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.

The services described above are to be provided by the *Operations Centre* and are assistance services only not insurance henefits. Assistance services may not be available in countries

5. Operations Centre Assistance Services

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,

The Operations Centre will help You replace lost or stolen travel documents. The cost of

1. Emergency Cash Transfer

When Yo

Coverage Eligibility

**Coverage Period** 

**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

### Coverage Eligibility

through family or friends if it cannot be charged to the Account

2. Lost Document and Ticket Replacement

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

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

made by Our Administrator will be charged to Your World Elite Mastercard card.

This is not an insurance benefit. This is a service provided by Our Administrator. Any payments

PART 6 – Trip Assistance

to credit availability)

hearing must be complete and irrecoverable.

**BENEFITS** 

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accident;

uuu hau) uuzoiei.

coverage Period

in-law, sister or brother, while Occupying the Rental Vehicle.

plindness 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 toot means dismemberment by complete and permanent severance at or

Insured Person means the Primary Cardholder and his/her Spouse, children, parent, parent-

(D&DA) TNAMABARAMANCIO DNA HTAAD JATNAQDDA AJDIHAV JATNAA

the vehicle was not available for rental, to the date the vehicle becomes available to rent.

It the loss-ot-use is charged, a copy of the rental agency's daily utilization log from the date

• a copy of Your World Elite Mastercard sales araft, and Your statement of Account showing

• a copy of the driver's license of the person who was driving the vehicle at the time of the

In the event of a claim, the Primary Cardholder must contact the Operations Centre as soon as

or portion of the loss assumed, waived or paid by the vehicle rental agency, its insurer, or a

or replacement cost of Your Rental Vehicle which has been damaged or stolen, less any amount

The amount of the benefit payable will be equal to the cost of the repair (including loss-of-use)

This coverage does not provide any form of third party automobile property

Your Rental Vehicle is being repaired, and 4) reasonable and customary charges for towing your

of its respective parts or accessories; and 3) rental agency charges for valid loss-of-use while

are covered for: 1) damage to Your Rental Vehicle; and 2) theth of Your Rental Vehicle or any

Insured Person means the Primary Cardholder. Subject to the limitations and exclusions, You

period; or 3) the date on which the Primary Cardholder's coverage is terminated in accordance

Vehicle, whether it be at its place of business or elsewhere; or 2) the end of the chosen rental

ends at the earliest of: 1) the time when the car rental agency assumes control of the Kental

ορειατε πιε κειπαι νειπειε υπαεί πιε τεπται αgreement τακές control of the κειπαι νειπειε, απα

Insurance coverage begins as soon as the Primary Cardholder or another person authorized to

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

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

accordance with the "Termination of Coverage" provision set out in this Certificate.

• a copy of the itemized repair estimate, final itemized repair bill and parts invoices;

• the front and back of the original opened and closed-out vehicle rental agreement;

• a copy of the police report when the loss results in damage or theft over \$500;

• a coby of the loss/damage report You completed with the car rental agency

point of the termination: We will need all the following information:

damage or personal injury liability insurance.

kental vehicle to the nearest available tacility.

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

COLLISION DAMAGE WAIVER (CDW) BENEFITS

with the "Termination of Coverage" provision set out within this Certificate.

• original receipt(s) for any repairs for which You may have paid; and

conditions, when the loss occurred.

Ytilidigility

aays, suplect to exclusions and limitations.

named in the Policy as the Policyholder.

g. the services of a guide.

accommodation; or

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τυς Αςconut prior το αεραιτυτε; οι

applicable, or this definition of Spouse.

completely charged to me Account prior to departure; or

Canadian province/ territory of residence which includes:

been partially or completely charged to the Account.

Primary Cardholder does not include an Authorized User.

p. vehicle rental; or

1. lessons; or

q. meals; or

IO (III9V9

authorized to operate the Rental Vehicle under the rental agreement and in accordance with its

The Rental Vehicle must have been operated by the Primary Cardholder or another person

agreement for a Rental Vehicle, where the total rental period does not exceed thirty-one (31)

The following benefits apply when the Primary Cardholder enters into a non-renewable rental

Insurance Company to MBMA, a division of The Toronto-Dominion Bank, (the "Bank"), which is

Policy No. TGV009 (the "Policy") issued by TD Home and Auto Insurance Company and TD Life

The insurance described in this Certificate of Insurance ("Certificate") is provided under Group

PART 1 - Rental Vehicle Benefits Certificate of Insurance

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

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

]. travel by a Common Carrier, the tare 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

tor determining eligibility for benefits or coverage shall be determined on the basis, where

the Primary Cardholder. Any tamilial 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

Kental Vehicle is a tour wheel passenger vehicle rented by the Primary Lardholder from

Account, as primary creatif caranolader, and for whom an Account is established by the Bank. A

Primary Cardholder means the credit cardholder who has signed an application for an

access these services from anywhere in Canada or U.S. call toll free 1-866-520-8827. From

Unless otherwise expressly provided herein or in the Policy, the following general provisions

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.

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

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

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

Due Diligence: The Insured Person shall use diligence and do all things reasonable to avoid

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

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)

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

**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

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

14

in the Proof of Loss provisions, within the time limit set out for proof of loss.

be shown that notice was sent as soon as reasonably possible

the prevailing rate of exchange on the date the service was provided.

or diminish any loss of or damage to property protected by the Policy.

made under this Certificate or the Policy.

or another applicable legislation.

hy law

benefit insurance money is to be payable.

elsewhere call collect 1-519-742-9356

You will then he sent a claim form

apply to the benefits described in this Guide to Coverage:

**General Provisions** 

a commercial car rental agency, and the full cost of which has been charged to the Account.

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

L

in this Guide to Coverage supersedes any certificate(s) of insurance previously issued to the

provided by aCertificate 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 attoras that person the greatest amount of insurance coverage. In no

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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  $U_{\rm S}$ , 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

Cardholder, whether an Account is in Good Standing and consequently whether the insurance

theagreement under which payments are made. Unly the bank may determine who is a Primary

All benefits are subject, in every respect, to the terms of the Policy which alone constitute

Cardholders of the Bank and, where specified, their Spouses, Dependent Children and/or

The Policy provides the insurance described below for World Elite Mastercard Primary

lerms 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").

This Guide to Coverage applies to the World Elite Mastercard which will be reterred to as a

(votartzinimbA) .onl tnomoga

Phone: 1-866-520-8827 or +1-519-742-9356

Sherbrooke, Quebec JIM 0C9

73 Queen Street

Claims administration and adjudication services are provided by:

SAI NZM ontario Ontario MJK 1A2

TD Life Insurance Company (Insurer)

Coverage for: Car Rental AD&D, Common Carrier AD&D is provided by:

Phone: 1-866-520-8827 or +1-519-742-9356

Sherbrooke, Quebec J1M 0C9

73 Queen Street

Global Excel Management Inc. (Administrator)

Claims administration and adjudication services are provided by:

Ioronto, Untario M5V 386

320 Front Street West, 3<sup>rd</sup> Floor

TD Home and Auto Insurance Company (Insurer)

Return Home, Purchase Assurance and Extended Warranty is provided by:

Coverage for: Collision Damage Waiver, Rental Vehicle Personal Effects, Unexpected

MBNA<sup>®</sup> WORLD ELITE

**GUIDE TO COVERAGE** 

2 Definitions

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PAGE

MASTERCARD<sup>®</sup> CREDIT CARD

Part 1 – Rental Vehicle Benefits

Part 2 – Common Carrier

of Insurance

**Certificate of Insurance** 

Accidental Death and

**Benefits Certificate** 

Part 3 – Unexpected Return Home

Part 4 – Purchase Assurance and

12 Part 5 – Legal Assistance

13 Part 6—Trip Assistance

13 General Provisions

**Extended Warranty** 

Certificate of Insurance

Certificate of Insurance

Dismemberment (AD&D)

BISEWHERE COIL COLLECT 1-519-742-9356.

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support and is;

a. under twenty-one (21) years of age, or

it is in Good Standing with the Bank.

any of the exclusions.

:snoitinit9U

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

lend themselves to a reasonable conclusion that a theft occurred.

Excel Management Inc. From anywhere in Canada or U.S. call toll free 7-866-520-8827. From

Operations Centre or Administrator means the operations centre maintained by Global

cannot be located, and the circumstances of its disappearance cannot be explained or do not

Wysterious Disappearance means when the article of personal property in question

Jurnied Person means a Primary Lardholder 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 tull compliance with all of the provisions of the Account

Family Cardholder means a Primary Cardholder's Spouse and/or Dependent Child who has

c. any age, but is incapable of self-sustaining employment due to physical or mental

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

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

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

Account means the Primary Cardholder's World Elite Mastercard credit card account, provided

hundred and rixty-five (365) days of the date of the bodily injury and more 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

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

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 Detinitions section below and the Definitions section within

the Insured Person to designate persons to whom or tor whose benefit

This Policy contains a provision removing or restricting the right of

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

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

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

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

 $^{\otimes}$  MBNA and other trade-marks are the property of The Toronto-Dominion Bank.

533418(0821)

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

beina claimed

date will be paid

The Toronto-Dominion Bank

50360588

MGI1523003F

service which is licensed to carry passengers for compensation or hire.

unless otherwise defined under each Certificate of Insurance.

coverage, limitations and exclusions.

insurance money is to be payable.

disability and is totally reliant on the Primary Cardholder or his/her Spouse tor support

been issued a Supplemental World Elite Mastercard credit card issued by the Bank.

Dependent Child and/or certain other persons as defined in the applicable benefit provision.

Primary Cardholder under the policy.

certain other persons.

conflict.

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

Please read this document caretully and keep it in a sate place.

"MBNA Mastercard" throughout the Certificates of Insurance:

Global Excel Mai

Ihis Guide to Coverage contains important intormation about Your insurance.

The following service is available to You until such time as Your coverage is terminated in

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

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

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

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

The maximum total benefit payable, per *Account*, for any one accident is \$300,000. In no event will duplicate or multiple Mastercard cards obligate *Us* to pay in excess of \$300,000 per accident.

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

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

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

### Payment of Benefits

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

The Loss of Life benefit of a *Spouse* or *Dependent Child* will be paid to the *Primary Cardholder*, if living, otherwise to the designated beneficiary. This choice must be in writing and filed with *Our Administrator*. All other benefit amounts for *Losses* suffered by the *Spouse* or *Dependent Child* 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 *Primary Cardholder* has not chosen a beneficiary, or if there is no beneficiary alive when the *Insured Person* dies, the amount payable will be paid to the *Primary Cardholder's* estate.

be covered hereunder, it will be presumed that the *Insured Person* suffered Loss of Life resulting from bodily injury caused solely by an accident.

### **Payment of Benefits**

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

The Loss of Life benefit of a *Spouse* or *Dependent Child* will be paid to the *Primary Cardholder*, if living, otherwise to the designated beneficiary. This choice must be in writing and filed with *Our Administrator*. All other benefit amounts for Losses suffered by the *Spouse* or *Dependent Child* 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 *Primary Cardholder* has not chosen a beneficiary, or if there is no beneficiary alive when the *Insured Person* dies, the amount payable will be paid to the *Primary Cardholder's* estate.

# COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT EXCLUSIONS AND LIMITATIONS

This insurance (Common Carrier Accidental Death and Dismemberment) does not cover certain risks. *We* will not pay benefits if the *Insured Person's Loss* is directly or indirectly a result of one or more of the following:

1. Disease - sickness, illness, bodily or mental infirmity or disease of any kind; or

- 2. Suicide suicide, attempted suicide or self-inflicted injury while same or insame; or
- 3. War or Insurrection declared or undeclared war, or any act of war, riot or insurrection, or service in the armed forces of any country or international organization; or
- 4. Intoxication any event which occurs while the concentration of alcohol in the *Insurea 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 gas; or
- 6. Criminal Offence committing or attempting to commit a criminal offence, or committing or provoking an assault; or
- 7. Medical Complications medical or surgical treatment or complications arising therefrom, except when required as a direct result of an *Accidental Bodily Injury*.

# PART 3 – Unexpected Return Home Benefits Certificate of Insurance

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

Insured Person means the Primary Cardholder, Spouse and/or Dependent Child.

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

# Coverage Eligibility

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

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### **RENTAL VEHICLE PERSONAL EFFECTS BENEFITS**

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

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

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

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

## GENERAL RENTAL VEHICLE EXCLUSIONS AND LIMITATIONS

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

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

13. Seizure or destruction - seizure or destruction under a quarantine or customs regulation; or

# 14. Suicide – suicide, attempted suicide or self-inflicted injury, while sane or insane.

#### COLLISION DAMAGE WAIVER EXCLUSIONS AND LIMITATIONS

- You must decline the collision damage waiver benefits (or similar provisions, such as "loss damage waiver") offered by the car rental agency (when not prohibited by law). If such coverage is not available from the car rental agency, then CDW benefits are not available under this Certificate.
   There is a lifetime CDW benefits cumulative limit of \$65,000 per Account.
- There is a memory benefities contactive mining of 50,000 per account.
   This coverage does not apply to *Rental Vehicles* effectively rented for a period exceeding thirty-one (31) days.

6

### Coverage Period

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

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

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

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

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

#### PURCHASE ASSURANCE

Insured Person means the 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 elite 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 PROTECTION EXCLUSIONS AND LIMITATIONS

#### 1. The following items are not covered:

- a. travellers cheques, money (paper or coin), tickets, bullion, bank notes, negotiable instruments or other numismatic property;
- b. documents;
- c. animals or living plants;
- d. mail order purchase until delivered and accepted by the Primary Cardholder;
- e. golf balls;
- f. automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding

4. This coverage will not pay for cost of any insurance offered by or purchased through the car rental agency, even if such cost is mandatory or included in the price of the vehicle rental.

Loss of hand or foot means dismemberment by complete and permanent severance at or above the wrist or ankle joint. Loss of thumb and index finger means total loss of thumb and

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

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

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

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

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

The coverage is in effect while travelling on a Trip. The coverage ceases at the end of the

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

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

The maximum total benefit payable, per Account, for any one accident shall be \$1,000,000.

In no event will duplicate or multiple Mastercard cards obligate Us in excess of \$1,000,000

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

a Common Carrier during a Trip or while travelling as a passenger on any Common Carrier to and

from the airport, bus, train or ship terminal where the Trip begins or ends, suffers an Accidental

If more than one of the described Losses is sustained by an Insured Person in any one accident,

then the maximum total benefit payable for that person is limited to the greatest amount

Exposure and Disappearance If by reason of an accident covered by the Policy an Insured

Person is unavoidably exposed to the elements and as a result of such exposure suffers a Loss

for which indemnity is otherwise payable hereunder, such Loss will be covered under the terms

If the body of an *Insured Person* has not been found within six (6) months after the date of

disappearance as the result of the sinking or wrecking of a Common Carrier in which the Insured

Person was riding at the time of the accident and under such circumstances as would otherwise

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3. The extended warranty applies only to any parts and/or labour costs resulting from

**GENERAL PURCHASE ASSURANCE AND EXTENDED WARRANTY EXCLUSIONS** 

2. Eligible items which You give as a gift are covered, however; You, not the recipient, must

3. Bodily injury, property damages, consequential damages, punitive damages, exemplary

4. Copies of receipts and other documents described in this Certificate must be presented by

5. You must notify the Operations Centre immediately after learning of any loss or occurrence

6. No other person or entity shall have any right, remedy or claim (legal or equitable) to

Upon receipt of such notice the Operations Centre will provide You with the appropriate

these benefits. You shall not assian these benefits other than benefits for aifts as expressly

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

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.

PART 5 – Legal Assistance

This is not an insurance benefit. This is a service provided by Our Administrator. Any payments

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made by Our Administrator will be charged to Your World Elite Mastercard card.

8 Purchase benefits are only available to the extent that the item in question is not otherwise

make the claim for benefits. Items which have been sent by mail are not covered until they

c. hostilities of any kind (including war, invasion, rebellion, insurrection);

d. confiscation by authorities: risks of contraband: illegal activities

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

Amount of Benefit

\$1,000,000

\$1,000,000

\$1,000,000

\$1,000,000

\$1,000,000

\$1,000,000

\$500,000

\$500.000

\$500,000

\$500,000

\$250,000

hearing must be complete and irrecoverable.

prior to departure.

this Certificate

Loss: Loss of Life

Loss of Both Hands or Feet

Loss of One Foot or One Hand

and the Entire Sight of One Eve

Loss of Entire Sight of Both Eyes

Loss of One Hand and One Foot

Loss of Speech and Hearing

Loss of One Hand or One Foot

Loss of Entire Sight of One Eye

Loss of Speech

Loss of Hearina

of the Policy.

in Canada

a. fraud;

b. abuse:

normal wear and tear.

q. Mysterious Disappearance:

have been received by the recipient.

damages and attorney's fees are not covered.

indemnity or protection policies or contracts.

h. inherent product defects:

You to file a valid claim.

provided in this Certificate.

Onerations Centre.

claim forms

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AND LIMITATIONS

1. Claims resulting from the following are not covered:

flood, earthquake, radioactive contamination;

modifications or repairs to items or attempts thereof.

**Coverage Period** 

We, Our and Us means TD Life Insurance Company

Bodily Injury resulting in one of the following Losses:

Loss of Thumb and Index Finaer on the Same Hand

payable for any one of the Losses sustained

- 5. Vehicles which belong to the following categories are not covered:
- vans (except as defined below);
  trucks;
- campers or trailers;
- off-road vehicles:
- motorcycles, mopeds or motorbikes;
- expensive or exotic vehicles;
- antique vehicles;
  recreational vehicles;
- leased vehicles.

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

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

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

- ans are not excluded provided the
- a. are sport utility vehicle (SUV);
  b. are for private passenger use with seating for no more than eight (8) occupants including the driver; and
- c. do not exceed a "3/4 ton" rating; and
- d. are not designed for recreational use; and

their respective parts or accessories.

to \$500 for each item per loss.

**EXTENDED WARRANTY** 

to register the item:

• copy of the vendor sales receipt:

description of the item.

serial number of the item (if available);

on business for any reason whatsoever.

2. The following items are not covered:

parts or accessories.

a. used items,

Coverage for such an item is limited to \$1,000 ner loss

4. There is a lifetime total accumulative limit of \$60,000 per Account.

may have as part of an aggregate purchase price of such pair or set.

for the item, not exceeding the purchase price (not including taxes).

protected item as recorded on the World Elite Mastercard sales receipt.

Insured Person means the Primary Cardholder or Family Cardholder.

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

• customer copy of the World Elite Mastercard sales receipt

original manufacturer's warranty valid in Canada;

manufacturer's warranty does not exceed 5 years.

e. are not to be used for hire by others.

## RENTAL VEHICLE PERSONAL EFFECTS EXCLUSIONS AND LIMITATIONS

- 1. Personal effects do not include money (whether paper or coin), bullion, bank notes, securities, other numismatic property, tickets or documents.
- 2. Computers, software and cellular telephones are not covered.
- Benefits are not paid if loss results from *Mysterious Disappearance*.
   Personal effects coverage is in excess of all other applicable valid insurance, indemnity or
- T. TOTSOTIAL ETTERS COVENUSE IS IT EXCESS OF AN OTHER APPLICABLE VALIA ITSUFARCE, I protection available to You in respect of the item subject to the claim.

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

PART 2 - Common Carrier Accidental Death and Dismemberment

(AD&D) Benefits Certificate of Insurance

The insurance described in this Certificate of Insurance ("Certificate") is provided under Group

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

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

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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

2. Computers, software, their parts and accessories are collectively considered one item.

3. Jewellery and fine art (art objects) are collectively considered one item. Coverage is limited

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

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

6. The Operations Centre, may, at its sole option, elect to a) repair, rebuild or replace the item

7. You will be entitled to receive no more than the purchase price (not including taxes) of the

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

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

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

1. The extended warranty ends automatically when the original manufacturer ceases to carry

b. automobiles, trailers, motorboats, airplanes, motorcycles, motorscooters, snowblowers,

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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

(excluding any extended warranty offered by the manufacturer or any other party).

**EXTENDED WARRANTY EXCLUSIONS AND LIMITATIONS** 

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

or a portion thereof for travel on a *Common Carrier* has been charaed to the Account