coverage, limitations and exclusions.

the Definitions sections to ensure you have a full understanding of your terms. As you read this Guide to Coverage, you may need to refer to each Certificate of Insurance for the meanings of all capitalized and italicized Refer to the Definitions section below and the Definitions section within

insurance money is to be payable.

the Insured Person to designate persons to whom or for whose benefit This Policy contains a provision removing or restricting the right of

Primary Cardholder under the policy.

in this Guide to Coverage supersedes any certificate(s) of insurance previously issued to the provided by a Certificate of Insurance in this Guide to Coverage. The Certificates of Insurance event will a corporation, partnership or business entity be eligible for the insurance coverage insurance or policy which affords that person the greatest amount of insurance coverage. In no insurance or policy, such person shall be deemed to be insured only under the certificate of that any person is recorded by Us as an "Insured Person" under more than one certificate of similar to that provided by a Certificate of Insurance in this Guide to Coverage. In the event policy issued by Us, marketed to the Bank's credit card group, providing insurance coverage No person is eligible for coverage under more than one certificate of insurance or insurance

pursuant to this Certificate has come into or is in force.

Cardholder, whether an Account is in Good Standing and consequently whether the insurance agreement under which payments are made. Only the Bank may determine who is a Primary All benefits are subject, in every respect, to the terms of the Policy which alone constitute the

of the Bank and, where specified, their Spouses, Dependent Children and/or certain other The Policy provides the insurance described below for Preferred Mastercard Primary Cardholders

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

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

This Guide to Coverage contains important intormation about Your insurance.

Mastercard" throughout the Certificates of Insurance:

ANAM" a zo ot berreferred bird chirlw historian berreferred berreferred as the ot sellique gareness and shire and selling single berreferred by the contract of the contract o

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

CIQILUS AQUINISTIATION AND AQUAGATOR SERVICES ARE PROVIDED BY:

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

Coverage for: Common Carrier AD&D is provided by:

MBNA® PREFERRED MASTERCARD®

CREDIT CARD GUIDE TO COVERAGE

Part 1 - Common Carrier Accidental

of Insurance

5 Part 2 – Legal Assistance

5 Part 3—Trip Assistance

6 General Provisions

Death and Dismemberment

(AD&D) Benefits Certificate

2 Definitions

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The Toronto-Dominion Bank is the issuer of this credit card. MBNA is a division of

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applicable, of this definition of Spouse.

for determining eligibility for benefits or coverage shall be determined on the basis, where the Primary Cardholder. Any familial relationships to the Primary Cardholder that are relevant of at least one (1) year in a conjugal relationship and who resides in the same household as such person, the person who has been living with the Primary Cardholder for a continuous period Spouse means the person who is legally married to the Primary Cardholder, or if there is no

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

Preferred Mastercard means a Preferred Mastercard credit card issued by the Bank.

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

elsewhere call collect 1-519-742-9356.

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

lend themselves to a reasonable conclusion that a theft occurred. cannot be located, and the circumstances of its disappearance cannot be explained or do not

Mysterious Disappearance means when the article of personal property in question Dependent Child and/or certain other persons as defined in the applicable benefit provision.

Insured Person means a Primary Cardholder and, where specified, his/her Spouse, each

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

disability and is totally reliant on the Primary Cardholder or his/her Spouse for support c. any age, but is incapable of self-sustaining employment due to physical or mental or university, or

b. under twenty-six (26) years of age and is a full-time student attending a recognized college . a. under twenty-one (21) years of age, or

step-child of the Primary Cardholder, is principally dependent on the Primary Cardholder for Dependent Child means a person who: is an unmarried, natural child, adopted child or зегусе wnich is иселѕеа то сату раззелдетs тот сотпрепзатион от пите.

Common Carrier means any land, air or water conveyance for regularly scheduled passenger

Is in 600d Standing with the Bank.

Account means the Primary Cardholder's Preferred Mastercard credit card account provided it

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

Accidental Bodily Injury means bodily injury caused directly and independently of all uniess otherwise defined under each Lertificate of Insurance.

This section defines capitalized and italicized terms that are used throughout this document

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is directly or indirectly a result of one or more of the following: 000,02 Γ 2 10 czesze ni zU etpigido zaraz erazet Mastercard advirante or milimitate or milimit This insurance does not cover certain risks. We will not pay benefits if the Insured Person's Loss

We will pay the following benefit in the event that an Insured Person, while travelling as a

The maximum total benefit payable, per Account, for any one accident shall be \$150,000.

terminates under this Certificate in accordance with the "Termination of Coverage" provisions

the end of the Insured Person's Trip or on the date on which the Primary Cardholder's coverage

Coverage Period The coverage is in effect while travelling on a Trip. The coverage ceases at

or part of the cost of an Insured Person's fare for travel on a Common Carrier to the Account

Coverage Eligibility The following benefits apply when the Primary Cardholder charges all

Dlindness is not the standard for determining Loss of sight under this Policy. Loss of speech or

acuity and it must be the direct result of physical damage to the eye and/or optic nerve. Legal

index finger on the same hand. Loss of sight must be complete, irrecoverable loss of all visual

above the wrist or ankle joint. Loss of thumb and index finger means total loss of thumb and

Loss of hand or foot means dismemberment by complete and permanent severance at or

Insured Person means the Primary Cardholder, Spouse, and Dependent Child whose full fare

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

Policy No. TGV008 (the "Policy") issued by TD Life Insurance Company to MBNA, a division of

ander Geroribed under Gertificate de Insurance describéd un des jantantes de June de J

Benefit Certificate of Insurance

PART 1 - Common Carrier Accidental Death & Dismemberment

e. Tickets or passes for sporting events or other entertainment, exhibitioner comparable

The cost of which has been partially or completely charged to the Account prior to departure:

3. a package tour which has been sold as a unit and includes at least two of the following,

2. a stay in a hotel or similar accommodation, the cost of which has been partially or

1. Travel by a Common Carrier, the fare for which has been partially or completely charged to

Trip means, for an Insured Person, a scheduled period of time away from the Insured Person's

Ticket means evidence of the fare paid for travel on a Common Carrier and which fare has

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

or a portion thereof, for travel on a Common Carrier has been charged to the Account.

SET OUT IN ThIS LETTITICATE.

We, Our and Us means TD Life Insurance Company

hearing must be complete and irrecoverable.

g. The services of a guide.

f. lessons; or

d. meals; or

c. accommodation; or

b. vehicle rental; or

a. common carrier transportation; or

the Account prior to departure; or

completely charged to the Account prior to departure; or

Canadian province/ territory of residence which includes:

рееп раглану ог сотріетелу спагдеа то тпе мссоилт.

event; or

EXCLUSIONS AND LIMITATIONS COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT

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

sustained by a minor will be paid to the minor's legal guardian.

Child are paid to the Spouse or Dependent Child, except that any amount payable for Losses Uni Administrator. All other benefit amounts for Losses suffered by the Spouse or Dependent if living, otherwise to the designated beneficiary. This choice must be in writing and filed with The loss of life benefit of a Spouse or Dependent Child will be paid to the Primary Cardholder,

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

Payment of Benefits

from bodily injury caused solely by an accident.

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

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

payable for any one of the Losses sustained.

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

\$37,000	Loss of Thumb and Index Finger on the Same Hand
000'97\$	Loss of Hearing
000'97\$	Гозг оф Зреесh
000'97\$	Loss of Entire Sight of One Eye
000'97\$	Loss of One Hand or One Foot
000'051\$	Loss of Speech and Hearing
000'051\$	Loss of One Hand and One Foot
000'051\$	Loss of Entire Sight of Both Eyes
000'051\$	ey3 enO fo thgi2 eritn3 eAt bno
	Loss of One Foot or One Hand
000'051\$	Loss of Both Hands or Feet
000′051\$	Loss of Life
ened to tnuom/	foss:

an Accidental Bodily Injury resulting in one of the following Losses: Corrier to and from the airport, bus, train or ship terminal where the $\overline{\text{trip}}$ begins or ends, suffers passenger on a Common Carrier during a Trip or while travelling as a passenger on any Common

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- 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
- 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
- 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 aas: or
- 6. **Criminal Offence** committing or attempting to commit a criminal offence, or committing or provoking an assault: or
- Medical Complications medical or surgical treatment or complications arising therefrom, except when required as a direct result of an Accidental Bodily Injury.

PART 2 - 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 Preferred Mastercard* card.

You and Your means the Primary Cardholder, Spouse and/or Dependent Child

Coverage Eligibility

No need to use Your Preferred 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).

PART 3 - 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 Preferred Mastercard* card.

You and Your means the Primary Cardholder, Spouse and/or Dependent Child.

Coverage Eligibility No need to use *Your Preferred 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 are to be provided by the *Operations Centre* and are 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 U.S. call toll free 1-866-520-8827. From elsewhere call collect 1-519-742-9356.

General Provisions

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Guide to Coverage:

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) 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 noid

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