

MBNA® Preferred Mastercard® Credit Card Guide to Coverage

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CERTIFICATE OF INSURANCE FOR PREFERRED MASTERCARD CREDIT CARD CARDHOLDERS

This Certificate of Insurance ("Certificate") contains important information about Your insurance. Please read this Certificate carefully, and keep it in a safe place.

The insurance described in this Certificate is provided under Group Policy No. MM943 (the "Policy") issued effective September 1, 2005 by Allianz Global Risks US Insurance Company (Canadian Branch) to MBNA, a division of The Toronto-Dominion Bank, (the "Bank"), which is named in the Policy as the Policyholder.

All benefits are subject, in every respect, to the terms of the Policy. Terms of the Policy shall govern should the terms of the Certificate and Policy conflict.

Please refer to the definitions section for the meanings of other capitalized terms.

"We", "Our", "Us" means Allianz Global Risks US Insurance Company (Canadian Branch).

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

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

No person is eligible for coverage under more than one certificate of insurance or insurance policy issued by Us, marketed to the Bank's credit card group, **and** providing insurance coverage similar to that provided by this Certificate. In the event that any person is recorded by Us as an "Insured Person" under more than one such certificate or policy, such person shall be deemed to be insured only under the certificate 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 this Certificate. This Certificate supersedes any certificate(s) 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.

Definitions

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 Cardholder's Preferred Mastercard 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 and is a full-time student attending a recognized college or university; or c) any age, but is incapable of self-sustaining employment due to physical or mental disability and is totally reliant on the Primary Cardholder or his/her Spouse for support and maintenance.

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.

Operations Centre means the operations centre maintained by Allianz Global Assistance. From anywhere in Canada or U.S. call toll free 1-800-676-1452. From elsewhere call collect 1-519-742-6270.

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

Preferred Mastercard means a Preferred Mastercard credit card issued by the Bank.

Primary Cardholder means the credit cardholder who has signed an application for a Preferred Mastercard credit card, as primary credit cardholder, and for whom a Preferred Mastercard credit card Account is established by the Bank.

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, exhibition or comparable event; or
 - (f) lessons; or
 - (g) the services of a guide.

You and **Your** mean the Insured Person.

Part I – Common Carrier Accidental Death & Dismemberment Benefit

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.

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 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.

The maximum total benefit payable, per Account, for any one accident shall be \$150,000.

In no event will duplicate or multiple Mastercard cards obligate Us in excess of \$150,000 per accident.

We will pay the following 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 | \$150,000 |
| Loss of Both Hands or Feet | \$150,000 |
| Loss of One Foot or One Hand and the Entire Sight of One Eye | \$150,000 |
| Loss of Entire Sight of Both Eyes | \$150,000 |
| Loss of One Hand and One Foot | \$150,000 |
| Loss of Speech and Hearing | \$150,000 |
| Loss of One Hand or One Foot | \$75,000 |
| Loss of Entire Sight of One Eye | \$75,000 |
| Loss of Speech | \$75,000 |
| Loss of Hearing | \$75,000 |
| Loss of Thumb and Index Finger on the Same Hand | \$37,500 |

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.

Beneficiary Any accidental death benefit payable under this Policy will be paid to the Primary Cardholder, if living, otherwise to the estate of the Primary Cardholder, unless a beneficiary designation has been filed with the Operations Centre.

All other indemnities are payable to the Insured Person suffering the Loss.

COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT EXCLUSIONS AND LIMITATIONS

This insurance 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; 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 II – Legal Assistance

Coverage Eligibility No need to use Your Preferred Mastercard card to be eligible for the following service.

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.

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

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 III – Trip Assistance

Coverage Eligibility No need to use Your Preferred Mastercard 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.

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

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 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 1-800-676-1452. From elsewhere call collect 1-519-742-6270.

General Provisions

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

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 1-800-676-1452 within Canada and the U.S., or by calling 1-519-742-6270 locally, or call collect from other countries. You will then be sent a claim form.

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.

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.

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.

Payment Of Benefits: Benefits payable under this Certificate will be paid within sixty (60) days of receipt of satisfactory proof of loss.

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.

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.

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.

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* (for actions or proceedings governed by the laws of Alberta and 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 Limitations Act* (for actions or proceedings governed by the laws of Saskatchewan), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*. In addition You, Your heirs and assigns consent to the venue of any action or arbitration being only in the province or territory where the Certificate of Insurance was issued and at a venue We and/or Allianz Global Assistance choose.

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.

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.

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.

Privacy:

Protecting your personal information

Protecting Your personal information is a top priority. This Privacy Notice explains how and what types of personal data will be collected, why it is collected and to whom it is shared or disclosed. PLEASE READ THIS NOTICE CAREFULLY.

Allianz Global Risks US Insurance Company (Canadian Branch) (the “insurer”) and the insurer’s insurance administrator, Allianz Global Assistance, and the insurer’s agents, representatives and reinsurers (for the purpose of this Privacy Notice collectively “We” “Us” and “Our”) require Your personal information.

Personal Information We collect

We will collect Your personal information including but not limited to:

- Surname, First name
- Address
- Date of Birth
- Telephone numbers
- Email addresses
- Credit/debit card and bank account information
- Sensitive personal information such as: Medical information relating to Your health status, excluding genetic test results.

How will we obtain and use your personal information?

This personal information is collected for the following insurance purposes when offering and providing insurance and related services:

- To identify and communicate with You
- To consider any application for insurance
- If approved, to issue a Policy or Certificate of Insurance
- To administer insurance and related benefits
- To evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses
- To adjudicate claims and to determine eligibility for insurance benefits
- To provide assistance services
- For fraud prevention and debt collection purposes
- As required or permitted by law

We reserve our right to collect personal information, necessary for insurance purposes, from the following individuals:

- Individuals who apply for insurance products
- Certificate holder and/or Policyholders
- Insureds and/or Claimants
- Family Members, spouses, or as a last resort friends or travelling companions of a Certificate or Policyholder, Insured or Claimant, in cases where the proper individual is unable, for medical or other reasons, to communicate directly with Us.

Who will have access to Your personal information?

We disclose information for insurance purposes, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends/travelling companions of the Certificate holder or Policyholder, Insured or Claimant and agencies. We may also use and disclose information from Our existing files for insurance purposes. Our employees who require this information for the purposes of their duties will have access to this file. Upon Your request and authorization, We may also disclose this information to other persons. From time to time, and if permitted by applicable law, We may also collect, use or disclose personal information in order to offer additional or upgraded products and services (the “optional purposes”). In some instances We may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions.

What are Your rights in respect of Your personal data?

When permitted by applicable law and regulations You have the right to:

- Access Your personal data held about You
- Withdraw consent at any time where Your personal data is processed
- Update or correct Your personal information so that it is always accurate
- Delete Your personal information from our records, if it is no longer needed for the purposes indicated above
- File a complaint with Us and/or relevant data protection authority

You may exercise these rights by contacting the Privacy Officer at privacy@allianz-assistance.ca.

How long do We keep Your personal data?

We will retain the personal information We collect for a specified period of time and in a storage method appropriate with legal and Our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period. Individuals have a right to request to access or correct personal information We have on file by contacting the Privacy Officer at privacy@allianz-assistance.ca or by writing to:

Privacy Officer
Allianz Global Assistance
4273 King Street East
Kitchener, ON
N2P 2E9

How can You contact Us?

For information about how to obtain access to written information about Our policies and procedures with respect to service providers outside of Canada, please contact the Privacy Officer at privacy@allianz-assistance.ca.

For a complete copy of Our Privacy Policy please visit www.allianz-assistance.ca

Underwritten by:

Allianz Global Risks US Insurance Company (Canadian Branch)
130 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 3P5
1-866-658-4247

These services are available only to Customers with Accounts in Good Standing. Customers whose charging privileges have been suspended or cancelled are ineligible for services.

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