



**AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA  
AND**

**AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA**

**Certificate of Insurance**

**MBNA Merit® Mastercard® Cardholders**

**Group Policy: MBNA-ME1119 and MBNA-MEL1119**

**Effective: November 8, 2019**

**This Certificate of Insurance contains information about your insurance.**

**Please read it carefully and keep it in a safe place.**

**Refer to the definitions section at the end of this document or to the applicable description of benefits and the paragraph following this one for the meanings of all capitalized terms.**

**This Certificate of Insurance contains a clause which may limit the amount payable. Additionally, this Certificate of Insurance contains a provision removing or restricting the right of the Insured Person to designate persons to whom or for whose benefit insurance money is payable.**

The coverage outlined in this Certificate of Insurance is effective as of November 8, 2019, and is provided to eligible MBNA Merit Mastercard Cardholders, and where specified, their eligible Spouses and Dependent Children by American Bankers Insurance Company of Florida and/or American Bankers Life Assurance Company of Florida (hereinafter collectively referred to as the "Insurer") under Group Policy numbers MBNA-ME1119 and MBNA-MEL1119 (hereinafter referred to as the "Policy") issued by the Insurer to MBNA, a division of The Toronto-Dominion Bank (hereinafter referred to as the "Policyholder").

The terms, conditions and provisions of the Policy are summarized in this Certificate of Insurance, which is incorporated into and forms part of the Policy. All benefits are subject in every respect to the Policy, which alone constitutes the agreement under which benefits will be provided. To the extent that any term, condition or provision of the Policy are deemed to be contrary to any applicable laws, the applicable laws shall govern with respect to such term, condition or provision of the Policy. You or a person making a claim under this Certificate of Insurance may request a copy of the Policy and/or a copy of your application for this insurance (if applicable) by writing to the Insurer at the address shown below.

The Insurer's Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario, M2N 7E9.

In no event will a corporation, partnership or business entity be eligible for the insurance provided by this Certificate of Insurance.

Claims payment and administrative services under this Policy are arranged by the Insurer.

## DEFINITIONS

**Accidental Bodily Injury** means bodily injury caused directly by an accident occurring while the insurance evidenced by this Certificate of Insurance is in force, which results, within 365 days after the date of the accident, directly in any of the losses to which the insurance applies, and is sudden, unforeseen, unexpected and independent of any disease, bodily infirmity, bodily malfunction or any other cause.

**Account** means the Cardholder's Merit Mastercard account which is in Good Standing with the Policyholder.

**Administrator** means the service provider(s) arranged by the Insurer to provide claims payment and administrative services under the Policy.

**Cardholder** means the Primary Cardholder and any supplemental Cardholder also resident in Canada and who is issued a Merit Mastercard card and whose name is embossed on the card. Cardholder may be referred to as "You" or "Your".

**Checked Baggage** means the Cardholder's suitcases or other containers specifically designated for carrying personal property and which have been checked in with a Common Carrier.

**Common Carrier** means any land, air or water conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire, excluding courtesy transportation provided without a specific charge.

**Dependent Child(ren)** means Your unmarried natural, adopted or stepchildren who are dependent on You for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full-time attendance at a recognized institution of higher learning. Dependent Child(ren) also includes children 21 years of age or over who are permanently mentally or physically challenged and incapable of self-support.

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

**Eligible Expense** means charges for the following arrangements which have been booked or reserved prior to departure on a Trip:

- i) cost of transportation by a Common Carrier;
- ii) cost of hotel or similar accommodations; and
- iii) cost of a package tour which has been sold as a unit and includes at least two of the following:
  - transportation by a Common Carrier;
  - car rental;
  - hotel or similar accommodation;
  - meals;
  - tickets or passes for sporting events or other entertainment, exhibition or comparable event; or
  - lessons or the services of a guide.

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

**Immediate Family Member** means an Insured Person's Spouse, son or daughter (whether natural, adopted or step-child), parent, sister, brother, parent-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law.

**Insured Person** means a Cardholder and where specified, certain other eligible persons as outlined under the applicable benefit.

**Loss** as it relates to Common Carrier Accidental Death and Dismemberment means:

- i) With respect to life, Accidental Bodily Injury causing death.
- ii) With respect to sight, speech or hearing Accidental Bodily Injury causing entire and irrecoverable loss of sight, speech or hearing in both ears.
- iii) With respect to a hand, Accidental Bodily Injury causing actual irreversible severance of the entire four fingers of the same hand at or above the metacarpalphalangeal joints.
- iv) With respect to a foot, Accidental Bodily Injury causing actual irreversible severance of a foot at or above the ankle joint.

**Merit Mastercard** means an MBNA Merit Mastercard or MBNA Choice Rewards® Merit Mastercard issued by the Policyholder.

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

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

**Original Manufacturer's Warranty** means an express written warranty valid in Canada and issued by the original manufacturer of the personal property, excluding any extended warranty offered by the manufacturer or any third party.

**Physician** means a Physician or surgeon who is registered or licensed to practice medicine in the jurisdiction where the medical treatment or service is provided, and who is not related by blood or marriage to the Insured Person to whom the service is rendered.

**Primary Cardholder** means any natural person resident in Canada who is the applicant for, and is issued, a Merit Mastercard by the Policyholder.

**Pre-Existing Condition** means any medical condition(s) of an Insured Person:

- for which treatment while travelling could have been reasonably anticipated; and/or
- for which symptoms appeared in the 180 days prior to the date the Trip was booked; and/or
- which were investigated, diagnosed, treated, had treatment or further investigation recommended (including medication and its dosage or changes therein) in the 180 days prior to the date the Trip was booked.

**Spouse** means the person who is legally married to the Cardholder, or the person who the Cardholder has lived with and publicly represented as his/her Spouse for at least one year.

**Ticket** means evidence of fare paid for travel on a Common Carrier, which has been charged to Your Account and/or paid for by points redeemed under the Choice Rewards program.

**Travelling Companion** means a person booked to travel with You and/or Your Spouse on a Trip, and who has prepaid accommodations and/or transportation arrangements for the same Trip.

**Trip** means a scheduled period of time during which an Insured Person is away from his or her province or territory in Canada.

## **PURCHASE ASSURANCE AND EXTENDED WARRANTY**

Purchase Assurance and Extended Warranty coverage are underwritten by American Bankers Insurance Company of Florida. For this benefit, Insured Person means the Cardholder.

### **PURCHASE ASSURANCE**

Benefits are in effect when You charge the full cost of the item(s) to Your Account or pay such cost with points redeemed under the Choice Rewards program.

## Benefits

Purchase Assurance benefits are available automatically, without registration, to protect most new items of personal property purchased by You with Your Merit Mastercard Account, for 90 days from the date of purchase, against all risk of direct physical loss, theft or damage, anywhere in the world, subject to Limitations and Exclusions below.

## Limitations and Exclusions

Purchase Assurance benefits are only available to the extent that the item in question is not otherwise protected or insured in whole or in part. Purchase Assurance benefits are not available in respect of the following items:

- i) travellers cheques, cash (whether paper or coin), bullion, precious metals, tickets, documents, negotiable instruments or other numismatic property;
- ii) animals or living plants, golf balls or other sports equipment lost or damaged during the course of normal use;
- iii) mail order, internet, telephone purchase or any purchase being shipped until delivered and accepted by the Cardholder;
- iv) automobiles, motorboats, airplanes, motorcycles, motor- scooters, snowblowers, riding lawnmowers, golf carts, lawn tractors 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;
- v) perishables such as food and liquor and/or goods consumed in use;
- vi) jewellery lost or stolen from baggage unless such baggage is hand carried under the personal supervision of the Cardholder or the Cardholder's travelling companion with the Cardholder's knowledge;
- vii) used or previously owned or refurbished items, including antiques, collectibles and fine arts;
- viii) items purchased and/or used by or for a business or for commercial gain;
- ix) losses caused by or resulting from fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, Mysterious Disappearance, or inherent product defects; or
- x) bodily injury, property damage, consequential damages, punitive damages, exemplary damages and legal fees.

## Limits of Liability

There is a maximum lifetime liability of \$60,000 per Account for the Purchase Assurance benefit.

You will be entitled to receive no more than the original purchase price of the protected item or that portion of the original purchase price as recorded on Your Merit Mastercard® sales receipt. Where the protected item is a part of a pair or set, You will receive no more than the value of the item lost 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 Insurer, at its sole option, may elect to:

- i) repair, rebuild or replace the item lost or damaged (whether wholly or in part); or
- ii) pay You cash for the said item, not exceeding the original purchase price, the replacement price or the repair cost thereof, in the Insurer's discretion, and subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance.

See General Provisions for Purchase Assurance and Extended Warranty Insurance below.

## **EXTENDED WARRANTY**

Benefits are in effect when You charge the full cost of covered new item(s) to Your Account or pay such cost with points redeemed under the Choice Rewards program.

### **Benefits**

Extended Warranty benefits provide You with double the period of repair services on eligible items to a maximum of two years and provide the same coverage afforded by the Original Manufacturer's Warranty Benefits are available automatically and without registration where the Original Manufacturer's Warranty does not exceed five years. Where the Original Manufacturer's Warranty exceeds five years, the item must be registered within five years from the date of purchase. (Refer to "Registration").

Extended Warranty benefits are limited to the lesser of the cost to repair or replace or the original purchase price of the item.

### **Limitations and Exclusions**

The Extended Warranty benefit ends automatically upon the date when the original manufacturer ceases to carry on business for any reason whatsoever.

The Extended Warranty benefit does not cover the following items:

- i) used items;
- ii) automobiles, motorboats, airplanes, motorcycles, motor scooters, snowblowers, riding lawnmowers, golf carts, lawn tractors 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;
- iii) items purchased and/or used by or for a business or for commercial gain; or
- iv) bodily injury, property damage, consequential damages, punitive damages, exemplary damages and legal fees.

Extended Warranty benefits apply 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.

### **Registration**

To register item(s) with an Original Manufacturer's Warranty of five years or more for the Extended Warranty benefit, You must send copies of the following items within five years after the item is purchased to the Administrator:

- i) a copy of the original vendor sales receipt;
- ii) the "customer copy" of the Merit Mastercard sales receipt;
- iii) serial number of the item; and
- iv) the Original Manufacturer's Warranty.

Call (905) 305-4255 or 1-800-315-2051.

## **GENERAL PROVISIONS FOR PURCHASE ASSURANCE AND EXTENDED WARRANTY**

### **Gifts**

Eligible items that You give as gifts are covered. In the event of a claim, You, not the recipient of the gift, must make the claim for benefits.

### **Other Insurance**

Purchase Assurance and Extended Warranty coverage is in excess of all other applicable valid warranty, insurance, indemnity or protection available to You in respect of the item(s) subject to the claim. The Insurer will be liable only for the amount of loss or damage over the

amount covered under such other insurance, indemnity, warranty or protection and for the amount of any applicable deductible, only if all such other coverage has been claimed under and exhausted and subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

### **Claim Procedures for Purchase Assurance and Extended Warranty**

You must keep original receipts and other documents described herein to file a valid claim. You must notify the Administrator immediately after learning of any loss or occurrence. Your failure to provide proof of loss within 90 days from the date of loss or damage may result in denial of the related claim.

You may obtain Purchase Assurance and/or Extended Warranty claim forms by calling (905) 305-4255 or 1-800-315-2051.

Prior to proceeding with replacement or repairs, You must obtain the Administrator's approval in order to ensure the eligibility for payment of Your claim. You must complete and sign a claim form which must contain the time, place, cause and amount of loss and include the following:

- i) the "customer copy" of the Merit Mastercard sales receipt;
- ii) Your copy of the Account statement showing the charge;
- iii) the original vendor's sales receipt;
- iv) a copy of the Original Manufacturer's Warranty, (for Extended Warranty claims); and
- v) a police, fire, insurance claim or loss report or other third party report of the occurrence of the loss sufficient for determination of eligibility for the benefits hereunder.

In order to support Your claim You may be required to send, at Your own expense, the damaged item to the Administrator.

### **Purchase Assurance and Extended Warranty Termination of Coverage**

Coverage ends on the earliest of:

- i) the date Your Merit Mastercard Account is cancelled, closed or ceases to be in Good Standing;
- ii) the date You cease to be eligible for coverage; and
- iii) the date the Policy terminates.

No coverage will be provided for items purchased after the Policy termination date.

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

This coverage is underwritten by American Bankers Life Assurance Company of Florida. For this benefit, Insured Person means the Cardholder.

Benefits are in effect when You charge the full cost of Common Carrier travel to Your Account or pay such cost with points redeemed under the Choice Rewards program.

#### **Benefits**

As an Insured Person, You will be protected against an Accidental Bodily Injury sustained while Occupying a Common Carrier as a fare paying passenger. The Insurer will pay the applicable benefit specified for the resulting Loss per the Schedule of Insurance below.

Coverage is in force when an Insured Person is Occupying a Common Carrier to:

- i) travel directly to the point-of-departure terminal for the Trip shown on the Ticket;
- ii) make the Trip as shown on the Ticket; or

- iii) travel directly from the point-of-arrival terminal for the Trip shown on the Ticket to the next destination.

Coverage is also in force while the Insured Person is at a travel terminal immediately prior to or following the Trip evidenced by the Ticket.

<b>Schedule of Insurance</b>	
<b>Loss</b>	<b>Amount of Benefit</b>
Loss of Life	\$100,000
Loss of Both Hands or Feet	\$100,000
Loss of One Foot or One Hand and the Entire Sight of One Eye	\$100,000
Loss of Sight of Both Eyes	\$100,000
Loss of One Hand and One Foot	\$100,000
Loss of Speech and Hearing	\$100,000
Loss of One Hand or One Foot	\$50,000
Loss of Sight of One Eye	\$50,000
Loss of Speech	\$50,000
Loss of Hearing	\$50,000
Loss of Thumb and Index Finger on the Same Hand	\$25,000

- i) the maximum benefit payable to all Insured Persons from any one accident is \$300,000 per Account; and
- ii) if more than one described Loss is sustained by an Insured Person, then the total benefit payable from one accident is limited to the greatest amount payable for any one of the Loss sustained. For benefits to be payable, the Loss must occur within 365 days of the accidental event which caused the Loss.

Disappearance of an Insured Person's body due to wrecking, sinking or disappearance of a Common Carrier does not invalidate the insurance coverage if the body has not been found within one year of the disappearance, subject to all other terms of the Policy.

**Beneficiary**

Unless otherwise specified by the insured Cardholder, any amount due under the Certificate of Insurance for Loss of Life:

- i) at the death of the insured Cardholder, will be paid to the Spouse of the insured Cardholder, if living, otherwise equally to the insured Cardholder's then living children, including stepchildren and adopted children, if any, otherwise equally to the insured Cardholder's then living parents or parent, otherwise to the estate of the insured Cardholder; and
- ii) at the death of any other Insured Person, will be paid to the insured Cardholder in whose name the Account is maintained, if then living, otherwise as though it were a sum payable under i) above.

The beneficiaries herein designated may be changed in accordance with the Change of Beneficiary provision.

**Limitations and Exclusions**

Common Carrier Accidental Death and Dismemberment benefits are not payable for a Loss caused by or resulting from:

- i) intentionally self-inflicted injuries;
- ii) suicide or attempted suicide;

- iii) illness or disease;
- iv) pregnancy or complications of pregnancy, including resulting childbirth or abortion;
- v) bacterial and viral infection except bacterial infection of an Accidental Bodily Injury, or if death results from the accidental ingestion of a substance contaminated by bacteria;
- vi) any act of declared or undeclared war;
- vii) civil disorders;
- viii) an accident occurring while operating or learning to operate, or serving as a member of the crew of any aircraft;
- ix) the commission or attempted commission of a criminal offence; or
- x) an accident occurring while Occupying a water conveyance unless the conveyance itself is involved in an accident which causes the Loss to the Insured Person.

In the event of a claim, contact the Administrator at 1-800-315-2051 from Canada and the United States, or (905) 305-4255 collect from elsewhere in the world.

## **BAGGAGE DELAY**

This coverage is underwritten by American Bankers Insurance Company of Florida. For this benefit, Insured Person means the Cardholder.

Benefits are in effect when You charge the full cost of Common Carrier travel to Your Account or pay such cost with points redeemed under the Choice Rewards program.

### **Benefits**

Baggage Delay benefits are available when, while on a covered Trip, Your Checked Baggage is delayed or misdirected by a Common Carrier for more than 24 hours from the time You arrive at the destination on Your Ticket. The Insurer will reimburse You up to the maximum amount of \$300 for expenses incurred for the emergency purchase of essential items needed by You while on a covered Trip.

Baggage Delay benefits do not apply if the delay occurs at the Cardholder's location of permanent residence.

### **Limitations and Exclusions**

The Baggage Delay benefit is limited to \$100 per day up to a maximum of three days and is in excess of all other valid and collectible insurance.

Items not covered for Baggage Delay benefits include, but are not limited to:

- i) contact lenses, eyeglasses or hearing aids;
- ii) artificial teeth, dental bridges or prosthetic devices;
- iii) tickets, documents, money, securities, cheques, travellers cheques and valuable papers; or
- iv) business samples

In the event of a claim, contact the Administrator at 1-800-315-2051 from Canada and the United States, or (905) 305-4255 collect from elsewhere in the world.

## **TRIP CANCELLATION**

This coverage is underwritten by American Bankers Insurance Company of Florida. For this benefit, Insured Person means a Cardholder 69 years of age or under and/or his or her Spouse 69 years of age or under, and Dependent Child(ren) when booked to travel on a Trip with the Cardholder and/or Spouse while the Cardholder is eligible for this coverage.



Benefits are in effect when You charge at least 75% of Eligible Expenses for a Trip to Your Account or pay such Eligible Expenses with points redeemed under the Choice Rewards program.

### **Benefits**

You will be reimbursed, up to a maximum of \$3,000 per Account per Trip, for any portion of Eligible Expenses which are not refundable or reimbursable in any manner if, prior to a scheduled departure date, an Insured Person is required to cancel a Trip due to one of the following Covered Causes for Cancellation:

- i) death of an Insured Person, or an Insured Person's Immediate Family Member or a Travelling Companion;
- ii) sudden and unexpected illness, accidental injury or quarantine of an Insured Person and/or Travelling Companion which did not result from a Pre-Existing Condition and which prevents an Insured Person and/or Travelling Companion from leaving for a booked Trip on the scheduled departure date. A Physician must certify in writing that he or she advised the Insured Person and/or Travelling Companion to cancel the Trip after booking or that the illness or injury made it impossible for the Insured Person and/or Travelling Companion to start the booked Trip. Such certification must provide the medical reason for the decision; and
- iii) sudden and unexpected illness, or accidental injury of an Insured Person's Immediate Family Member after booking, which did not result from a Pre-Existing Condition and requires immediate hospitalization which is expected to last at least three consecutive days.

### **Limitations and Exclusions**

Benefits will not be payable for the cancellation of any Trip resulting directly or indirectly from:

- i) any reason other than those listed as Covered Causes for Cancellation;
- ii) a Pre-Existing Condition as defined;
- iii) pregnancy, childbirth and/or related complications occurring within nine weeks of the expected delivery date;
- iv) intentionally self-inflicted injuries, suicide or any attempt thereof;
- v) misuse of drugs, medication or alcohol;
- vi) insurrection or war, whether declared or undeclared; or
- vii) voluntary participation in a criminal offence or in a riot or civil commotion.

### **Claim procedures for Trip Cancellation**

When a claim occurs due to a Covered Cause for Cancellation, You must cancel Your Trip with the travel agency and notify the Administrator at 1-800-315-2051 from Canada and the United States, or (905) 305-4255 collect from elsewhere in the world within 48 hours. You are also required to submit a completed claim form and provide documentation to substantiate Your claim, including the following:

- i) original tickets, original vouchers, invoices, receipts;
- ii) Merit Mastercard receipt, statement of Account and any other documentation necessary to confirm that at least 75% of Eligible Expenses was charged to Your Account or paid for in points redeemed under the Choice Rewards program;
- iii) proof of the Covered Cause for Cancellation (e.g., medical certificate, death certificate);
- iv) proof that You have sought reimbursements for all Eligible Expenses from all other applicable organizations (eg., Travel agency, airline etc.); and
- v) evidence of all reimbursements, credits and/or vouchers obtained from said organizations.

Benefits payable under this insurance will be coordinated with other plans providing the same or similar benefits to the Cardholder, so that reimbursement under all plans (including this plan) does not exceed 100% of the loss.

## **GENERAL PROVISIONS**

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Certificate of Insurance.

### **Claim Reporting**

Immediately after learning of a loss, or an occurrence which may lead to a loss covered under this Certificate of Insurance, notify the Administrator. You will then be sent a claim form.

Written notice of claim must be given to the Insurer as soon as reasonably possible after the occurrence or commencement of any loss covered by the Policy, but in all events, provided within 90 days. Written notice given by or on behalf of the claimant or the beneficiary, with information sufficient to identify the Cardholder, shall be deemed notice of claim.

### **Proof of Loss**

The appropriate claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within one year from the date on which the loss occurred.

Failure to provide notice or furnish proof of loss within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after one year, Your claim will not be paid.

### **Examination and Autopsy**

The Insurer at its own expense shall have the right and opportunity to examine any Insured Person whose injury is the basis of a claim hereunder when and so often as it may reasonably require during pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

### **Payment of Claim**

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

The benefit for Loss of Life will be payable in accordance with the beneficiary provisions under the Common Carrier Accidental Death and Dismemberment benefits provisions of this Certificate of Insurance. Any other accrued benefits unpaid at the Insured Person's death may, at the option of the Insurer, be paid either to such beneficiary or to the Primary Cardholder. All other benefits will be payable to the Primary Cardholder.

If any benefit of this Certificate of Insurance shall be payable to the estate of the Insured Person or to an Insured Person or beneficiary who is a minor or otherwise not competent to give a valid release, the Insurer may pay such benefit, up to an amount not exceeding \$1,000 to any relative by blood or by marriage of the Insured Person or beneficiary who is deemed by the Insurer to be equitably entitled thereto. Any payment made by the Insurer in good faith pursuant to this provision shall fully discharge the Insurer to the extent of such payment.

### **Termination of Insurance**

Coverage ends on the earliest of:

- i) the date Your Merit Mastercard Account is cancelled, closed or ceases to be in Good Standing;
- ii) the date the Insured Person ceases to be eligible for coverage; and
- iii) the date the Policy terminates.

No losses incurred after the Policy termination date will be paid.

### **Change of Beneficiary**

The right to change of beneficiary is reserved to the Cardholder and subject to any provision or rule of law governing the right to change the beneficiary. The consent of the beneficiary or beneficiaries will not be required.

The Cardholder may change a beneficiary by filing a written request with the Insurer but such change shall not be operative until recorded by the Insurer and will relate back to and take effect as of the date the request was signed, but without prejudice to the Insurer on account of any payment made before receipt of such request. To change Your beneficiary designation, call the Administrator at 1-800-315-2051.

### **Subrogation**

Following payment of an Insured Person's claim for loss or damage, the Insurer shall be subrogated to the extent of the amount 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 its own expense, to sue in the Insured Person's name. The Insured Person shall give the Insurer all such assistance as is reasonably required 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 Insured Person.

### **Legal Action**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act, Limitations Act* or other applicable legislation in the Insured Person's province or territory.

### **Due Diligence**

The Insured Person shall use due diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected.

### **False Claim**

If You make any claim knowing it to be false or fraudulent in any respect, You shall no longer be entitled to the benefits of this insurance nor to the payment of any claim under the Policy.

### **Privacy Policy**

We may collect, use, and share personal information provided by You to Us, and obtained from others with Your consent, or as required or permitted by law. We may use the information to: serve You as a customer and communicate with You. We may process and store Your information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of Our privacy policy by calling 1-888-778-8023 or from Our website: [www.assurantsolutions.ca/privacy](http://www.assurantsolutions.ca/privacy). If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call Us at the number listed above.

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

If You have a concern or complaint about Your coverage, please call Us at 1-800-315-2051. We will do Our best to resolve Your concern or complaint. If for some reason We are unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may obtain detailed information for Our resolution process and the external recourse either by calling Us at the number listed above or at: [www.assurantsolutions.ca/consumer-assistance](http://www.assurantsolutions.ca/consumer-assistance).

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