



## The TD Green Visa Cardholder Agreement and Benefit Coverages Document

*This document contains important and useful information about your TD Green Visa Card.*

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

This document includes:

- TD Green® Visa® Cardholder Agreement
- Common Carrier Travel Accident Insurance Certificate
- Purchase Security and Extended Protection

### TD Green Visa Cardholder Agreement

This Agreement is being provided by The Toronto-Dominion Bank (the **Bank**, also referred to as **we**, **us** or **our**) in connection with a Visa®/Chargex® card or cards including any renewal or replacement card (the **Card**) and any TD Visa Cheque that we may issue. References in this agreement to the **Account** is the account which we maintain for the Card and any TD Visa Cheque that we may issue from time to time.

When a Cardholder or a person authorized by the Cardholder signs, activates or uses the Card or the Account, it means that the Cardholder has received and read this agreement and the accompanying **Disclosure Statement**, which together constitute the **Agreement** between the Bank and the Cardholder. We may send you amendments or replacements of this Agreement from time to time. This Agreement replaces any previous Cardholder Agreement provided to you for the Account.

**DEFINITIONS: What these Words Mean:** In this Agreement:

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

**Balance** means the total amount of all Transactions, fees (including those set out in the Disclosure Statement), interest and other amounts payable under this Agreement, less any payments or other credits which have been posted to your Account.

**Balance Transfer** means a cash advance transaction in which you use funds from the Account to pay the outstanding balance on another credit card and thereby transfer the balance to the Account. We may from time to time offer you a promotional interest rate on your Balance Transfer, otherwise the annual interest rate that applies on your Account to Cash Advances will apply to your Balance Transfer. If you accept a promotional offer that we have made you on a Balance Transfer, this Agreement will continue to apply to that Balance Transfer and any additional terms we set out in the offer will also apply to that Balance Transfer.

**Cardholder** means the Primary Cardholder and any Authorized User.

**Cash Advance** includes:

- a cash advance obtained at an automated banking machine (ABM), over the phone or on the Internet;
- a cash advance obtained at our branches and at other financial institutions;
- a Balance Transfer;
- a TD Visa cheque; or
- a Cash-Like Transaction.

**Cash-Like Transactions** means Transactions involving the purchase of items directly convertible into cash and are similar to cash. Cash-Like Transactions include casino gaming chips, money orders, wire transfers, travellers' cheques and gaming transactions (including betting, off-track betting, race track wagers and casino gaming chips).

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

**Purchase** means any Transaction other than a Cash Advance or TD Visa Cheque.

**TD Visa Cheque** means a cheque we issue to you from time to time on the Account that you can use to: (i) pay for goods and services with your Card; or (ii) pay the outstanding balance on another credit card belonging to you (other than a credit card provided by the Bank) and thereby transfer the balance to the Account. We may from time to time offer you a promotional interest rate on the TD Visa Cheque we have issued you, otherwise the annual interest rate that applies on your Account to Cash Advances will apply to your TD Visa Cheque. If you use a TD Visa Cheque we have issued to you with a special promotional interest rate, this Agreement will continue to apply to that TD Visa Cheque and any additional terms we set out in the offer will also apply to that TD Visa Cheque.

**Transaction** means any use of a Card or the Account to purchase goods or services or make any other charges to the Account including a Purchase, Cash Advance or TD Visa Cheque.

**You or your** means each Cardholder.

**Using the Account:** You may use your Card and, if provided by the Bank, TD Visa Cheques, in accordance with the terms of this Agreement for those purposes that we agree to, including:

- to pay for Purchases;
- to obtain Cash Advances;
- to use a TD Visa Cheque;
- to cash cheques at any branch of the Bank in Canada by presenting the cheque and the Card (up to your Available Credit (see below), but not exceeding \$2,000 in total at any time); and
- to access the Cardholder's other accounts at the Bank or our affiliates.

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

When any Cardholder makes a Transaction using the Account, we are loaning the Primary Cardholder the amount of the Transaction. The Primary Cardholder is responsible for and must repay us the Balance owing on the Account. If the Primary Cardholder wishes to seek reimbursement from any Authorized User for any portion of the Balance that has been paid or is owing on the Account, it is the Primary Cardholder's responsibility, not the Bank's, to ensure that appropriate arrangements are in place with the Authorized User.

If we permit, any one Cardholder may use the Account and provide us with instructions without the approval of the others.

The Primary Cardholder may authorize that a Card be issued to an Authorized User without notice to any other Authorized User. We may limit the number of Cards issued on one Account.

If you use or give the Account number to someone for a Purchase, to obtain a Cash Advance, to transfer funds to your Account through a Balance Transfer, or to use a TD Visa Cheque, or if you otherwise authorize the Account to be charged without presenting the Card or without signing a sales draft (including by mail, telephone, Internet or any other electronic method of communication), the legal effect is the same as if you had presented the Card and signed a sales draft. If a Cardholder has at any time authorized a person to use the Account, the Primary Cardholder will be liable for any use of the Account by that person even though a Cardholder intended to limit that authorization to a particular use or time.

If you cash a cheque using the Card and the cheque is dishonoured when presented for payment by us, a Cash Advance in the amount of such cheque will be charged to the Account as of the date you received the funds for such cheque.

Due to technical limitations in some countries, if you use the Card outside of Canada to withdraw cash from another account of a Cardholder at the Bank or our affiliates, the withdrawal may be recognized and treated as a Cash Advance from the Account, rather than a withdrawal of cash from the Cardholder's other account.

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

A stop payment on a TD Visa Cheque is not permitted. We reserve the right to refuse to honour any TD Visa Cheque. We reserve the right not to provide or to discontinue providing TD Visa Cheques at any time.

We reserve the right to block use of the Card and prevent use of the Account without telling you in advance if we suspect illegal, unauthorized or fraudulent use of the Account.

**Credit Limit and Overlimit Fee:** We will determine the maximum amount which may be charged to the Account (the **Credit Limit**). The current Credit Limit is shown in the Disclosure Statement and may change from time to time, without prior notice to you, as shown on the monthly statement (the **statement**) that we provide to you. The amount of credit that is available to you at any time (your **Available Credit**) is the positive difference between the Credit Limit and the Balance that is outstanding on the Account at such time.

You must not let the amount owing on the Account exceed the Credit Limit. We may choose, from time to time and without notice to you, to allow the Balance that is outstanding on the Account to exceed the Credit Limit, but we are not required to do so even if we have done so before. If we allow you to exceed the Credit Limit, the Primary Cardholder is responsible for and must pay the amount that exceeds the Credit Limit when the statement is received and your Account may be charged an overlimit fee in the amount shown in the Disclosure Statement. Only one overlimit fee will be charged per statement period. The Primary Cardholder remains liable for the entire Balance owing on the Account whether or not it exceeds the Credit Limit.

**Interest and Grace Period:** You can avoid interest being charged on Purchases and fees by ensuring that we always receive payment in full of your Balance every month by the Payment Due Date shown on your monthly statement. **This interest-free period does not apply to Cash Advances.** We charge interest on Cash Advances as described in “Interest on Cash Advances including Balance Transfers, Cash-Like Transactions and TD *Visa* Cheques”.

You will lose your interest-free status on all Purchases and fees if we do not receive payment in full of your Balance by the Payment Due Date shown on your current statement. We will then charge interest on all Purchases and fees that appear on that month's statement as well as all new Purchases and fees. Interest will be charged on the amount owing to us from the transaction date until that amount has been paid in full.

You can regain your interest-free status on new Purchases and fees by paying your Balance in full by the Payment Due Date shown on your current statement. Interest accrued on all Purchases and fees from the Statement Date of your previous monthly statement until the date we received payment in full of the Balance on your current statement will appear on your next monthly statement. Once we have received payment in full of the Balance by the Payment Due Date on your current statement, any new Purchases and fees after that payment was received will not be subject to interest so long as we continue to receive payment in full of your Balance every month by the Payment Due Date shown on your statement.

Interest is calculated at a daily interest rate(s) which is equivalent to the applicable annual interest rate(s), each as initially shown in the Disclosure Statement. Interest rates are subject to change. Any change to the applicable annual interest rate(s) will be indicated on your statement and prior notice of that change will be provided as described in “Changes to this Agreement”.

If interest is charged, we charge interest on any amount owed from the transaction date until that amount has been paid in full. We calculate interest daily but add it to your Balance on a monthly basis. We calculate interest on any amount owed each month by:

- multiplying the amount owed each day by the applicable daily interest rate or rates (that is the applicable annual interest rate or rates divided by the number of days in the year); and
- adding together those interest charges for each day in that month.

The total is the amount of interest we will charge you each month. We do not charge interest on interest.

The number of days between the Statement Date and the Payment Due Date shown on your monthly statement is the Grace Period. If we receive payment in full of the Balance by the Payment Due Date on your previous statement, the Grace Period will continue to be the standard 21 days. If we did not receive payment in full of the Balance by the Payment Due Date on your previous month's statement, the number of days between the Statement Date and the Payment Due Date on your current statement will be automatically extended to 25 days. **Interest will continue to accrue during this extended 25-day period.** When we receive payment in full of your Balance by the Payment Due Date, the number of days between the Statement Date and the Payment Due Date on your next statement will revert back to your standard Grace Period.

**Interest on Cash Advances including Balance Transfers, Cash-Like Transactions and TD *Visa* Cheques:** Interest is always charged on Cash Advances from and including the transaction date of the Cash Advance until the amount of the Cash Advance is paid in full. When you transfer funds from your Account through a Balance Transfer, obtain a Cash-Like Transaction or use a TD *Visa* Cheque, we treat that Transaction as a Cash Advance. If you are uncertain whether a Transaction will be treated as a Cash Advance, please call us at 1-800-983-8472 or collect at (416) 983-8472.

**Minimum Payment Required:** You must pay at least the minimum payment required on each Payment Due Date shown on your statement which is calculated as shown in the Disclosure Statement.

**Foreign Currency Transactions:** If you use the Account to make Purchases or obtain Cash Advances in U.S. Dollars, Euros, Great British Pounds, Australian Dollars, or Mexican Pesos, the foreign currency will be converted directly to Canadian Dollars before it is recorded in the Account. If you use the Account to make Purchases or obtain Cash Advances in any other foreign currency, the currency will be first converted to U.S. Dollars and then to Canadian Dollars before it is recorded in the Account. Credits to the Account involving a foreign currency will also be converted directly to Canadian Dollars, or first to U.S. Dollars and then to Canadian Dollars, depending on the foreign currency involved as set out above.

For debit Transactions, currency will be converted by applying a rate established by VISA plus a fixed percentage as shown in the Disclosure Statement. For credit Transactions, currency will be converted by applying a rate established by VISA minus a fixed percentage as shown in the Disclosure Statement. As a result, for credit Transactions made in respect of prior, related debit Transactions, the Canadian Dollar amount credited to the Account will in most cases be less than the Canadian Dollar amount that was originally debited to the Account. The rate that is used will be the rate on the date that a Transaction is recorded in the Account and may be different from the rate in effect on the date of the Transaction.

**Statements:** We will provide the Primary Cardholder with a monthly statement if there has been any activity on the Account during the last month or there is any outstanding Balance. Statements may not be given on the same date in each month and therefore the Payment Due Date on your statement may not always be the same.

**Statement Errors:** You must promptly and carefully examine the statement and notify us in writing of any errors in the statement. We will investigate reported errors if we receive written notice from you within thirty (30) days of the statement date. If we do not receive written notice from you within thirty (30) days of the statement date, the statement and every item on the statement and our records respecting the Account will be considered to be correct (except for any amount that has been credited to the Account) and you may not afterwards make any claim against the Bank respecting any item in your statement.

**How We Communicate with You:** Statements and other communications will be sent by ordinary mail to the address appearing in our records for the Primary Cardholder. We may also send statements and communications by another method. We may also send copies of statements and other communications to an Authorized User, if requested and if we agree or are required to do so by law.

The Primary Cardholder and each Authorized User acknowledges that information on the statement and other communications may

be shared with any Cardholder without notice to other Cardholders. The Primary Cardholder and any Authorized User may choose to receive statements and other communications through an electronic method if we agree. Communication to the Primary Cardholder will be sufficient communication to all Cardholders. Communication sent by mail will be considered to have been received by the Cardholder five (5) days after we mail it or at the time of sending in the case of an electronic method or when received in the case of a communication delivered by hand. The Primary Cardholder must advise us immediately of any address change or other information to keep our records current. We are not responsible for the Primary Cardholder's or any Authorized User's failure to receive a statement or other communication if we send it to the address, or in accordance with other contact information for the Account, appearing in our records. For our mutual protection, we may record all telephone calls that relate to the Account.

**Lost or Stolen Cards:** You must notify us immediately by telephone or in writing if you know or suspect that a Card or TD *Visa* Cheque has been lost or stolen. The toll-free number to call is 1-800-983-8472 or you may call us collect at (416) 983-8472. If you notify us, you will not be liable for any unauthorized use of the Card. However, if the Account is used with a personal identification code such as the Cardholder's Personal Identification Number (PIN), Connect ID and/or Password, the Primary Cardholder will be liable for the full amount of all unauthorized Transactions which occur before notification.

**Making Payments:** All Cardholders are bound by the terms of this Agreement, however, it is the responsibility of the Primary Cardholder to ensure that payments are received by us by each Payment Due Date. If we receive a payment from you after what we consider to be our normal business hours, that payment will be treated as having been received by us on the next business day.

We will apply payments to the items in the Account in the following order:

- a) First, to any interest;
- b) Second, to any fees;
- c) Third, to any Cash Advances; and
- d) Fourth, to any Purchases.

If you pay more than your Balance, we will apply any extra payment to the amounts that have not yet appeared on your statement, in the following order:

- i) First, to any fees;
- ii) Second, to any Cash Advances; and
- iii) Third, to any Purchases.

We reserve the right to change the order in which we apply payments. In any category of items, those amounts which bear the lowest rate of interest will be paid first. We may delay enforcing our rights under this Agreement and may accept late payments, partial payments and payments marked as “paid in full” or containing similar wording without losing any rights that we have under this Agreement or by law, including the right to recover in full all amounts that the Primary Cardholder owes to us on the Account.

**Our Rights if you Default:** If you do not make a payment on the Payment Due Date, or otherwise do not comply with this Agreement, or if anything occurs which causes us to believe that you will be unable to make payment or otherwise not be able to comply with this Agreement:

- a) the entire Balance owing on the Account will, at our option, become due and payable, despite any other provision of this Agreement, together with interest on such Balance at the annual interest rate payable on the Account at that time,
- b) we may, without notice to you, deduct money from any other account that you have with us or any of our affiliated companies which would include any member of the TD Bank Financial Group, and use it to pay the amount that is owing to us, and
- c) you must pay all our legal expenses on a solicitor and own client basis (including legal fees charged by our own internal legal counsel) that we incur to collect or attempt to collect what is owing to us.

**Payments and Credits:** If we owe you any amount on the Account at any time we will not pay you interest on that amount. A credit Balance in the Account will not increase the Cardholder's Available Credit or Credit Limit. The Bank is not liable if the Cardholder is at any time for any reason unable to access funds deposited to the Account or a credit Balance in the Account. The Cardholder must not deposit any cheque or other payment instrument to the Account in order to obtain a Cash Advance or otherwise utilize the Account if the Cardholder has any reason to believe that the cheque or other payment instrument will not be honoured when the Bank presents it for payment.

**Ownership of Card:** The Card continues to remain our property, and we may revoke the Card at any time and require that each Card be returned to us.

**Responsibility for Services:** If you have any problems with purchases made through use of the Account, you must settle them directly with the merchant. Any dispute that you have with a merchant does not affect your obligation to pay us the full amount that has been charged to the Account.

If a merchant gives you a refund and we receive a credit voucher from the merchant, we will credit the Account with the amount that has been refunded. However, if interest has been charged in the meantime as a result of the transaction, we will not refund the interest charged.

We are not responsible for benefits, services and coverages associated with the Account that are provided by other companies, and you may not refuse to pay us any amount charged to the Account for such benefits, services and coverages. These benefits, services and coverages are subject to the terms set by the companies providing them and any disputes must be settled directly with those companies.

Although we have no obligation to do so, if we credit the Account, you agree that your rights and claims in respect of the credit are automatically assigned to us. You also agree to co-operate with us by signing any documents as may be required by us regarding the assignment of rights and claims before we credit the Account. However, we have no obligation to credit the Account and if we do credit the Account, it will not be considered a precedent for crediting the Account in the future.

**Electronic Services:** The following provisions apply if we allow you to access or use the Account with a personal identification code such as a Connect ID, Personal Identification Number (PIN), and/or Password, at an ABM, over the phone, on the Internet or other electronic service:

- a) Access to or use of the Account through EasyLine™ telephone banking, EasyWeb™ Internet banking or to make electronic bill payments, if offered by us, is governed by the Bank's *Financial Services Terms* if the Cardholder has signed a *Financial Services Agreement*, or the *Cardholder and Electronic Banking Services Agreement* applies if you have not signed a *Financial Services Agreement*.
- b) *Care and control of the Card, Connect ID, PIN and Password* - You are responsible for the care and control of the Card, Connect ID, PIN and Password. You must maintain them safely at all times which includes:
  - keep possession of the Card;
  - keep your PIN and Password separate from the Card and Connect ID;
  - keep your PIN and Password strictly confidential;
  - take all reasonable precautions to ensure that no one finds out your PIN or Password, including while you key-in your PIN or Password at an ABM or other machine;
  - avoid such PIN or Password combinations that may be easily determined by others, such as birthdays, phone numbers, age, Social Insurance Number, etc.;
  - ensure that each PIN or Password is unique; and
  - contact us immediately if your Card is lost or stolen or your Connect ID, PIN or Password becomes known to an unauthorized person.

Your Card, Connect ID, PIN or Password are reserved strictly for your own use. If they are used by someone else, you will be required to prove that you took all reasonable precautions to protect these items.
- c) *Your responsibility for use of the Card, Connect ID, PIN and Password* - You are responsible for the full amount of all authorized activity resulting from use of the Card or Connect ID and PIN or Password for any service by any person, including any entry error or fraudulent or worthless deposit at an ABM or other machine. You are responsible for the full amount of all unauthorized activity with respect to any service which occurs before we receive notification that your PIN, Password or Card was lost or stolen or that your Connect ID, PIN or Password may have become known to an unauthorized person. On receiving such notice from you we will promptly block the Card's or Connect ID's ability to access our services.
- d) *Account activity* - Our records will be conclusive proof of use of the Account or electronic services and will be considered your written request to perform the Transaction. Even though you may be provided with a Transaction receipt, verification or confirmation number, or interim statement by or through an ABM or other machine, the following applies to all Transactions or other activity on the Account:
  - our acceptance, count and verification of Transactions or deposits will be considered correct and binding unless there is an obvious error; and
  - Transactions or other activity on the Account through an ABM or other machine may be credited or debited by us to the Account on a date determined by us. This date may be different than the date on which you used the ABM or other machine.
- e) *Access to other accounts* - If we allow you to access or use any other account (including a deposit account) that you

have with the Bank or its affiliates using your Card at an ABM, all of you, including the Primary Cardholder and any Authorized User from time to time, will also have access to and will be able to use the other account. Use of the other account includes conducting Transactions. By arranging and maintaining the access to the other account using your Card, it means that you agree that all of you, including the Primary Cardholder or any Authorized User from time to time, will have access to and use of the other account.

- f) *Verified by Visa* - You must register for and use the *Verified by Visa*\* program in order to access or use the Account for Internet transactions with participating merchants. Access to or use of the Account using the *Verified by Visa* program is governed by the Bank's *Verified by Visa* Cardholder Terms of Service.

**Liability for Damages Limited:** We will not be liable for any damages (including special, indirect or consequential damages) resulting from:

- any failure, error, malfunction or inaccessibility of any Card, ABM, terminal or other machine or equipment, or
- if for any reason your Card or a TD *Visa* Cheque is not accepted or for any other reason you cannot use the Account,

even if we knew that damage was likely or the damage was a result of our negligence or the negligence of our employees, agents or representatives.

**Cancellation of Pre-Authorized Debits:** The Primary Cardholder is responsible for all pre-authorized debits charged to the Account, including pre-authorized debits charged to the Account by any Authorized User and including those charged to the Account after the Agreement is ended or an Authorized User Card has been cancelled, unless written notice to cancel the debit has been received by the merchant before it has been charged to the Account. If we request, you must provide us with a copy of the written notice received by the merchant.

**Cancellation of Authorized User Card(s):** We may cancel an Authorized User Card or withdraw or limit access to the Account at any time without telling you in advance. The Primary Cardholder may also cancel an Authorized User Card by providing us with notice in writing instructing us to cancel and confirming that the Authorized User Card is in the possession of the Primary Cardholder or has been destroyed. In either case, cancelling an Authorized User Card will not affect the Primary Cardholder's obligation to pay all amounts owing on the Account. If the Primary Cardholder is unable to obtain or destroy the Authorized User Card, the Primary Cardholder will continue to be responsible for and will pay us for all amounts owing on the Account for interest, fees, Purchases, Cash Advances, TD *Visa* Cheques, or other Transactions incurred by any Authorized User.

**Changes to this Agreement:** We may make changes to this Agreement by giving subsequent notice of the change to the Primary Cardholder with your statement or in some other way, unless advance notice is required by law. If you sign, use or activate any Card or the Account or if any Balance owing on the Account remains unpaid after the change is made, it will mean you have accepted the change.

Benefits, services and coverages associated with any Card or the Account may also change or end by giving subsequent notice to the Primary Cardholder, unless advance notice or notice in some other way is required by law. Except if we change this Agreement



in writing, any waiver by us of any provision of this Agreement will not be considered a precedent for waiving the same or any other provision.

**Transfer of Rights:** We may transfer, sell or otherwise assign all of our rights under this Agreement. If we do so, we may disclose information about you and the Account to anyone to whom we assign our rights.

**Ending this Agreement:** We may end this Agreement or withdraw or limit your right to access the Account at any time without telling you in advance. The Primary Cardholder may also end this Agreement by giving us notice in writing. In either case, ending this Agreement will not affect the obligation of the Primary Cardholder to pay all amounts owing on the Account, including all Pre-Authorized Debits charged to the Account before the merchant has received written notice of cancellation from a Cardholder. If this Agreement ends, you must return all Cards to us and, if we ask you to do so, all TD Visa Cheques issued to any Cardholder. In any event, we or our agent may take possession of them. When the Agreement ends, benefits, services and coverages will automatically end or may be cancelled or changed at our discretion.

**Liability:** The Primary Cardholder will be liable for payment of all amounts owing under this Agreement, including for all Transactions made by an Authorized User.

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

**Severability:** If it is found by a court that any portion of this Agreement is invalid or unenforceable, the remainder of the Agreement will not be affected.

**Governing Law:** This Agreement will be governed by and interpreted in accordance with the laws of the province or territory in Canada where you reside or most recently resided and the laws of Canada, as applicable. If you have not resided in Canada, this Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and Canada, as applicable.

**For Quebec Only:** It is the express wish of the parties that this Agreement and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.

**Protecting your Privacy** – In this section, the words “we”, “us” and “our” mean the TD Bank Financial Group<sup>†</sup>. The word “Information” means personal, financial and other details about you that you provide to us and we obtain from others outside our organization, including through the products and services you use.

You acknowledge, authorize and agree as follows:

**Collecting and Using your Information** – At the time you begin a relationship with us and during the course of our relationship, we may collect Information including: details about you and your background, including your name, address, date of birth, occupation and other identification, all of which are required under law; records that reflect your business dealings with and through us; and your financial preferences and activities.

This Information may be collected from you and from sources outside our organization, including from:

- government agencies and registries, law enforcement authorities and public records;
- credit reporting agencies;
- other financial institutions;

- other service providers, agents and other organizations with whom you make arrangements;
- references you have provided; and
- persons authorized to act on your behalf under a power of attorney or other legal authority.

You authorize those sources to give us the Information.

We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:

- verify your identity;
- evaluate and process your application, accounts, transactions and reports;
- provide you with ongoing service;
- operate and administer the Visa Card system;
- analyze your financial needs and activities to help us serve you better;
- help protect you and us against fraud and error;
- help manage and assess our risks, operations and relationship with you; and
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

**Disclosing your Information** – We may disclose Information including as follows:

- with your consent;
- in response to a court order, search warrant or other demand or request, which we believe to be valid;
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, to satisfy legal and regulatory requirements applicable to us;
- to suppliers, agents and other organizations that perform services for you or for us or on our behalf including any supplier of services that you receive as an included benefit with your Card or that you request in order for the supplier to establish and serve you as a user of that service;
- to any Authorized User for whom you request an Authorized User Card;
- to operate and administer the Visa Card system;
- when we buy or sell all or part of our businesses or when considering such transactions;
- to help us collect a debt or enforce an obligation owed to us by you; or
- where permitted by law.

**Sharing Information within TD Bank Financial Group (TDBFG)** – Within TDBFG, we may share Information, other than health-related Information, for the following purposes: to manage your total relationship within TDBFG, including servicing your Account, as well as our business risks and operations; to comply with legal or regulatory requirements; and to allow other businesses within TDBFG to tell you about products and services. If you prefer, you may choose not to have us share your Information in this way.

#### **Additional Collections, Uses and Disclosures**

**Social Insurance Number (SIN)** – If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other products or services, your choice to provide it is optional.

When you provide us with your SIN, we may also use it as an aid to identify you and to keep your information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

**Credit Consent – We will obtain information and reports about you from credit reporting agencies and other lenders at the time of and any time during the application process, and on an ongoing basis to review and verify your creditworthiness and/or establish credit and hold limits.**

We may from time to time disclose your Information to other lenders and credit reporting agencies seeking such Information, which helps establish your credit history and supports the credit granting and processing functions in general. If you have a Visa Account or other credit product with us, you may not withdraw your credit consent.

**Insurance** – If you are applying for, requesting prescreening for, modifying or making a claim under an insurance product that we insure, reinsure, administer or sell, we may, if necessary, collect, use, disclose and retain health-related Information about you. We may collect this information from you or any health care professional, medically related facility, insurance company or other person who has knowledge of your Information. We may also obtain a personal investigation report.

We may use your Information to:

- ensure you are eligible for coverage;
- administer your insurance and our relationship with you;
- investigate and adjudicate your claims;
- help manage and assess our risks.

We may share your Information with any health care professional, medically related facility, insurance company or other person who has knowledge of your personal Information, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TDBFG, except to the extent that other TDBFG companies insure, reinsure, administer or sell relevant coverage and the disclosure is required for the purposes described above. Your health-related Information may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

**Marketing Purposes** – We may also use your Information for marketing purposes, including to: better understand your financial needs and activities so that we may tell you about other products and services, including those offered by our affiliates and third parties we select, that may be of interest to you; determine your eligibility to participate in contests, surveys or promotions, and to conduct and administer contests that you enter; and conduct research and surveys to assess your satisfaction with us as a customer, and to develop products and services to meet your needs. With respect to these marketing purposes, you may choose not to have us:

- contact you occasionally either by mail, telephone, email, or all of these methods, with offers that may be of benefit to you; or
- contact you to participate in customer research and surveys.

**Telephone Discussions** – When speaking with one of our telephone service representatives, we may monitor and/or record your telephone discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

**More Information**

Please read our Privacy Code – “Protecting Your Privacy” – for further details about these provisions and our privacy policies. Visit [www.td.com/privacy](http://www.td.com/privacy) or contact us for a copy. You acknowledge that we may amend these privacy provisions and our Privacy Code from time to time to reflect changes in legislation or other issues that may arise. We will post the revised provisions and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments. If you wish to opt out or withdraw your consent at any time for any of the opt-out choices described above, you may do so by contacting us at 1-866-222-3456. Please read our Privacy Code for further details about your opt-out choices.

**If You Have a Problem or a Concern:** Tell us about your problem or concern in the way that is most convenient for you. If your problem pertains to TD Visa or to a transaction on your statement, you may contact a TD Visa Customer Service Representative toll-free at 1-800-983-8472, contact us by mail at TD Visa, TD Centre, P.O. Box 300, Toronto, Ontario M5K 1K6, by fax at 1-877-983-2932, or by email\*\* at [customerfeedback@td.com](mailto:customerfeedback@td.com). For other types of problems, please contact your Branch, or the Business Unit that handles your account, once again, in the way that is most convenient. As a next step, if your concern remains unresolved, the Manager will offer to elevate your problem to a representative of the Senior Management Office. Alternatively, if you prefer to elevate the problem yourself, the Manager will be pleased to provide you with the contact information. You may also speak with one of our telephone banking specialists at 1-800-430-6095, and they will assist you by having the appropriate representative contact you.

If your concern remains unresolved, you may contact the TD Ombudsman, by mail at P.O. Box 1, TD Centre, Toronto, Ontario M5K 1A2, or toll-free at 1-888-361-0319. If your concern still remains unresolved, you may then contact the Ombudsman for Banking Services and Investments (OBSI) by mail at P.O. Box 896, STN Adelaide, Toronto, Ontario M5C 2K3 or toll free at 1-888-451-4519.

For a more detailed overview please obtain a copy of our “If You Have a Problem or Concern” brochure from any branch or from our website at [www.td.com](http://www.td.com).

Financial Consumer Agency of Canada – If you have a complaint regarding a potential violation of a consumer protection law, you may contact the Financial Consumer Agency of Canada (FCAC) in writing at 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. Please note that the FCAC does not become involved in matters of redress or compensation – all such requests must follow the process set out above.

\*\* For your protection, do not send confidential or personal information (such as your Account number) via email, as it is not a secure method of communication. If your request is urgent or requires disclosure of confidential information for resolution, please phone us.

## Common Carrier Travel Accident Insurance

*Provided by:*

*Chubb Insurance Company of Canada  
One Financial Place  
1 Adelaide Street East  
Toronto, Ontario M5C 2V9*

The Coverage Certificate below applies to the TD Green Visa Card which will be referred to as “TD Visa Account” throughout the Certificate:

**Coverage Certificate**

Chubb Insurance Company of Canada (“Chubb”) certifies as follows that You are eligible to be an *Insured Person* under Policy #6476 4830 (the “Policy”) underwritten by us and issued to The Toronto-Dominion Bank. Also eligible below are your *Spouse* and *Dependent Children*.

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

**Section 1 – Definitions**

ACCIDENTAL BODILY INJURY (IES) means bodily injury which is accidental, is the direct source of a *Loss*, is independent of disease, illness or other cause and occurs while this Policy is in force.

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

ACCOUNT HOLDER means the Cardholder to whom the monthly *Account* statement is sent, and who is a resident of Canada. The *Account Holder* may be referred to herein using “you” and “your”.

COMA means a profound state of unconsciousness from which the *Insured Person* cannot be aroused to consciousness even by powerful stimulation, as determined by a physician. (Note: *Coma* benefits are available only to *Dependent Children*.)

COMMON CARRIER means any licensed land, water or air conveyance operated by those whose occupation or business is transportation of persons or things without discrimination for hire. Should a *Common Carrier* be delayed or rerouted, such that the carrier is required to arrange alternate transportation for its passengers, the definition of *Common Carrier* will extend to whatever conveyance is used for this purpose. Such alternate transportation need not be charged to your *Account* for coverage to be in effect. *Common Carrier* is extended to include any Airline having a Charter Air Carrier’s License or its equivalent, provided it maintains regularly scheduled flights and publishes timetables and fares consistent with Scheduled Airline practices and provided the aircraft is limited to fixed-wing turbo-prop or jet Aircraft. Rafts, amusement park rides, jet skis, balloons, ski lifts and hang-gliders are not considered to be a *Common Carrier*.

COVERED TRIP means travel on a *Common Carrier* when the entire cost of the passenger fare for such transportation has been charged to an *Insured Person’s Account*.

DEPENDENT CHILD(REN) means those children residing with the *Account Holder*, under the age of twenty-one (21) and unmarried, who are primarily dependent upon the *Account Holder* for maintenance and support. *Dependent Children* also means children beyond the age of twenty-one (21) and unmarried, who are permanently, mentally and physically challenged and

incapable of self-support. Also included in the definition of *Dependent Children* are the *Account Holder’s Dependent Children* under the age of twenty-five (25) and unmarried, who are classified as full-time students at an institution of higher learning.

IMMEDIATE FAMILY MEMBER means the *Spouse*, parents, grandparents, children age eighteen (18) and over, brother or sister of the *Insured Person*.

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

LOSS means the types of *Accidental Bodily Injuries* listed in Section 3 and for which this insurance provides coverage.

PERMANENT TOTAL DISABILITY means that the *Accidental Bodily Injuries* sustained in a covered accident solely and directly:

- 1) prevent the *Insured Person* from performing all the substantial and material duties of the *Insured Person’s* occupation; and
- 2) causes a condition which is medically determined, by a physician approved by Chubb, to be of continuous and indefinite duration; and
- 3) require the continuous care of a physician, unless the *Insured Person* has reached his/her maximum point of recovery; and
- 4) prevent the *Insured Person* from engaging in any gainful occupation for which the *Insured Person* is qualified, or could be qualified, by reason of education, training, experience, or skill.

The *Permanent Total Disability* must have existed for twelve (12) consecutive months.

(NOTE: *Permanent Total Disability* benefits are not available to *Dependent Children*.)

SPOUSE means either a person to whom the *Account Holder* is lawfully married, or the common-law spouse of an *Account Holder*. Common-law spouse shall mean a person (of the same or opposite sex) who has been living with the *Account Holder* continuously for at least one year and is publicly represented as the *Account Holder’s* partner.

**Section 2 – Common Carrier Accident Coverage**

Benefits will be paid as specified in the Schedule of Benefits below if an *Insured Person* suffers a *Loss* arising from and occurring on a *Covered Trip* while the *Insured Person* is:

- 1) riding as a passenger in or entering or exiting any *Common Carrier*; or
- 2) at the airport, terminal or station, at the beginning or end of the *Covered Trip*.

If the purchase of the *Common Carrier* passage fare is not made prior to the *Insured Person’s* arrival at the airport, terminal or station, coverage begins at the time the entire *Common Carrier* passage fare is charged to the *Insured Person’s Account*.

Coverage includes circumstances arising from and occurring on a *Covered Trip* while the *Insured Person* is riding as a passenger in, entering or exiting any *Common Carrier*, while traveling directly to or from the airport, terminal, or station;

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

### Section 3 – Schedule of Benefits and Important Conditions

If an *Insured Person* has multiple *Losses* as the result of one accident, only the single largest benefit amount applicable to the *Loss* suffered is payable.

The following benefits are provided if the *Loss* occurs as a result of an accident within one year from the date of the accident:

#### A. Accidental Death or Dismemberment, Loss of Sight, Speech or Hearing and Paralysis Benefits

| <i>Accidental Loss of</i>  | <i>Benefit Amount</i> |
|--|-----------------------|
| Life   | \$100,000             |
| Speech and Hearing   | \$100,000             |
| Both Hands or Both Feet or<br>Sight of Both Eyes or a Combination<br>of a Hand, a Foot or Sight of One Eye | \$100,000             |
| One Arm or One Leg   | \$75,000              |
| One Hand or One Foot or<br>Sight of One Eye  | \$66,666              |
| Speech or Hearing  | \$66,666              |
| Thumb and Index Finger<br>of the same Hand   | \$33,000              |
| <b>Paralysis</b>   |                       |
| Quadruplegia (complete paralysis<br>of both upper and lower limbs)   | \$200,000             |
| Paraplegia (complete paralysis<br>of both lower limbs)   | \$200,000             |
| Hemiplegia (complete paralysis<br>of upper and lower limbs of<br>one side of body)                         | \$200,000             |

“Loss” with reference to hand or foot means complete severance through or above the knuckle joint of at least four fingers of the same hand or three fingers and a thumb of the same hand or the ankle joint; with reference to arm or leg means complete severance through or above the elbow or knee joint; with reference to sight of an eye means the permanent loss of vision in one eye; and with reference to thumb and index finger means complete severance through or above the knuckle joints of the thumb and index finger.

“Loss” with reference to speech means the permanent and irrecoverable loss of the capability of speech without the aid of mechanical devices; with reference to hearing means the permanent and irrecoverable loss of hearing in both ears.

“Paralysis” means complete and irreversible loss of all motion of all practical use of an arm or leg provided the loss is continuous for twelve (12) consecutive months.

#### B. Permanent Total Disability and Coma Benefits

| <i>Loss</i>                | <i>Benefit Amount</i> |
|----------------------------|-----------------------|
| Permanent Total Disability | \$100,000             |
| Coma                       | \$100,000             |

- (i) *Permanent Total Disability* benefits are available only to you and your *Spouse*. Benefit amount (less any amount paid under Sections 3(A) and (B)) is payable if an *Insured Person* sustains *Permanent Total Disability* within three hundred sixty-five (365) days after the date of the accident and the *Permanent Total Disability* continues for twelve (12) consecutive months.
- (ii) *Coma* benefits are available only to your *Dependent Child(ren)*. An elimination period of thirty-one (31) days

applies, which commences on the date the *Dependent Child(ren)* enter into a *Coma*. *Coma* benefits are not payable, nor do they accrue, during an elimination period. The *Coma* benefit amount is payable monthly at a rate of 1% of the benefit amount shown above until the earliest of: 1) the date the *Dependent Child* dies; 2) the date the *Dependent Child* is no longer in a *Coma*; or 3) total payments equal the *Coma* benefit amount shown above. If the *Dependent Child* dies as a result of the accident during the period for which this *Coma* benefit is payable, we will pay a lump sum equal to the *Dependent Child's* loss of life benefit amount, less *Coma* benefit amounts already paid.

#### C. Exposure and Disappearance

- (i) When by reason of an accident described in Section 2, the *Insured Person* is unavoidably exposed to the elements and as a result of such exposure suffers a *Loss*, the amount set out in the Schedule of Benefits shall be paid.
- (ii) If the *Insured Person* has not been found within one (1) year of the disappearance, stranding, sinking, wrecking or breakdown of a *Common Carrier* in which the *Insured Person* was covered as an occupant, it will be assumed that the *Insured Person* has suffered a loss of life.

### Section 4 – Special Benefits

#### A. Family Transportation Benefit

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

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

#### B. Repatriation Benefit

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

#### C. Rehabilitation Benefit

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

- (i) such treatment is required in order to retrain the *Insured Person* for work in any gainful occupation, including the *Insured Person's* regular occupation; and
- (ii) expenses are incurred within two (2) years from the date of the accident. No payment will be made for ordinary living, travelling or clothing expenses.

### Section 5 – Payment of Benefits

The loss of life benefit of an *Account Holder* will be paid to the designated beneficiary. This choice must be in writing and filed with Chubb. All other benefit amounts for *Losses* suffered by the *Account Holder* are paid to the *Account Holder*.

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

If the *Insured Person* has not chosen a beneficiary, or if there is no beneficiary alive when the *Insured Person* dies, we will pay the benefit amount to the first surviving class in the following order:

- the *Insured Person's Spouse*;
- in equal shares to the *Insured Person's* surviving children;
- in equal shares to the *Insured Person's* surviving parents;
- in equal shares to the *Insured Person's* surviving brothers and sisters;
- to the *Insured Person's* estate.

### Section 6 – Exclusions

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

- Loss* occurring while the employee is in, entering or exiting any aircraft while acting or training as a pilot or crew member.
- Loss* resulting from suicide, attempted suicide or loss that is intentionally self-inflicted.
- Loss* caused by or resulting from a declared or undeclared war, but war does not include acts of terrorism.
- Loss* caused by bacterial infection except bacterial infection of an *Accidental Bodily Injury*, or if death results from the accidental ingestion of a substance contaminated by bacteria.

### Section 7 – Making a Claim

Written Notice of Claim must be given to Chubb Insurance Company of Canada, One Financial Place, 1 Adelaide Street East, Toronto, Ontario, M5C 2V9 within thirty (30) days after the occurrence or commencement of any *Loss* covered by this Policy or as soon as reasonably possible. Notice must include enough information to identify the *Insured Person* and *Account*. Failure to give Notice of Claim within thirty (30) days will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

Written Proof of *Loss* must be given to us within ninety (90) days after the date of *Loss*, or as soon as reasonably possible.

At the time of a claim, Chubb is available to assist you or your representative in obtaining and completing the necessary claim forms. Call 1-800-532-4822.

### Section 8 – Individual Termination of Insurance

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

- the date the Policy is terminated
- the expiration of the Policy term for which premium has been paid
- the date the *Account Holder's Account* is cancelled or his or her *Account* privileges are terminated.



## Section 9 – General Conditions

**LEGAL ACTION AGAINST US:** No legal action may be brought to recover on this Policy until sixty (60) days after we have been given complete written Proof of Loss. No such action may be brought after three (3) years from the time written Proof of Loss is required to be given. No such action may be brought unless there has been full compliance with all of the terms of this Policy. In no case will we be liable for benefits that are not payable under the terms of this Policy or that exceed the applicable Benefit Amounts or Limits of Insurance.

**CONFORMANCE WITH STATUTES:** Any terms of this Policy which are in conflict with the applicable statutes, laws or regulations of the province or territory in which this Policy is issued are amended to conform to such statutes.

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

**MASTER POLICY:** This certificate is a description of coverage provided by Policy #6476 4830 issued to The Toronto-Dominion Bank. All terms and conditions of the Policy govern. In no event does possession of multiple certificates or TD *Visa Accounts* entitle an *Insured Person* to benefits in excess of those described herein for any *Loss* sustained.

## Purchase Security and Extended Protection

*Provided by:*

*Elite Insurance Company  
Vancouver, British Columbia*

The Coverage Certificate below applies to the TD Green *Visa* Card which will be referred to as "TD *Visa* Card" throughout the Certificate:

### Coverage Certificate

The terms of the TD Green *Visa* Card Purchase Security and Extended Protection Group Policy #EW900315 (the Master Policy) issued by Elite Insurance Company (Insurer) to The Toronto-Dominion Bank are described in this Certificate. Words in *italics* in this Certificate are defined in Section 1.

### Section 1 – Definitions

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

**ACCOUNT HOLDER** means the cardholder to whom the monthly *Account* statement is sent. The *Account Holder* may be referred herein as "you" or "your".

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

**MANUFACTURER'S WARRANTY** means an express written warranty issued by or on behalf of the manufacturer of the *Insured Item* at the point of sale at the time of purchase of an *Insured Item*.

The *Manufacturer's Warranty* must be valid in Canada.

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

**SPOUSE** means:

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

## Section 2 – What are the Insurance Benefits

### (a) Purchase Security

The Purchase Security Plan automatically protects most *Insured Items* purchased with the TD *Visa* Card for ninety (90) days from purchase for all risk of direct physical loss or damage, except as herein provided, anywhere in the world, in excess of other applicable insurance. If the item is lost, stolen or damaged, it will be replaced or repaired, or the *Account Holder* will be reimbursed for the *Purchase Price*. This protection is provided at no additional cost and is in effect for purchases made from November 1, 1997.

### (b) Extended Protection

- (i) The Extended Protection Plan automatically provides extended warranty coverage for *Insured Items* such coverage to commence immediately following the expiry of the applicable *Manufacturer's Warranty* for a period equal to the period of the *Manufacturer's Warranty* coverage or one year, whichever is the lesser on most items purchased with the TD *Visa* Card as long as there is a *Manufacturer's Warranty* valid in Canada (automatic coverage is limited to warranties five years or less). *Manufacturer's Warranties* greater than five years are covered if registered with Insurer within the first year after purchase of the item.
- (ii) To register an *Insured Item* with a warranty greater than five years for Extended Protection, the *Account Holder* must send:
  - a copy of the sales receipt;
  - *Visa* record of charge or *Visa* statement;
  - serial number of the item, if available;
  - original *Manufacturer's Warranty* valid in Canada; and
  - description of the product to the Insurer at the address noted in Section 5.

This protection is provided at no additional cost and is in effect for purchases made from November 1, 1997.

## Section 3 – Policy Limits

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

- (a) Repair, rebuild or replace the item lost or damaged (whether wholly or in part), upon notifying the *Account Holder* of its intention to do so within forty-five (45) days following receipt of the required Loss Report; or

- (b) Pay cash for said item, not exceeding the full *Purchase Price* thereof paid using the *Account* and subject to the exclusions, terms and limits of liability as stated in this Certificate.

## Section 4 – Exclusions

Any loss or damage of any aspect of any product, device, or equipment to function properly as caused by the change in date from 1999 to 2000 and subsequent years will be excluded. This exclusion applies to Purchase Security and to Extended Protection.

### Purchase Security

- (a) Coverage is not extended to loss or damage to the following:

- (i) cash or its equivalent, traveller's cheques, tickets and any negotiable instruments;
- (ii) art objects, bullion, rare or precious coins;
- (iii) perishables, animals or living plants;
- (iv) jewellery and watches in baggage unless carried by hand and under the personal supervision of the *Account Holder* or *Account Holder TRAVELLING COMPANION* previously known to the *Account Holder*;
- (v) automobiles, motorboats, aircrafts, motorcycles, motor scooters and other motorized vehicles, parts and accessories thereof;
- (vi) ancillary costs incurred in respect of an *Insured Item* and not forming part of the *Purchase Price*;
- (vii) parts and/or labour required as a result of mechanical breakdown;
- (viii) used and pre-owned items including antiques and demos;
- (ix) any item purchased by and/or used for a business or commercial purpose;
- (x) items consumed in use; and
- (xi) services.

- (b) Loss or damage resulting from the following perils are excluded from coverage:

- (i) abuse or fraud;
- (ii) flood or earthquake;
- (iii) war, invasion, hostilities, rebellion, insurrection, terrorism, confiscation by authorities, contraband or illegal activity;
- (iv) normal wear and tear;
- (v) mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another);
- (vi) radioactive contamination;
- (vii) inherent product defects;
- (viii) normal course of play; or
- (ix) willful acts or omissions; and
- (x) indirect, incidental or consequential damages, including bodily injury, property damage, economic loss, punitive or exemplary damages and legal costs are not covered.

## Extended Protection

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

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

## Section 5 – Claims

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

### (a) Initial Notification

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

Call toll-free between 8:00 a.m. and 5:00 p.m.

Pacific Time:

**1-800-667-8031**

Or in writing to:

**TD Visa Insurance Services  
Elite Insurance Company  
1100 - 1125 Howe Street  
Vancouver, British Columbia  
V6Z 2Y6**

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

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

### (b) Written Proof

#### (i) Purchase Security

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

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

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

#### (ii) Extended Protection

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

1. Authorize the repair, if appropriate; and

2. Ask the *Account Holder* to:

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

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

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

## Section 6 – Termination of Insurance

This coverage terminates on the earliest of the following:

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

## Section 7 – General Conditions

OTHER INSURANCE. The Purchase Security coverage is in excess of the *Account Holder's* other applicable valid and collectible insurance or indemnity. The Insurer will be liable only for the excess of the amount of the loss or damage over the amount covered under other insurance or indemnity 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 of the *Master Policy*. This coverage will not apply as contributing insurance and this "non-contribution" shall control despite any "non-contribution" provision in other insurance or indemnity policies or contracts.

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

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

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

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

LEGAL ACTION. Every action or proceeding against the Company for the recovery of any claim under or by the virtue of the Policy is absolutely barred unless commenced within one year (three years in Quebec) next after the loss or damage to the *Insured Item* occurs and provided further that the Cardholder has within such period or shorter period specified herein complied with all other conditions of the Policy.

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

<sup>††</sup> TD Bank Financial Group means The Toronto-Dominion Bank and its affiliates who provide deposit, investment, loan, securities, trust, insurance and other products or services.

<sup>†</sup> TD Canada Trust, licensed user of Mark.

<sup>\*</sup> Visa International Service Association/Used under license.

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