MBNA Platinum Plus®

*Visa** Credit Card

Guide to Coverage

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Coverage Period

The following service is available to *You* until such time as *Your* coverage is terminated in accordance with the "Termination of Coverage" provision set out in this Certificate.

If while travelling *You* require legal assistance, *You* can call the *Operations Centre* for referral to a local legal advisor and/or for assistance with arrangements for the posting of bail and the payment of legal fees, to a maximum of $5,000, which will be charged to the *Account* (subject to credit availability).

PART 6 – Trip Assistance

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

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

Coverage Eligibility No need to use *Your MBNA Platinum Plus Visa* card to be eligible for the following services.

Coverage Period The following services are available to *You* until such time as *Your* coverage is terminated in accordance with the "Termination of Coverage" provision set out in this Certificate.

1. **Emergency Cash Transfer**
When *You* are travelling away from home, the *Operations Centre* will help *You* to obtain an emergency cash transfer which will be charged to the *Account* (subject to credit availability, to a maximum of $5,000) or payment for such costs will be arranged, if reasonably possible, through family or friends if it cannot be charged to the *Account.*

2. **Lost Document and Ticket Replacement**
The Operations Centre will help You replace lost or stolen travel documents. The cost of obtaining replacement documents will be charged to the Account (subject to credit availability) or payment for such costs will be arranged, if reasonably possible, through family or friends if they cannot be charged to the Account.

3. **Lost Baggage Assistance**
The *Operations Centre* will help *You* locate or replace lost or stolen luggage and personal effects. The cost of obtaining replacement luggage and personal effects will be charged to the *Account* (subject to credit availability) or payment for such costs will be arranged, if reasonably possible, through family or friends if they cannot be charged to the *Account.*

4. **Pre-Trip Information**
You can call the *Operations Centre* to obtain information regarding passport and visa regulations and vaccination and inoculation requirements for the country to which *You* are travelling.

5. **Operations Centre Assistance Services**
The services described above are to be provided by the *Operations Centre* and are assistance services only, not insurance benefits. Assistance services may not be available in countries where there is political unrest or which *Operations Centre* determines to be unsafe. In order to access these services from anywhere in Canada or U.S. call toll free 1-866-520-8827. From elsewhere call collect 1-519-742-9356.

General Provisions

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

apply to the benefits described in this Guide to Coverage:

Claims: Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these benefits, notify the *Operations Centre* by calling toll free 1-866-520-8827 within Canada and the U.S., or by calling 1-519-742-9356 locally, or call collect from other countries.

You will then be sent a claim form.

Claim Forms: Within fifteen (15) days after the *Operations Centre* has received notice of claim, a claim form will be sent to the claimant. If the claimant does not receive the claim form, he or she will meet the requirements of this Certificate by sending to the *Operations Centre*: a) a written notice describing the cause of the claim; and b) satisfactory proof of loss as outlined in the Proof of Loss provisions, within the time limit set out for proof of loss.

Notice of Claim: Notice of Claim must be made to the *Operations Centre* within thirty (30) days of the date of the event for which benefits are being claimed. If this is not done, it must be shown that notice was sent as soon as reasonably possible.

Currency: All amounts stated in the Certificate are in Canadian currency unless otherwise indicated. If *You* have paid a covered expense, *You* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date the service was provided.

Due Diligence: The *Insured Person* shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the Policy.

False Claim: If an *Insured Person* makes any claim knowing it to be false or fraudulent in any respect, coverage under this Certificate shall cease and there shall be no payment of any claim made under this Certificate or the Policy.

Legal Action Limitation Period: Every action or proceeding against the insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta or British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), the *Civil Code of Quebec* (for actions or proceedings governed by the laws of Quebec), or another applicable legislation.

Payment of Benefits: Benefits payable under this Certificate will be paid within sixty (60) days of receipt of satisfactory proof of loss. This policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.

Physical Examination: *We* have the right to investigate the circumstances of *Loss* and to require a medical examination; and in the event of death to require an autopsy if not prohibited by law.

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

Subrogation: Following *Our* payment of an *Insured Person's* claim for loss or damage, *We*

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

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

Coverage for: *Collision Damage Waiver, Rental Vehicle Personal Effects, Unexpected Return Home, Purchase Assurance and Extended Warranty* is provided by:
TD Home and Auto Insurance Company (Insurer)
320 Front Street West, 3rd Floor
Toronto, Ontario M5V 3B6

Claims administration and adjudication services are provided by:
Global Excel Management Inc. (*Administrator*)
73 Queen Street
Sherbrooke, Quebec J1M 0C9
Phone: 1-866-520-8827 or +1-519-742-9356

Coverage for: *Car Rental AD&D, Common Carrier AD&D is provided by:*
TD Life Insurance Company (Insurer)
P.O. Box 1 TD Centre Toronto, Ontario M5K 1A2

Claims administration and adjudication services are provided by:
Global Excel Management Inc. (*Administrator*)
73 Queen Street
Sherbrooke, Quebec J1M 0C9
Phone: 1-866-520-8827 or +1-519-742-9356

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

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

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

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

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

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

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

This *Policy* contains a provision removing or restricting the right of the *Insured Person* to designate persons to whom or for whose benefit insurance money is to be payable.

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

Definitions:

This section defines capitalized and italicized terms that are used throughout this document unless otherwise defined under each Certificate of Insurance.

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

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

Common Carrier means any land, air or water conveyance for regularly scheduled passenger service which is licensed to carry passengers for compensation or hire.

Dependent Child means a person who: is an unmarried, natural child, adopted child or step-child of the *Primary Cardholder;* is principally dependent on the *Primary Cardholder* for support and is;

a. under twenty-one (21) years of age, or
b. under twenty-six (26) years of age on is a full-time student attending a recognized college or university, or
c. any age, but is incapable of self-sustaining employment due to physical or mental disability and is totally reliant on the *Primary Cardholder* or his/her *Spouse* for support and maintenance.

Family Cardholder means a *Primary Cardholder's Spouse* and/or *Dependent Child* who has been issued a Supplemental *MBNA Visa credit card* issued by the Bank.

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

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

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

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

Operations Centre *or* Administrator means the operations centre maintained by Global

Excel Management Inc. From anywhere in Canada or U.S. call toll free 1-866-520-8827. From elsewhere call collect 1-519-742-9356.

Platinum Plus Visa means a Platinum Plus visa credit card issued by the Bank.

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

Rental Vehicle is a four wheel passenger vehicle rented by the *Primary Cardholder* from a commercial car rental agency, and the full cost of which has been charged to the *Account.*

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

Ticket means evidence of the fare paid for travel on a *Common Carrier* and which fare has been partially or completely charged to the *Account.*

Trip means, for an *Insured Person,* a scheduled period of time away from the *Insured Person's* Canadian province/ territory of residence which includes:

1. travel by a *Common Carrier,* the fare for which has been partially or completely charged to the *Account* prior to departure; or
2. a stay in a hotel or similar accommodation, the cost of which has been partially or completely charged to the *Account* prior to departure; or
3. a package tour which has been sold as a unit and includes at least **two** of the following, the cost of which has been partially or completely charged to the *Account* prior to departure:
   a. Common Carrier transportation; or
   b. vehicle rental; or
   c. accommodation; or
   d. meals; or
   e. tickets or passes for sporting events or other entertainment, exhibitioner comparable event; or
   f. lessons; or
   g. the services of a guide.

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

PART 1 - Rental Vehicle Benefits Certificate of Insurance

The insurance described in this Certificate of Insurance ("Certificate") is provided under Group Policy No. TGV009 (the "Policy") issued by TD Home and Auto Insurance Company and TD Life Insurance Company to MBNA, a division of The Toronto-Dominion Bank, (the "Bank"), which is named in the Policy as the Policyholder.

Eligibility The following benefits apply when the *Primary Cardholder* enters into a non-renewable rental agreement for a *Rental Vehicle,* where the hotel rental period does not exceed thirty-one (31) days, subject to exclusions and limitations.

The *Rental Vehicle* must have been operated by the *Primary Cardholder* or another person authorized to operate the *Rental Vehicle* under the rental agreement and in accordance with its conditions, when the loss occurred.

Coverage Period Insurance coverage begins as soon as the *Primary Cardholder* or another person authorized to operate the *Rental Vehicle* under the rental agreement takes control of the *Rental Vehicle,* and ends at the earliest of: 1) the time when the car rental agency assumes control of the *Rental Vehicle,* whether it be at its place of business or elsewhere; or 2) the end of the chosen rental period; or 3) the date on which the *Primary Cardholder's* coverage is terminated in accordance with the "Termination of Coverage" provision set out within this Certificate.

COLLISION DAMAGE WAIVER (CDW) BENEFITS

Insured Person means the *Primary Cardholder.* Subject to the limitations and exclusions, *You* are covered for: 1) damage to *Your Rental Vehicle;* and 2) theft of *Your Rental Vehicle* or any of its respective parts or accessories; and 3) rental agency charges for valid loss-of-use while *Your Rental Vehicle* is being repaired; and 4) reasonable and customary charges for towing *Your Rental Vehicle* to the nearest available facility.

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

This coverage does not provide any form of third party automobile property damage or personal injury liability insurance.

The amount of the benefit payable will be equal to the cost of the repair (including loss-of-use) or replacement cost of *Your Rental Vehicle* which has been damaged or stolen, less any amount or portion of the loss assumed, waived or paid by the vehicle rental agency, its insurer, or a third party insurer.

In the event of a claim, the *Primary Cardholder* must contact the *Operations Centre* as soon as possible or within 48 hours. *We* will need all the following information:

- a copy of the driver's license of the person who was driving the vehicle at the time of the accident;
- a copy of the loss/damage report *You* completed with the car rental agency;
- a copy of the police report when the loss results in damage or theft over $500;
- a copy of *Your* MBNA *Platinum Plus Visa credit card* sales draft, and *Your* statement of *Account* showing the rental charge;
- the front and back of the original opened and closed-out vehicle rental agreement;
- a copy of the itemized repair estimate, final itemized repair bill and parts invoices;
- original receipt(s) for any repairs for which *You* may have paid; and
- if the loss-of-use is charged, a copy of the rental agency's daily utilization log from the date the vehicle was not available for rental, to the date the vehicle becomes available to rent.

RENTAL VEHICLE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFITS

Insured Person means the *Primary Cardholder* and his/her *Spouse,* children, parent, parent-in-law, sister or brother, while *Occupying* the *Rental Vehicle.*

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.

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: 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 *Visa* cards obligate *Us* 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.

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:

1. **Damage** - wear and tear, gradual deterioration, mechanical breakdown, insects or vermin, inherent flaw or damage; or
2. **Violation of Rental Agreement** - operation of the Rental Vehicle in violation of the terms of the rental agreement; or
3. **Intentional Acts** - damage due to intentional acts, while sane or insane; or
4. **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
5. **Disease** - sickness, illness, bodily or mental infirmity or disease of any kind; or
6. **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
9. **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

1. *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.
2. There is a lifetime CDW benefits cumulative limit of $65,000 per *Account*.
3. This coverage does not apply to *Rental Vehicles* effectively rented for a period exceeding thirty-one (31) days.
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.

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:

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
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.
3. Benefits are not paid if loss results from *Mysterious Disappearance*.
4. 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.

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 $1,000,000. In no event will duplicate or multiple Visa 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 Bodily Injury* resulting in one of the following *Losses:*

Loss:	**Amount of Benefit**
Loss of Life	$1,000,000
Loss of Both Hands or Feet	$1,000,000
Loss of One Foot or One Hand and the Entire Sight of One Eye	$1,000,000
Loss of Entire Sight of Both Eyes	$1,000,000
Loss of One Hand and One Foot	$1,000,000
Loss of Speech and Hearing	$1,000,000
Loss of One Hand or One Foot	$500,000
Loss of Entire Sight of One Eye	$500,000
Loss of Speech	$500,000
Loss of Hearing	$500,000
Loss of Thumb and Index Finger on the Same Hand	$250,000

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.

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:

1. **Disease** - sickness, illness, bodily or mental infirmity or disease of any kind; or
2. **Suicide** - suicide, attempted suicide or self-inflicted injury while sane or insane; or
3. **War or Insurrection** - declared or undeclared war, or any act of war, riot or insurrection, or service in the armed forces of any country or international organization; or
4. **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
5. **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.

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 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 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.

2. Computers, software, their parts and accessories are collectively considered one item. Coverage for such an item is limited to $1,000 per loss.
3. Jewellery and fine art (art objects) are collectively considered one item. Coverage is limited to $500 for each item per loss.
4. There is a lifetime total accumulative limit of $60,000 per *Account*.
5. 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.
6. The *Operations Centre*, may, at its sole option, elect to a) repair, rebuild or replace the item stolen or damaged (whether wholly or in part), upon notifying *You* of its intention to do so within sixty (60) days following receipt of the required proof of loss; or b) reimburse *You* for the item, not exceeding the purchase price (not including taxes).
7. *You* will be entitled to receive no more than the purchase price (not including taxes) of the protected item as recorded on the MBNA Visa 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 Visa sales receipt
- serial number of the item (if available);
- original manufacturer's warranty valid in Canada;
- description of the item.

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

EXTENDED WARRANTY EXCLUSIONS AND LIMITATIONS

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

specifically covered under the terms of the original manufacturer's warranty that is valid in Canada.

GENERAL PURCHASE ASSURANCE AND EXTENDED WARRANTY EXCLUSIONS AND LIMITATIONS

1. Claims resulting from the following are not covered:
   a. fraud;
   b. abuse;
   c. hostilities of any kind (including war, invasion, rebellion, insurrection);
   d. confiscation by authorities; risks of contraband; illegal activities;
   e. normal wear and tear;
   f. flood, earthquake, radioactive contamination;
   g. Mysterious Disappearance;
   h. inherent product defects;
   i. modifications or repairs to items or attempts thereof.
2. Eligible items which *You* give as a gift are covered, however; *You*, not the recipient, must make the claim for benefits. Items which have been sent by mail are not covered until they have been received by the recipient.
3. Bodily injury, property damages, consequential damages, punitive damages, exemplary damages and attorney's fees are not covered.
4. Copies of receipts and other documents described in this Certificate must be presented by *You* to file a valid claim.
5. *You* must notify the *Operations Centre* immediately after learning of any loss or occurrence. Upon receipt of such notice the *Operations Centre* will provide *You* with the appropriate claim forms.
6. No other person or entity shall have any right, remedy or claim (legal or equitable) to these benefits. *You* shall not assign these benefits other than benefits for gifts as expressly provided in this Certificate.
7. At the sole discretion of the *Operations Centre*, *You* may be required to send at *Your* own expense, the damaged item on which a claim is based to an address designated by the *Operations Centre*.
8. Purchase benefits are only available to the extent that the item in question is not otherwise protected or insured in whole or in part. Benefits are in excess of all other applicable valid insurance, indemnity protection or warranty available to the *Primary Cardholder* in respect of the item subject to the claim. *We* will only be liable for the excess of the amount of the loss or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other insurance has been exhausted and subject to the exclusions, terms and limits of liability set out in this Certificate. This coverage will not apply as contributing insurance and this "non-contribution" shall prevail despite any "non contribution provision" in other insurance, indemnity or protection policies or contracts.

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* MBNA Visa card.

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

Coverage Eligibility

No need to use *Your Platinum Plus Visa* card to be eligible for the following service.