

GUIDE TO COVERAGE FOR AN

MBNA PLATINUM PLUS OR TRUE LINE

MASTERCARD® CARDHOLDERS

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General Provisions

Coverage for: <i>Purchase Assurance and Extended Warranty</i> is provided by:
TD Home and Auto Insurance Company (Insurer) 320 Front Street West, 3rd Floor Toronto, Ontario M5V 3B6
Claims administration and adjudication services are provided by:
Global Excel Management Inc. (Administrator) 73 Queen Street Sherbrooke, Quebec J1M 0C9 Phone: 1-866-520-8827 or +1-519-742-9356

This Guide to Coverage applies to the True Line or Platinum Plus Mastercard which will be referred to as a "MBNA Mastercard" throughout the Certificates of Insurance:

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

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

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

The *Policy* provides the insurance described below for *Platinum Plus* or *True Line Mastercard Primary Cardholders* of the Bank and, where specified, their *Spouses, Dependent Children* and/or certain other persons.

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

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

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

Definitions:

Account means the *Primary credit Cardholder's* Platinum Plus or True Line Mastercard credit card account provided it is in *Good Standing* with the Bank.

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

Family Cardholder means a *Primary Cardholder's Spouse* and/or *Dependent Child* who has been issued a Supplemental Platinum Plus or True Line Mastercard credit card issued by the Bank.

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

Insured Person means a *Primary Cardholder* and, where specified, his/her *Spouse*, each *Dependent Child* and/or certain other persons as defined in the applicable benefit provision.

Mastercard means a Platinum Plus or True Line Mastercard credit card issued by the Bank.

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

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

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

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

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

PART I - Purchase Assurance and Extended Warranty Certificate of Insurance

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

PURCHASE ASSURANCE

Insured Person means the *Primary Cardholder* or *Family Cardholder*.

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

Coverage Eligibility The following benefits apply when *You* charge the full cost of covered personal property items to *Your Account*, or if you purchase an item using a *Your Account* access cheque.

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

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

PURCHASE ASSURANCE EXCLUSIONS AND LIMITATIONS

- The following items are not covered: a) travellers cheques, money (paper or coin), tickets, bullion, banknotes, negotiable instruments or other numismatic property; b) documents; c) animals or living plants; d) mail order purchase until delivered and accepted by the *Primary Cardholder*; e) golf balls; f) automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawnmowers, golf carts, lawn tractors, trailers or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts or accessories.
- Computers, software, their parts and accessories are collectively considered one item. Coverage for such an item is limited to \$1,000 per loss.
- Jewellery and fine art (art objects) are collectively considered one item. Coverage is limited to \$500 for each item per loss.
- There is a lifetime total accumulative limit of \$60,000 per *Account*.
- Where a covered item is part of a pair or set, *You* will receive no more than the value of the particular part or parts stolen or damaged, regardless of any special value that the item may have as part of an aggregate purchase price of such pair or set.
- The *Operations Centre*, may, at its sole option, elect to a) repair, rebuild or replace the item stolen or damaged (whether wholly or in part), upon notifying *You* of its intention to do so within

sixty (60) days following receipt of the required proof of loss; or b) reimburse *You* for the item, not exceeding the purchase price (not including taxes).

7. *You will be entitled to receive no more than the purchase price (not including taxes) of the protected item as recorded on the Mastercard sales receipt.*

EXTENDED WARRANTY

Insured Person means the *Primary Cardholder* or *Family Cardholder*.

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

Coverage Eligibility The following benefits apply when *You* charge the full cost of an item to *Your Account*. Regardless of where the item is purchased, it must have a warranty valid in Canada. The coverage is available automatically, without registration, where the original manufacturer's warranty does not exceed 5 years. Where the original manufacturer's warranty exceeds 5 years, the item must be registered within one year of the date of purchase with the *Operations Centre*. *You* must provide the following to register the item:

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

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

EXTENDED WARRANTY EXCLUSIONS AND LIMITATIONS

1. The Extended warranty ends automatically when the original manufacturer ceases to carry on business for any reason whatsoever.
2. The following items are not covered: a) used items, b) automobiles, trailers, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawnmowers, golf carts, lawn tractors or any other motorized vehicles (except for miniature electrically powered vehicles intended for children) or any of their respective parts or accessories.
3. The extended warranty applies only to any parts and/or labour costs resulting from mechanical breakdown or failure of a covered item, or any other obligations that were specifically covered under the terms of the original manufacturer's warranty that is valid in Canada.

GENERAL PURCHASE ASSURANCE AND EXTENDED WARRANTY EXCLUSIONS AND LIMITATIONS

1. Claims resulting from the following are not covered: a) fraud; b) abuse; c) hostilities of any kind (including war, invasion, rebellion, insurrection), confiscation by authorities; risks of contraband; d) illegal activities; e) normal wear and tear; f) flood, earthquake, radioactive contamination; g) *Mysterious Disappearance*; h) inherent product defects; i) modifications or repairs to items or attempts thereof.
2. Eligible items which *You* give as a gift are covered, however, *You*, not the recipient, must make the claim for benefits. Items which have been sent by mail are not covered until they have been received by the recipient.
3. Bodily injury, property damages, consequential damages, punitive damages, exemplary damages and attorney's fees are not covered.
4. Copies of receipts and other documents described in this Certificate must be presented by *You* to file a valid claim.
5. *You* must notify the *Operations Centre* immediately after learning of any loss or occurrence. Upon receipt of such notice, the *Operations Centre* will provide *You* with the appropriate claim forms.
6. No other person or entity shall have any right, remedy or claim (legal or equitable) to these benefits. *You* shall not assign these benefits other than benefits for gifts as expressly provided in this Certificate.
7. At the sole discretion of The *Operations Centre*, *You* may be required to send at *Your* own expense, the damaged item on which a claim is based to an address designated by the *Operations Centre*.

8. Purchase benefits are only available to the extent that the item in question is not otherwise protected or insured in whole or in part. Benefits are in excess of all other applicable valid insurance, indemnity protection or warranty available to the *Primary Cardholder* in respect of the item subject to the claim. We will only be liable for the excess of the amount of the loss or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other insurance has been exhausted and subject to the exclusions, terms and limits of liability set out in this Certificate. This coverage will not apply as contributing insurance and this "non-contribution" shall prevail despite any "non contribution provision" in other insurance, indemnity or protection policies or contracts.

General Provisions

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.

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

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

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

mbna

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