *Insured Person* suffers a covered *Medical Emergency*;
    - as a result, a *Travelling Companion* stays beyond his or her 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;
- **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;
- **Vehicle Return**
  - up to \$1,000 toward the cost of returning an *Insured Person's* vehicle to his or her home or, if applicable, the nearest appropriate vehicle rental agency if:
    - the *Insured Person* is unable to return the vehicle due to a covered *Medical Emergency*; and
    - *Our Administrator* arranges for the return of the vehicle;
- **Return of Deceased**
  - up to \$5,000 toward the cost of preparation and transportation home of a deceased *Insured Person* if death results from a covered *Medical Emergency*;
  - the burial or the cremation of an *Insured Person's* remains where their death occurred; and
  - one round-trip economy airfare if:
    - an *Immediate Family Member* is required to identify or obtain release of the deceased; and
    - *Our Administrator* approves this transportation in advance.
- **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*.

## **Section 6 – Limitations and Exclusions: What Your Insurance Does Not Cover**

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. Failure to report**

- A *Medical Emergency* must be reported to *Our Administrator* within 48 hours of admission to *Hospital*, or as soon as is 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.

## **2. Pre-Existing Condition**

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

## **3. Reasonably foreseeable conditions**

- No benefit will be payable with respect to a sickness, accidental injury or *Medical Emergency* that was reasonably foreseeable when the *Insured Person* departed on the *Covered Trip*.

## **4. Medical Emergency occurring outside the Coverage Period**

- No benefit will be payable with respect to a *Medical Emergency* that occurs before the *Coverage Period* begins or after it ends.
- For an *Insured Person* under age 65, 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 21 days following an *Insured Person's* departure date from their province or territory of residence.
- Note that the day of departure counts as a full day for this purpose.

## **5. Failure to transfer to an appropriate facility for Treatment**

- *We*, in consultation with the *Insured Person's* treating *Physician*, reserve the right to transfer an *Insured Person* to an appropriate medical facility or to his or her province or territory of residence for further *Treatment*.
- Failure to comply with a transfer request will absolve *Us* of any liability to provide benefits for expenses incurred after the scheduled transfer date.

## **6. Recurrence**

- A *Medical Emergency* is considered to have ended when medical evidence indicates that the *Insured Person* is able to return to his or her province or territory of residence. No benefits will be paid in connection with the condition that caused a *Medical Emergency* if they are incurred after that time.

## **7. 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.

## **8. Non-emergency services**

- No benefit will be payable with respect to non-emergency, experimental or elective services, including any *Treatment*, surgery or medication which medical evidence indicates that the *Insured Person* could have returned to Canada to receive.

## 9. 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.

## 10. Illegal act

Situation where *Your* claim will not be paid:

- 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 jurisdiction where the claim was incurred, including driving while impaired or over the legal limit.

## 11. Abuse of alcohol, drug, or intoxicants

Situation where *Your* claim will not be paid:

- 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 Covered Trip*; or
- any *Medical Condition* arising during *Your Covered Trip* from, or in any way related to, the abuse of alcohol, drugs or other intoxicants.

## 12. War or civil unrest

Situation where *Your* claim will not be paid:

- 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.

## 13. Other – Sports and High Risk Activities

Situation where *Your* claim will not be paid:

- 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.

## 14. In addition, no benefit will be payable in connection with Treatment, services or expenses related to or resulting from:

### a. 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;

## **b. Pregnancy**

- pregnancy or childbirths within 9 weeks of expected delivery date;
- any complication relating to pregnancy that occurs in the last 9 weeks leading up to the expected delivery date, or after the expected delivery date;
- any child born during a *Covered Trip*;

## **c. Intentionally inflicted injuries**

- intentionally inflicted injuries, suicide or attempted suicide, while either sane or insane;

## **d. Failure to take medication**

- failure to take medication as prescribed by the *Insured Person's Physician*;

## **e. Professional Sports or Racing**

- participation in professional sports or any organized racing or speed contests;

## **f. Commuting**

- any trip that is primarily for the purpose of commuting to or from the *Insured Person's* usual place of employment;

## **g. Mental Problems**

- any mental, nervous or emotional problems, including any *Medical Emergency* arising from these problems;

## **h. Travel Advisories**

- *Your* claim will not be paid 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.

## **15. Dependent Child(ren) not travelling with You or Your Spouse.**

No benefit will be payable with respect to a *Dependent Child(ren)* unless he or she is travelling with *You* or *Your Spouse*.

## **16. Family members of an Authorized User.**

No benefit will be payable with respect to a person merely because that person is the *Spouse* or a *Dependent Child(ren)* of an *Authorized User*, unless that person is otherwise eligible for insurance under this Certificate.

## **Section 7 – What to do in a Medical Emergency**

In a *Medical Emergency*, *You* must call *Our Administrator* immediately, or as soon as reasonably possible. If not, benefits will be limited as described below under Section 6: 1. "Failure to Report" requires pre-approval. Some expenses will only be covered if *Our Administrator* approves them in advance.

*You* can get help 24 hours a day, seven days a week by calling:

- from Canada or the U.S., toll-free, **1-866-520-8827** or
- from other countries, **+1-519-742-9356**, collect.

*Our Administrator* will verify whether coverage is in effect and will direct *You* to the nearest appropriate medical facility. *Our Administrator* will arrange for direct payment to the medical services provider wherever possible and manage the *Medical Emergency* from the initial report through to its conclusion. 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 the *Certificate*.

## **Section 8 – How to Submit a Claim**

**IMPORTANT NOTE:** *You* must report *Your* claim and provide completed claim form with required supporting documentation to *Our Administrator* as soon as possible, but no later than one (1) year after the date it occurred.

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

**A Medical Emergency should always be reported immediately**, as described in Section 7 under “What to do in a Medical Emergency” or benefits will be limited. *You* can get help 24 hours a day, seven days a week by calling:

- from Canada or the U.S., toll-free, **1-866-520-8827**; or
- from other countries, **+1-519-742-9356**, collect.

### **Complete the Required Form**

#### **a. Request the Form**

To request a claim form call *Our Administrator* from 8 a.m. to 8 p.m. ET, Monday to Friday, toll-free at **1-866-520-8827**.

#### **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 report *Your* claim and 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* 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* must help *Our Administrator* to seek reimbursement as required.

The *Insured Person* must also provide evidence of the actual departure date from his or her province or territory of residence. If requested, an *Insured Person* must confirm any return dates to his or her 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*.

### **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 under “Limitations and Exclusions” in Section 6. If an *Insured Person* incurs eligible *Medical Emergency expenses* without first contacting *Our Administrator* for assistance and claim management, he or she 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. Refer to Section 9 under “How to Contact *Our Administrator*” for information on how to get a claim form.

The *Insured Person* must also provide proof of the actual departure date from his or her province or territory of residence. Proof includes, but is not limited to, a flight itinerary, gas receipts or toll-road receipts.

### **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 – How to Contact Our Administrator**

### **24 Hour Emergency Assistance Number**

To report a *Medical Emergency*, *You* or, if applicable, the *Insured Person* can call *Our Administrator* twenty-four hours a day, seven days a week at:

From the U.S.A. or Canada **1-866-520-8827**

From elsewhere, call collect **+1-519-742-9356**

### **Customer Service: Phone number**

To enquire about *Your* benefits under this *Certificate* or to check on the status of an existing claim, *You* can call *Our Administrator* at:

Toll-free at **1-866-520-8827** or at **+1-519-742-9356**

Monday – Saturday, 8 a.m. – 8 p.m. Eastern Time

In a non-emergency situation, *You* can also call this number to obtain claims forms.

## **Customer Service: Mailing Address**

You can mail your request to:

MBNA Mastercard– Travel Medical Insurance  
c/o Global Excel  
73 Queen Street  
Sherbrooke, Quebec J1M 0C9  
Fax: 819-569-2814

## **Section 10 – General Provisions for Part 9**

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*.

### **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), the *Civil Code of Quebec* (for actions or proceedings governed by the laws of Quebec), or another applicable legislation.

### **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.

### **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 one (1) year from the date on which the loss occurred.

### **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 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.

## **Additional Insurance – Certificate of Insurance Mobile Device Insurance**

**American Bankers Insurance Company of Florida  
5000 Yonge Street, Suite 2000  
Toronto, Ontario M2N 7E9  
Phone: 1-877-654-7511**

**This Certificate of Insurance contains clauses which may limit  
the amount payable.**

The coverage outlined in this Certificate of Insurance is effective June 24, 2021, and is provided to eligible MBNA Rewards World Elite Mastercard *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. MBNA-0620 (the “*Policy*”) issued by the *Insurer* to MBNA, a division of 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.

## 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 *Cardholder's* MBNA Rewards World Elite Mastercard account, which must be in *Good Standing* with the Policyholder.

**Cardholder** means the *Primary Cardholder* and any authorized user also a resident in Canada and who is issued an MBNA Rewards World Elite Mastercard and whose name is embossed on the card. The *Cardholder* may be referred to as "You" or "Your".

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

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

**Household Member** means a spouse, parents, stepparents, grandparents, grandchildren, in-laws, natural or adopted children, stepchildren, siblings, and step-siblings 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 a *Mobile Device* cannot be located and the circumstances of its disappearance cannot be explained or do not lend themselves to the reasonable inference that a theft occurred or other wrongful act of another person.

**Other Insurance/Protection** 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, and includes group and individual insurance (including home and renter's insurance), credit card coverage (whether group or individual), manufacturer or retailer product protection plans and extended warranties, and any other similar insurance, protection, or reimbursement plans.

**Plan** means a fixed-term contract offered and provided by a *Provider*. Plan does not include any services or financing options provided by a third-party, even when offered by a *Provider*.

**Primary Cardholder** means a natural person, resident of Canada, whose name is on the *Account* and to whom an MBNA Rewards World Elite Mastercard has been issued.

**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.

## 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 paying the *Total Cost* with installments through a third-party financing company or “buy now, pay later” provider, all installment payments made must equal at least 75% of the *Total Cost* of the *Mobile Device*. 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*.

## 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.

## BENEFITS

If a *Mobile Device* is lost, stolen or suffers mechanical breakdown or *Accidental Damage*, upon approval and as directed by the Insurer, You can proceed with the repair or replacement of Your *Mobile Device*. You will then be reimbursed the 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.

Reimbursement will be issued only upon the Insurer receiving evidence that the *Mobile Device* was repaired or replaced and the cost of repair or replacement was charged to the *Account*. 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*.

† 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:

<i>Total Cost</i> (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)	<u>– \$128</u>
Depreciated value	\$672

2. Calculation of the maximum reimbursement:

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

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

## 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.

## **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.

## **OTHER INSURANCE/PROTECTION**

*Mobile Device* Insurance benefits are in excess of all *Other Insurance/Protection* 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/Protection* and for the amount of any applicable deductible, and
- if all such *Other Insurance/Protection* 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/Protection*.

## **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 notify the Insurer by initiating a claim online at [cardbenefits.assurant.com](http://cardbenefits.assurant.com) or calling 1-877-654-7511 between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday.

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, 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 of purchase, 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/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*; and
10. any other information reasonably required by the Insurer.

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.

## **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.

### **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*.

### **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.

### **Due Diligence**

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

### **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.

### **Payment of Claim**

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

### **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.

### **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.

### **If You Have a Concern or Complaint**

If You have a concern or complaint about Your coverage, please call the Insurer at 1-877-654-7511. 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: [assurant.ca/customer-assistance](http://assurant.ca/customer-assistance)

### **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 outside Your province 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://assurant.ca/privacy-policy). If You have any questions or concerns regarding the privacy policy, the purposes and means for which Your information is being collected, Your rights, Your options for refusing or withdrawing Your consent to the use of Your personal information, You may call the Insurer at the number listed above.

For Residents of Quebec, if you would like to view the French version of this document, you can access it by visiting <https://bit.ly/45EDm7n> or following the QR code:



**mbna**

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