

blindness is not the standard for determining Loss of sight under this *Policy*. Loss of speech or hearing must be complete and irrecoverable.

We, Our, and Us means TD Home and Auto 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:

	Amount of Benefit	
Loss:	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.

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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 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:

- Disease** - sickness, illness, bodily or mental infirmity or disease of any kind; or
- Suicide** - suicide, attempted suicide or self-inflicted injury while sane or insane; or
- War or Insurrection** - declared or undeclared war, or any act of war, riot or insurrection, or service in the armed forces of any country or international organization; or
- Intoxication** - any event which occurs while the concentration of alcohol in the *Insured Person’s* blood exceeds 80 milligrams of alcohol in 100 millilitres of blood; or
- Drugs or Poison** - any voluntary ingestion of poison, toxic substances or non-toxic substances or drugs, sedatives or narcotics, whether illicit or prescribed, in such quantity that they become toxic, or voluntary inhalation of a gas; or
- Criminal Offence** - committing or attempting to commit a criminal offence, or committing or provoking an assault; or
- Medical Complications** - medical or surgical treatment or complications arising therefrom, except when required as a direct result of an *Accidental Bodily Injury*.

PART 3 - UNEXPECTED RETURN HOME 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.

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.

RENTAL VEHICLE PERSONAL EFFECTS BENEFITS

Insured Person means the *Primary Cardholder* and his/her *Spouse*, children, parent, parent-in-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 following:

- 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 milligrams 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
- 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
- Illegal Trade** - transporting contraband or illegal trade; or
- Criminal Offence** - committing or attempting to commit a criminal offence, or committing or provoking an assault; or
- Off-road operation** - damage caused to the *Rental Vehicle* by use off of publicly maintained roads; or
- 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
- Confiscation** - confiscation by order of any government or public authority; or
- Seizure or destruction** - seizure or destruction under a quarantine or customs regulation; or
- 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*.
- This coverage does not apply to *Rental Vehicles* effectively rented for a period exceeding

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

thirty-one (31) days.

- 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.
- 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:

- are sport utility vehicle (SUV);
- are for private passenger use with seating for no more than eight (8) occupants including the driver; and
- do not exceed a “3/4 ton” rating; and
- are not designed for recreational use; and
- are not to be used for hire by others.

RENTAL VEHICLE PERSONAL EFFECTS EXCLUSIONS AND LIMITATIONS

- Personal effects do not include money (whether paper or coin), bullion, bank notes, securities, other numismatic property, tickets or documents.
- 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 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 The Toronto-Dominion Bank, (the “*Bank*”), which is named in the Policy as the Policyholder.

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

- The extended warranty ends automatically when the original manufacturer ceases to carry on business for any reason whatsoever.
- The following items are not covered:
 - used items,
 - 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.

Insured Person means the *Primary Cardholder, Spouse*, and *Dependent Child* whose full fare or a portion thereof, for travel on a *Common Carrier* has been charged to the *Account*.

Loss 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 hearing must be complete and irrecoverable.

We, Our and Us means TD Life 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.

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.

The maximum total benefit payable, per *Account*, for any one accident shall be \$500,000. In no event will duplicate or multiple Mastercard cards obligate *Us* in excess of \$500,000 per accident.

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 Bodily Injury* resulting in one of the following *Losses*:

Loss:	Amount of Benefit
Loss of Life	\$500,000
Loss of Both Hands or Feet	\$500,000
Loss of One Foot or One Hand and the Entire Sight of One Eye	\$500,000
Loss of Entire Sight of Both Eyes	\$500,000
Loss of One Hand and One Foot	\$500,000
Loss of Speech and Hearing	\$500,000
Loss of One Hand or One Foo	\$250,000
Loss of Entire Sight of One Eye	\$250,000
Loss of Speech	\$250,000
Loss of Hearing	\$250,000
Loss of Thumb and Index Finger on the Same Hand	\$125,000

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 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.

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- 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

- Claims resulting from the following are not covered:
 - fraud;
 - abuse;
 - hostilities of any kind (including war, invasion, rebellion, insurrection);
 - confiscation by authorities; risks of contraband; illegal activities;
 - normal wear and tear;
 - flood, earthquake, radioactive contamination;
 - Mysterious Disappearance*;
 - inherent product defects;
 - modifications or repairs to items or attempts thereof.
- 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.
- Bodily injury, property damages, consequential damages, punitive damages, exemplary damages and attorney’s fees are not covered.
- Copies of receipts and other documents described in this Certificate must be presented by *You* to file a valid claim.
- 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.
- 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.
- 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*.
- 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.

Part 5 - Legal Assistance

This is not an insurance benefit. This is a service provided by *Our Administrator*. Any payments made by *Our Administrator* will be charged to *Your Mastercard* card.

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