

The
TD Emerald Flex Rate Visa
Benefit Coverages
Guide



This document includes:

- Purchase Security and Extended
Warranty Protection1

This document contains important and useful information about your embedded Insurance Benefits and Services for your TD Emerald Flex Rate Visa Card. Please keep this document in a secure place for future reference. A copy of this document is also available online at td.com/agreements for future reference.*

PURCHASE SECURITY AND EXTENDED WARRANTY PROTECTION

Coverage under this *Certificate* is provided by:

TD Home and Auto Insurance Company
("Insurer")
P.O. Box 1, TD Centre, Toronto, ON M5K 1A2

Claims administration and adjudication services are provided by:

Global Excel Management Inc.
("Administrator")
73 Queen Street, Sherbrooke, QC J1M 0C9
Phone: 1-866-374-1129 or +1-416-977-4425

Section 1 – Introduction

Certificate of Insurance

The Certificate of Insurance ("*Certificate*") below applies to the TD Emerald Flex Rate Visa Card, which will be referred to as a "TD Credit Card" throughout the *Certificate*. **Note: This insurance is excess insurance**, meaning that any other sources of recovery *You* have will pay first, and this insurance policy will be the last to pay. For example, if *You're* covered under home insurance, *You* will be eligible for the amount of the deductible under this *Certificate*.

Claims administration and adjudication services are provided by Global Excel Management Inc. The terms of the TD Credit Card Purchase Security and Extended Warranty Protection Group Policy #TDVP112008 ("*Group Policy*") issued by TD Home and Auto Insurance Company ("Insurer") to The Toronto-Dominion Bank are described in this *Certificate*. Please note that in Alberta, Statutory Conditions are deemed to be part of every contract that includes insurance against loss or damage to property and said Statutory Conditions are included in the Group Policy.

Section 2 – Definitions

In this *Certificate*, the following words and phrases shown in italics and capitalized have the meanings shown below. As *You* read through the *Certificate*, *You* may need to refer to this Section to ensure *You* have a full understanding of *Your* coverage, limitations and exclusions.

Account means the *Primary Cardholder's* TD Credit Card Account that the *Bank* maintains.

Account Holder means the *Primary Cardholder* to whom the monthly *Account* statement is issued and who is a resident of Canada, and any *Additional Cardholder* who is a resident of Canada. The *Account Holder* may be referred herein as "*You*" or "*Your*".

Additional Cardholder means a person to whom a TD Credit Card has been issued at the authorization of the *Primary Cardholder*.

Insured Item means a new item of personal property (a pair or set being one item) for personal use for which the full *Purchase Price* has been charged to the *Account* of the *Account Holder*.

Manufacturer's Warranty means an express written warranty issued by or on behalf of the manufacturer of the *Insured Item* at the point of sale at the time of purchase of an *Insured Item*. The *Manufacturer's Warranty* must be valid in Canada.

Primary Cardholder means a person who applied for a TD Credit Card, whose name is on the *Account* and to whom a TD Credit Card has been issued. A *Primary Cardholder* does not include an *Additional Cardholder*.

Purchase Price means the actual cost to the *Account Holder* of the *Insured Item*, including any applicable sales tax.

Spouse means:

- the person who the *Account Holder* is legally married to; or

- the person the *Account Holder* has lived with for at least 1 continuous year in the same household and publicly refers to as their partner.

Section 3 – Description of Insurance Coverage

a) Purchase Security

Purchase Security automatically protects most *Insured Items* purchased with the TD Credit Card for 90 days from purchase for all risk of direct physical loss or damage, except as herein provided, anywhere in the world, in excess of other applicable insurance. If the item is lost, stolen or damaged, it will be replaced or repaired, or the *Account Holder* will be reimbursed for the *Purchase Price*.

b) Extended Warranty Protection

(i) Extended Warranty Protection automatically provides extended warranty coverage for *Insured Items*, such coverage to commence immediately following the expiry of the applicable *Manufacturer's Warranty* for a period equal to the period of the *Manufacturer's Warranty* coverage or 1 year, whichever is the lesser on most items purchased with the TD Credit Card as long as there is a *Manufacturer's Warranty* valid in Canada (automatic coverage is limited to warranties 5 years or less). *Manufacturer's Warranties* greater than 5 years are covered if registered with the *Administrator* within the first year after purchase of the item.

(ii) To register an *Insured Item* with a warranty greater than 5 years for Extended Warranty Protection, the *Account Holder* must contact the *Administrator* and provide:

- a copy of the sales receipt;
- a Credit Card record of charge or Credit Card statement;

- the serial number of the item, if available;
- the original *Manufacturer's Warranty* valid in Canada; and
- a description of the product.

Section 4 – Policy Limits

There is a maximum aggregate lifetime benefit per *Account Holder* of \$60,000 for all TD Credit Cards of the *Account Holder*. The *Account Holder* will be entitled to receive no more than the full *Purchase Price* of the *Insured Item* as recorded on the *Account* receipt or *Account* statement. Claims for items belonging to a pair or set will be paid for at the *Purchase Price* of the pair or set provided the parts of the pair or set are unusable individually and cannot be replaced individually. The *Administrator*, at its sole option, may elect to:

- Repair, rebuild or replace the item lost or damaged (whether wholly or in part), upon notifying the *Account Holder* of its intention to do so within 45 days following receipt of the required Loss Report; or
- Pay cash for said item, not exceeding the full *Purchase Price* thereof paid using the *Account* and subject to the exclusions, terms and limits of liability as stated in this *Certificate*.

Section 5 – Exclusions

Any loss or damage of any aspect of any product, device, or equipment to function properly as caused by any change in date will be excluded. This exclusion applies to Purchase Security and to Extended Warranty Protection.

Purchase Security

- Coverage is not extended to loss or damage to the following:
 - cash or its equivalent, travellers cheques, tickets and any negotiable instruments;

2. art objects, bullion, rare or precious coins;
 3. perishables, animals or living plants;
 4. jewellery and watches in baggage unless carried by hand and under the personal supervision of the *Account Holder* or *Account Holder's* travelling companion previously known to the *Account Holder*;
 5. automobiles, motorboats, aircrafts, motorcycles, drones, motor scooters and other motorized vehicles, parts and accessories thereof;
 6. ancillary costs incurred in respect of an *Insured Item* and not forming part of the *Purchase Price*;
 7. parts and/or labour required as a result of mechanical breakdown;
 8. used and pre-owned items, including antiques and demos;
 9. any item purchased by and/or used for a business or commercial purpose;
 10. items consumed in use; and
 11. services.
- (b) Loss or damage resulting from the following perils are excluded from coverage:
1. abuse or fraud;
 2. flood or earthquake;
 3. war, invasion, hostilities, rebellion, insurrection, terrorism, confiscation by authorities, contraband or illegal activity;
 4. normal wear and tear;
 5. mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another);
 6. radioactive contamination;
 7. inherent product defects;
 8. normal course of play; or
 9. willful acts or omissions; and
 10. indirect, incidental or consequential damages, including bodily injury, property damage, economic loss, punitive or exemplary damages and legal costs are not covered.

Extended Warranty Protection

In addition to any exclusions which may be set out in the *Manufacturer's Warranty*, this *Certificate* does not cover:

1. wear and tear, gradual reduction in operating performance, negligence, misuse and abuse;
2. automobiles, motor boats, aircraft, motorcycles, drones, motor scooters and other motorized vehicles and parts and accessories thereof;
3. willful acts or omissions and improper installation or alteration;
4. ancillary costs;
5. used or pre-owned items, including demos;
6. any item purchased by and/or used for a business or commercial purpose; and
7. consequential damages, including bodily injury, property damages, economic loss, punitive or exemplary damages and legal costs are not covered;
8. inherent product defects.

Section 6 – How to Submit a Claim

Who to Contact to Submit a Claim

To submit a claim, please contact *Our Administrator* at 1-866-374-1129 (toll-free) or +1-416-977-4425 (collect) between 8:00 a.m. and 8:00 p.m. ET, Monday to Friday.

Provide the Information requested:

(a) Initial Notification

If *You* have incurred a loss covered under the Purchase Security or Extended Warranty Protection, *You* must give notice by contacting the *Administrator* within 45 days from the date of loss or damage.

The *Account Holder* will be asked to provide or, if writing, should provide:

- the name, address and telephone number;
- the *Account* number used to purchase the *Insured Item*;
- a description of the *Insured Item*; and
- the date, place, amount and cause of the loss or damage.

(b) Written Proof

(i) Purchase Security

A Loss Report will be mailed by the *Administrator*. Complete in full, sign and return within 90 days from the date of loss or damage. The Loss Report shall include but may not be limited to:

- a copy of the *Account* charge receipt and/or *Account* statement;
- a copy of the store receipt;
- the serial number of the *Insured Item* (where applicable); and
- any other information reasonably required by the *Administrator* such as a police or insurance claim report.

(ii) Extended Warranty Protection

You must report the claim information as detailed above prior to proceeding with the repair or replacement. The *Administrator* will:

1. Authorize the repair, if appropriate; and
2. Ask the *Account Holder* to:

- return the *Insured Item* to the manufacturer's service dealer as specified on the *Manufacturer's Warranty*;
- have the authorized dealer contact the Insurer; and
- if repairable, pay for the repair and submit:
 - a copy of the *Account* charge receipt and/or *Account* statement;
 - a copy of the paid repair invoice;
 - a copy of the store receipt;
 - the serial number of the *Insured Item*; and
 - a copy of the *Manufacturer's Warranty*.

In the event that the damaged *Insured Item* is not repairable, submit all applicable information to the *Administrator* as outlined above. The *Administrator* may require the *Account Holder*, at the *Account Holder's* expense, to send the damaged *Insured Item* to an address designated by the *Administrator*.

If the claim is made in respect of an *Insured Item* which is a gift, the claim may be made by the *Account Holder* or the recipient of the gift subject to compliance with the terms and conditions of the *Certificate*.

Section 7 – When Your Coverage Terminates

This coverage terminates on the earliest of the following:

- a) When *Your Account* is closed;
- b) When *Your Account* is 90 or more days past due but coverage is automatically reinstated when the *Account* is returned to good standing; and
- c) The date the Group Policy terminates.

Section 8 – General Conditions

Benefits Account Holder Only

This protection provided by the Purchase Security and Extended Warranty Protection Plans shall inure to the benefit of the *Account Holder*. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits.

Currency

All amounts shown are in Canadian currency.

Due Diligence

The *Account Holder* shall use due diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the Master Policy. Where damage or loss is due to a malicious act, burglary, robbery, theft or attempt thereat, or is suspected to be so due, the *Account Holder* shall give immediate notice to the police or other authorities having jurisdiction. The Insurer will require evidence of such notice with the Loss Report prior to settlement of a claim.

False Claim

If an *Account Holder* makes any claim knowing it to be false or fraudulent in any respect, such *Account Holder* shall no longer be entitled to the benefits of this protection or to the payment of any claim made under the Master Policy.

Group Policy

All benefits under this *Certificate* are subject in every respect to the Group Policy, which alone constitutes the agreement under which benefits will be provided. This Group Policy is issued to the *Bank*. The principal provisions of the Group Policy affecting *Account Holders* are summarized in this *Certificate*. The Group Policy is on file at the office of the *Bank*.

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), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

Other insurance

All of *Our* coverages are excess insurance, meaning that any other sources of recovery *You* have will pay first, and this insurance policy will be the last to pay. The total benefits payable under all *Your* insurance, including this *Certificate*, cannot be more than the actual expenses for a claim. If an *Account Holder* is also insured under any other insurance certificate or policy, *We* will coordinate payment of benefits with the other insurer.

Subrogation

Following the Insurer's payment of an *Account Holder's* claim or loss or damage, the Insurer shall be subrogated to the extent of the cost of such payment, to all rights and remedies of the *Account Holder* against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the name of the *Account Holder*. The *Account Holder* shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the *Account Holder*.

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