

## Travel Medical Insurance Certificate of Insurance

Coverage is provided by TD Life Insurance Company (“TD Life”) under Group Policy number TI002 (the “Group Policy”) issued by TD Life to The Toronto-Dominion Bank (the “Policyholder” or “TD Canada Trust”). World Travel Protection Canada Inc. (“WTP”) administers the insurance on behalf of TD Life, and provides medical and claims assistance, claims payment and administrative services under the Group Policy.

*This Certificate of Insurance contains important information. If You become insured under it, please read it carefully and take it with You on Your trip.*

**Important Note:**

**What to do in an emergency:** All emergencies must be reported to WTP immediately. This includes medical emergencies and, if You have purchased Annual Plan coverage, any covered emergency that may require trip cancellation or trip interruption. If You do not contact WTP promptly, benefits may be limited or excluded. Please see sections 14 and 15 for details.

**Updates regarding changes to medical condition before leaving:** If a person is required to answer medical questions to buy insurance for a Covered Trip under this Certificate, then that person must keep Us up to date regarding any changes in his or her medical condition that occur before leaving on the Covered Trip. Otherwise, the insurance will be void. Please see section 4 for details.

**Pre-Existing Conditions:** If You have purchased Annual Plan coverage, a Pre-Existing Condition exclusion applies to the Trip Cancellation and Trip Interruption benefits. A Pre-Existing Condition exclusion also applies to Emergency Medical benefits for any person who was not required to answer medical questions in order to buy insurance for a Covered Trip. Please see Limitations and Exclusions under sections 10 through 13 for details.

### **Section 1. Summary of Benefits**

**If You have purchased Annual Plan coverage:**

<u>Benefits</u>	<u>Maximum Benefit Payable</u>
Trip Cancellation Insurance	\$1,000 per Insured Person per Covered Trip or, if applicable, the higher amount that is indicated on Your most recent Application or Letter of Confirmation, not to exceed \$3,000.  Overall maximum of \$5,000 for all Insured Persons and all Covered Trips per Policy Year or, if applicable, the higher amount that is indicated on Your most recent Application or Letter of Confirmation, not to exceed \$15,000.
Trip Interruption Insurance	\$5,000 per Insured Person per Covered Trip. No overall maximum per Policy Year.
Medical Emergency Insurance	\$2,000,000 per Insured Person per Covered Trip. No overall maximum per Policy Year.

**If You have purchased Per Trip coverage:**

<u>Benefits</u>	<u>Maximum Benefit Payable</u>
Medical Emergency Insurance	\$2,000,000 per Insured Person per Covered Trip.

**NOTE:** For both Annual Plan and Per Trip coverage, if a Medical Emergency occurs, You must phone WTP immediately, or as soon as is reasonably possible, or the Maximum Benefit Payable will be reduced to \$30,000, and only 80% of the Eligible Medical Emergency Expenses will be covered. You can call WTP 24 hours a day, seven days a week at **1-800-359-6704** from Canada or the USA, or from other countries by calling collect at **(416) 977-5040**.

## Section 2. Definitions

**Anniversary Date** for Annual Plan coverage means the date one year from Your Effective Date and if You renew Your Certificate, subsequent anniversaries of Your Effective Date, as applicable.

**Application** means the printed application form in a brochure that contains this Certificate; or the enrollment page that You complete online; or the series of questions that WTP asks if You call to enroll by telephone, as applicable, and the answers. The Application also includes any questions asked and information provided in connection with requests to extend or increase insurance You have already purchased. The Application is part of Your insurance contract and is used to process Your request for insurance.

**Certificate** means this certificate of insurance.

**Certificate Number** means the unique identifier that You receive when You buy this insurance by telephone or online. Your Certificate Number can be verified against WTP's records, and it confirms what insurance You have purchased.

**Couple Coverage** means coverage under this Certificate for You and one named travelling companion.

**Coverage Period** means the period of time during which a covered event must occur for a benefit to be payable. Coverage Period means the Trip Cancellation Coverage Period, the Trip Interruption Coverage Period or the Medical Emergency Coverage Period, as applicable. These terms are defined in section 9.

**Covered Cause for Cancellation** is defined in section 10.

**Covered Cause for Interruption** is defined in section 11.

**Covered Trip** means a trip:

- made by an Insured Person
- outside the Insured Person's province or territory of residence;
- for Annual Plan coverage, the trip begins and ends while the Annual Plan coverage is in effect;
- for Per Trip coverage, the trip begins and ends within the period determined by the departure date and return date shown in the Application or, if applicable, the most recent Letter of Confirmation for that trip; and
- the trip does not exceed 182 consecutive days in length.

**Exclusion:** A Covered Trip does not include any trip for the purpose of commuting to or from an Insured Person's usual place of employment.

**Dependent Children** means Your children who are:

- unmarried;
- dependent on You for maintenance and support; and
- who are:
  - under 22 years of age; or
  - under 26 years of age and attending an institution of higher learning, full-time, in Canada.

**Exclusion:** If a Dependent Child is born while the child's mother is outside of her province of residence, the Dependent Child will not be insured with respect to that trip.

**Dollars and \$** mean Canadian dollars.

**Effective Date** means the date on which Your Certificate takes effect. For Annual Plan coverage, this is the effective date specified in Your Application or, if applicable, Your most recent Letter of Confirmation. For Per Trip coverage, it means Your scheduled departure date as specified in Your Application or, if applicable, Your most recent Letter of Confirmation.

**Eligible Expenses** means Eligible Trip Cancellation Expenses, Eligible Trip Interruption Expenses or Eligible Medical Emergency Expenses, as applicable. Eligible Trip Cancellation Expenses are defined in section 10, Eligible Trip Interruption Expenses are defined in section 11, and Eligible Medical Emergency Expenses are defined in section 12.

**Family Coverage** means coverage under this Certificate for You and Your Spouse and, if applicable, Your Dependent Children when they are travelling with You and/or Your Spouse.

**GHIP** means a Canadian provincial or territorial government health insurance plan.

**Hospital** means

- an institution that has been accredited and licensed by the appropriate authority as a hospital to treat patients on an in-patient, outpatient and emergency basis; or
- the nearest appropriate medical facility that has been approved in advance by WTP.

**Exclusion:** Hospital does not include chronic care, convalescent or nursing home facilities.

**Hospitalized** means confined as an in-patient in a Hospital.

**Immediate Family Member** means an Insured Person's Spouse, parents, grandparents, children, grandchildren, brothers, brothers-in-law, sisters, sisters-in-law and the Insured Person's Spouse's parents, grandparents, brothers, brothers-in-law, sisters, sisters-in-law and children.

**Insured Person** means a person:

- who is eligible to be insured under this Certificate;
- who was named in the Application; and
- on whom insurance has been issued under the Certificate.

**Letter of Confirmation** means the document WTP sends to You when You enroll over the telephone or through the online for new or additional travel medical insurance coverage under the Group Policy. It includes Your Certificate Number and confirms the insurance coverage You have purchased.

**Medical Emergency** means any unforeseen illness or accidental bodily injury occurring during a Covered Trip that requires immediate emergency medical treatment by a Physician.

**Medical Emergency Coverage Period** means the period during which a Medical Emergency must occur for a Medical Emergency benefit to be payable. This period is defined in section 9.

**Physician** means a physician or surgeon who is registered or licensed to practice medicine in the jurisdiction where he or she provides medical advice or treatment and who is not related by blood or marriage to any Insured Person under this Certificate.

**Policy Year** for Annual Plan coverage means:

- the period beginning on Your Effective Date and ending with the Anniversary Date twelve months later; and
- if You renew Your Annual Plan coverage, subsequent twelve month periods, as applicable.

**Pre-Existing Condition** means a medical condition:

- for which symptoms appeared in the Pre-Existing Condition Period;
- which was investigated, diagnosed or treated during the Pre-Existing Condition Period, where treatment includes medication; or
- for which further investigation was recommended or prescribed, or for which a change in treatment was recommended (including a change in medication or its dosage) during the Pre-Existing Condition Period.

**Pre-Existing Condition Period** with respect to a benefit under this Certificate is a period of time that ends immediately before the Coverage Period for that type of benefit begins. The Pre-Existing Condition Period is:

- 180 days for Insured Persons who are 74 years of age or younger;
- 365 days for Insured Persons who are 75 years of age or older.

<p><b>Note:</b> For this purpose, age is calculated as of the date the Coverage Period in question begins.</p>
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**Single Coverage** means coverage on a single person who is either:

- You; or
- if specified in the Application, Your Dependent Child who is under 18 years of age.

**Spouse** means:

- the Insured Person's legal husband or wife; or
- the person who the Insured Person has lived with for at least one year and publicly represented as his or her domestic partner.

**Trip Cancellation Coverage Period** means the period during which a Covered Cause for Cancellation must occur for a Trip Cancellation benefit to be payable, and is defined in section 9.

**Trip Interruption Coverage Period** means the period during which a Covered Cause for Interruption must occur for a Trip Interruption benefit to be payable, and is defined in section 9.

**Usual, Customary and Reasonable Charges** means charges that do not exceed the general level of charges made by other providers of similar standing in the geographical area where charges are incurred for comparable treatment, services or supplies for a similar Medical Emergency.

**You and Your** mean the person who purchases this Certificate. You and Your do not include that person's Spouse or Dependent Children.

**We, Us and Our** mean TD Life Insurance Company.

### **Section 3. Eligibility**

#### **Eligibility for Annual Plan and Per Trip coverage**

You are eligible to apply for Annual Plan or Per Trip coverage if:

- You are:
  - 18 to 84 years of age on the Effective Date of Your Annual Plan coverage; or
  - at least 18 years of age on the Effective Date of Your Per Trip coverage; and
- You are a resident of Canada;
- You are covered under a Canadian provincial or territorial government health insurance plan;
- You are a TD Canada Trust Customer;
- You are physically present in Your home province or territory when You purchase the insurance coverage;
- the information You provide in connection with Your Application is true and complete; and
- You purchase the insurance no earlier than 45 days before:
  - the Effective Date of Your Annual Plan coverage; or
  - if You are purchasing Per Trip coverage, the departure date as set out in Your Application or most recent Letter of Confirmation.

You may apply for Annual Plan or Per Trip coverage on Your Spouse or any named travelling companion if:

- You apply for Couple Coverage;
- You name Your Spouse or travelling companion in Your Application; and
- Your Spouse or travelling companion also meets the above criteria, except that:
  - he or she is not required to be a TD Canada Trust Customer; and
  - if Your travelling companion is Your Dependent Child, then he or she may be under 18 years of age.

You may apply for Annual Plan or Per Trip coverage on Your Spouse and/or Your Dependent Children if:

- You apply for Family Coverage;
- You name Your Spouse and/or Dependent Children in Your Application; and
- they meet the above criteria except that:
  - they are not required to be TD Canada Trust Customers; and
  - Your Dependent Children may be under 18 years of age.

You may apply for Per Trip coverage on one Dependent Child if:

- You apply for Single Coverage;
- You specify in Your Application that the Certificate is to cover the Dependent Child instead of You; and
- Your Dependent Child meets the above criteria except that:
  - he or she is not required to be a TD Canada Trust Customer; and
  - he or she must be under 18 years of age.

#### **Eligibility to increase Trip Cancellation Benefits**

If You already have Annual Plan coverage and You want to increase the benefits available with respect to Your Trip Cancellation insurance, You can apply for this coverage if each Insured Person meets the applicable criteria described in section 3, *Eligibility for Annual Plan and Per Trip coverage*.

## Eligibility for Annual Plan Trip Extension Coverage

If You already have Annual Plan coverage and You are planning a trip that will last more than 17 days, You can apply to purchase Annual Plan Trip Extension Coverage as long as each Insured Person meets the applicable criteria described in section 3, *Eligibility for Annual Plan and Per Trip coverage*, except that:

- You do not have to be in Your home province or territory when You purchase this additional coverage; and
- You can apply for the insurance either before or after You depart on Your trip as long as:
  - no Insured Person has suffered a Medical Emergency before You apply for this extended insurance; and
  - You apply for the insurance before the end of the 17<sup>th</sup> day of Your trip (Note that the date of departure is counted as one full day.); and
  - the total length of the Covered Trip does not exceed 182 consecutive days.

**Note:** The minimum premium for extension of the Annual Plan Trip coverage is \$15. This payment will be charged to Your credit card.

## Eligibility to increase the length of Per Trip coverage

If You already have Per Trip coverage and discover that Your trip will last longer than originally intended, You can apply to extend the period of coverage if each Insured Person meets the applicable criteria described in section 3, *Eligibility for Annual Plan and Per Trip coverage*, except that:

- You do not have to be in Your home province or territory when You purchase this extension of coverage; and
- You can apply for the insurance either before or after You depart on Your trip as long as:
  - no Insured Person has suffered a Medical Emergency before You apply for this extension of coverage;
  - You apply for this extension before the date on which the original coverage terminates; and
  - the trip does not exceed a total of 182 consecutive days.

**Note:** The minimum premium for extension of Per Trip coverage is \$15. This payment will be charged to Your credit card.

## Section 4. Evidence of Insurability

### Medical Evidence

In some cases, a person who wants to be insured will need to answer some medical questions so that We can determine whether or not to provide the insurance. In these cases, the premium for the coverage or extension of coverage will be based on the answers to the medical questions and will be subject to medical underwriting. Applicants with certain unstable medical conditions may not qualify for coverage or for extension of coverage.

**All medical conditions must be fully disclosed. If a person to be insured is required to provide evidence of insurability and:**

- **fails to disclose all medical conditions, current medications and periods of hospitalization in response to the medical questions asked; or**
- **fails to fully, completely and accurately respond to the medical questions asked in the telephone interview with WTP, then this Certificate will be null and void and no benefits will be payable under it.**

### When is Medical Evidence Required?

Medical evidence of insurability will be required in the following cases:

- if the person to be insured is over 85 years of age and is applying for Per Trip coverage, or for extension of Per Trip coverage; or
- if the person to be insured is 55 to 84 years of age and:
  - is applying for Per Trip coverage, or an extension of Per Trip coverage, with respect to a trip that will last 18 days or longer; or
  - has Annual Plan coverage and is applying for Annual Plan Trip Extension Coverage for a trip that will last 18 days or longer.

### Obligation to Update Medical Evidence

If an Insured Person is required to provide evidence of insurability in connection with this Certificate, then he or she is required to contact WTP if the Insured Person's medical status changes in any way after the Insured Person enrolls and before his or her departure.

**If an Insured Person:**

- is required to provide evidence of insurability; and
- **fails to contact WTP and fully disclose any change in his or her medical status between the date of enrollment and departure, including**
  - any medical condition discovered;
  - any symptoms that appeared;
  - any condition that was investigated, diagnosed or treated;
  - any further investigation that was recommended or prescribed; or
  - any change in treatment that was recommended, including new medication or any change to medication or dosage;

**in that period, then this Certificate will be null and void and no benefits will be payable under it.**

**Amending or Canceling Coverage based on a Change in Medical Condition**

Where medical evidence is required, Our decision as to whether to insure a person, and on what basis to insure the person, depends on his or her condition on the date the Insured Person leaves on the Covered Trip. Therefore, if there is any change in an Insured Person's medical condition, as described above, before the Covered Trip begins, We may:

- cancel the Insured Person's insurance for that Covered Trip; or
- request a higher premium with respect to that Insured Person for that Covered Trip. If You do not pay the additional premium by the date the Insured Person departs, We will cancel the Insured Person's insurance for that Covered Trip.

If We cancel insurance under this provision, We will return any premiums that were paid for the canceled coverage.

**Section 5. How to apply for insurance**

**By telephone**

You can apply for insurance by calling WTP toll-free at **1-800-293-4941** or at **(416) 977-2039** and completing an Application by telephone.

You can apply for an extension of insurance by calling WTP at the 24 Hour Assistance line and completing an Application by telephone. The phone number is **1-800-359-6704** from Canada or the U.S.A., or from other countries, You can call collect at **(416) 977-5040**.

**Online**

You can also apply for insurance online at **www.tdinsurance.com** if You would like to apply for:

- new Annual Plan coverage; or
- new Per Trip coverage if:
  - all of the people to be insured are under 55 years of age; or
  - all of the people to be insured are under 85 years of age **and** the trip will be 17 days or less.

**In a TD Canada Trust branch**

You can also apply for insurance through an Ontario TD Canada Trust branch if:

- You are an Ontario resident; and
- You would like to apply for one of the following:
  - new Annual Plan coverage with the lowest amount of Trip Cancellation Insurance coverage (i.e. \$1,000 per Insured Person per Covered Trip, with an overall maximum of \$5,000 per Certificate per Policy Year in total for all Insured Persons and all Covered Trips); or
  - new Per Trip coverage where:
    - all people to be insured are under 55 years of age; or
    - all of the people to be insured are under 85 years of age and the trip will be 17 days or less.

**Section 6. When Your Certificate takes effect**

If the following conditions have been met, Your Certificate of insurance takes effect on the Effective Date as set out in Your Application or, if applicable, Your most recent Letter of Confirmation:

- You have applied for insurance as described in section 5;
- all of the people to be insured met the eligibility requirements described in section 3;
- if any of the people to be insured were required to provide evidence of insurability, as described in section 4, they have done so and WTP has approved them for coverage;
- You have paid the required premium;
- if You applied in a TD Canada Trust branch, an authorized branch representative has stamped Your Certificate of insurance to indicate that Your insurance has been issued; and
- if You applied by telephone or online, You have received a Certificate Number to confirm insurance has been issued, and WTP has sent a Letter of Confirmation.

## **Section 7. How Your Annual Plan coverage can be renewed**

Your Annual Plan coverage will automatically renew on the Anniversary Date if:

- You purchased Your Annual Plan on the online or by calling WTP;
- We have a valid credit card on file when Your Anniversary Date occurs;
- no Insured Person under the Certificate is 85 years of age or older on the Anniversary Date; and
- the renewal premium is received and accepted for the next Policy Year.

Otherwise, if You want to renew Your Annual Plan coverage, You will need to contact WTP before Your Anniversary Date, to arrange for payment. You can contact WTP toll-free at **1-800-293-4941** or at **(416) 977-2039** from 8 a.m. to 8 p.m. ET on Monday to Friday or noon to 6 p.m. Eastern Time on Saturday.

If there have been any changes, We will send You a new Certificate that will describe the terms and conditions of insurance for the new Policy Year. Otherwise, Your most recent Certificate will continue to apply.

If You wish to cancel Your insurance, You can do so as described in section 8.

## **Section 8. When Your Certificate terminates**

### **Annual Plan**

Your Annual Plan Certificate will terminate on the earliest of the following dates:

- Your Anniversary Date, unless Your coverage is renewed; and
- the date on which Your request to cancel Your Certificate is effective.

### **Per Trip Plan**

Your Per Trip Plan Certificate will terminate on the earliest of the following dates:

- the scheduled return date shown in Your Application or, if applicable, most recent Letter of Confirmation;
- the date the last Insured Person under the Certificate returns to his or her province of residence from the Covered Trip;
- the date the last Insured Person under the Certificate ceases to be eligible for coverage;
- the date the last Insured Person under the Certificate has his or her insurance canceled due to a change in medical condition before departing on the Covered Trip; and
- the date on which Your request to cancel Your Certificate is effective.

### **Automatic Extension of Certificate in Medical Emergency**

However, if any Insured Person is suffering from a Medical Emergency on a date when Your Certificate would otherwise terminate, for any reason other than cancellation, then the Certificate is automatically extended until 72 hours following the end of the Medical Emergency.

### **Canceling Your insurance**

You can cancel Your insurance by writing to WTP at the Customer Service address in section 17. Once WTP receives Your written request, it will be effective on the date it was post-marked.

You will receive a refund as follows:

- if Your cancellation request for Your Per Trip coverage is postmarked before the departure date set out in Your Application or, if applicable, most recent Letter of Confirmation, You will receive a full refund;
- if Your cancellation request for Your Per Trip coverage is postmarked after that date, and no claim has been incurred, You will receive a pro-rated refund, less an administrative fee of \$15;

- if Your cancellation request for Your Annual Plan coverage is postmarked within 10 days of Your Effective Date or, for renewals, the most recent Anniversary Date, and no Insured Person has travelled outside his or her country, province or territory of principal residence after the Effective Date or Anniversary Date, as applicable, then You will receive a refund of Your full premium for the Policy Year;
- otherwise, no refund is available.

No benefits will be paid under this Certificate for losses incurred after coverage has terminated.

## **Section 9. The Coverage Period for each type of benefit**

### **Trip Cancellation Coverage Period (Annual Plan only)**

If You have purchased Annual Plan coverage, then for each Insured Person who is not a Dependent Child insured under Family Coverage, the Trip Cancellation Coverage Period begins on the later of:

- Your Annual Plan Effective Date; and
- the date the Covered Trip is booked.

Dependent Children who are insured under Family Coverage are only covered while travelling with You or Your Spouse. Therefore, for each Insured Person who is a Dependent Child and who is insured under Family Coverage, the Trip Cancellation Coverage Period begins on the date set out above **only** if You or Your Spouse will be travelling with the Dependent Child on the Covered Trip.

The Trip Cancellation Coverage Period ends on the earlier of:

- the date the Insured Person departs on the Covered Trip; and
- the date this Certificate terminates.

### **Trip Interruption Coverage Period (Annual Plan only)**

If You have purchased Annual Plan coverage, then for each Insured Person who is not a Dependent Child insured under Family Coverage, the Trip Interruption Coverage Period begins on the later of:

- Your Annual Plan Effective Date;
- the date the Insured Person completes a portion of the Covered Trip as shown on his or her invoice or ticket.

Dependent Children who are insured under Family Coverage are only covered while travelling with you or Your Spouse. Therefore, for each Insured Person who is a Dependent Child and who is insured under Family Coverage, the Trip Interruption Coverage Period begins on the date set out above **only** if You or Your Spouse are travelling with the Dependent Child on the Covered Trip.

**Exclusion:** If a Dependent Child is born while the child's mother is outside of her province of residence, the Dependent Child will not be insured with respect to that trip.

The Trip Interruption Coverage Period ends on the earlier of:

- the date the Insured Person is scheduled to return from the Covered Trip;
- if the Covered Trip exceeds 17 days and You have not purchased Annual Plan Trip Extension coverage, at 11:59 p.m. on the 17<sup>th</sup> day of the Covered Trip (Note that the date of departure is counted as one full day); and
- the date this Certificate terminates.

### **Medical Emergency Coverage Period (Annual Plan)**

If You have purchased Annual Plan coverage, then for each Insured Person who is not a Dependent Child insured under Family Coverage, the Medical Emergency Coverage Period begins when the Insured Person departs on a Covered Trip.

Dependent Children who are insured under Family Coverage are only covered while travelling with You or Your Spouse. Therefore, for each Insured Person who is a Dependent Child and who is insured under Family Coverage, the Medical Emergency Coverage Period begins when the Dependent Child departs on a Covered Trip **only** if You or Your Spouse are travelling with the Dependent Child on the Covered Trip.

**Exclusion:** If a Dependent Child is born while the child's mother is outside of her province of residence, the Dependent Child will not be insured with respect to that trip.

The Medical Emergency Coverage Period ends on the earlier of:

- the date the Insured Person returns from the Covered Trip;
- if the Covered Trip exceeds 17 days and You have not purchased Annual Plan Trip Extension coverage for the Covered Trip, at 11:59 p.m. on the 17<sup>th</sup> day of the Covered Trip (Note that the date of departure is counted as one full day. The Insured Person will be required to provide evidence of his or her actual date of departure from his or her province or territory of residence);

- if You have purchased Annual Plan Trip Extension Coverage, at 11:59 p.m. on the last day of coverage under Annual Plan Trip Extension coverage, as specified in the most recent Letter of Confirmation;
- the date this Certificate terminates.

However, if an Insured Person is suffering from a Medical Emergency on the date the Medical Emergency Coverage Period would otherwise end (for any reason except cancellation of the Certificate), then the Medical Emergency Coverage Period:

- for that Insured Person; and
- for any other Insured Person if:
  - that other Insured Person has extended his or her trip beyond his or her scheduled return date as a result of the first Insured Person's Medical Emergency; and
  - WTP has approved a Travelling Companion Benefit for that other Insured Person

is automatically extended to 72 hours following the end of the Medical Emergency.

### **Medical Emergency Coverage Period (Per Trip Plan)**

If You have purchased Per Trip coverage, then for each Insured Person who is not a Dependent Child who is insured under Family Coverage, the Medical Emergency Coverage Period begins on the later of:

- the Insured Person's scheduled departure date, as specified in the Application or, if applicable, the most recent Letter of Confirmation;
- when the Insured Person actually departs on the Covered Trip.

Dependent Children who are insured under Family Coverage are only covered while travelling with You or Your Spouse. Therefore, for each Insured Person who is a Dependent Child and who is insured under Family Coverage, the Medical Emergency Coverage Period begins on the date set out above **only** if You or Your Spouse are travelling with the Dependent Child on the Covered Trip.

**Exclusion:** If a Dependent Child is born while the child's mother is outside of her province of residence, the Dependent Child will not be insured with respect to that trip.

If You have purchased Per Trip coverage, then the Medical Emergency Coverage Period ends on the earlier of:

- the Insured Person's scheduled return date, as specified in the Application or, if applicable, the most recent Letter of Confirmation;
- the date the Insured Person actually returns;
- the date this Certificate terminates.

## **Section 10. What Your Insurance covers – Trip Cancellation Insurance (Annual Plan only)**

If You have purchased Annual Plan coverage, We will pay a Trip Cancellation Benefit with respect to an Insured Person if he or she is required to cancel a Covered Trip due to a Covered Cause for Cancellation listed below that occurs during the Trip Cancellation Coverage Period for the Covered Trip.

**Trip Cancellation Benefit** means, subject to the Maximum Benefit Payable described in section 1, Eligible Trip Cancellation Expenses.

**Eligible Trip Cancellation Expenses** means one of the following two options:

- reimbursement for:
  - the portion of the Insured Person's unused travel arrangements which were:
    - Paid in advance;
    - Forfeited as a result of a Covered Cause for Cancellation; and
    - Non-refundable on the date the Covered Cause for Cancellation arose; and
  - travel point administration cancellation fees that applied on the date the Covered Cause for Cancellation arose, where applicable; but
  - **Exclusion:** there will be no reimbursement for the cost of any additional travel insurance;
- or, in the alternative, if the Insured Person misses the scheduled departure as a result of a Covered Cause for Cancellation, payment of reasonable transportation costs that are:
  - required for the Insured Person to travel to the destination of the Covered Trip by the most direct route; and
  - approved in advance by WTP.

**Covered Cause for Cancellation** means:

- death of an Insured Person
- sudden and unexpected sickness, accidental injury or quarantine of an Insured Person if:
  - it did not result from a Pre-Existing Condition;
  - it prevents the Insured Person from starting the Covered Trip;

- a Physician certifies, in writing:
  - that:
    - he or she has advised the Insured Person to cancel the Covered Trip; or
    - the sickness or injury made it impossible for the Insured Person to start the Covered Trip; and
  - the medical reason for the decision; and
- You provide the Physician's certification to WTP before the scheduled departure date;
- death of an Immediate Family Member of the Insured Person;
- sudden and unexpected sickness, accidental injury or quarantine of an Immediate Family Member of the Insured Person; or
- the sudden and unexpected death or hospitalization of an Insured Person's host at the destination.

## Limitations and Exclusions

### 1. Pre-Existing Condition

- No benefit will be payable with respect to a medical condition of the Insured Person that relates to or results from a Pre-Existing Condition.

### 2. Reasonably Foreseeable Conditions

- No benefit will be payable with respect to a sickness, accidental injury or quarantine of the Insured Person that was reasonably foreseeable when the Trip Cancellation Coverage Period began.

### 3. Cancellation penalties arising after Covered Cause for Cancellation

- Benefits will be limited to cancellation penalties in effect on the date the Covered Cause for Cancellation arises, so it is important to cancel Your travel plans promptly.

### 4. Causes not covered

- No benefit will be payable with respect to cancellation of a Covered Trip for any reason other than those listed under Covered Causes for Cancellation.

### 5. Frequent flyer plan points

- Under no circumstance will any benefit be payable in connection with the value of frequent flyer plan points that have been lost or wasted.

## Section 11. What Your Insurance Covers - Trip Interruption Insurance (Annual Plan Only)

If You have purchased Annual Plan coverage, We will pay a Trip Interruption Benefit with respect to an Insured Person if he or she is prevented from continuing a Covered Trip as a result of a Covered Cause for Interruption listed below that occurs during the Trip Interruption Coverage Period for the Covered Trip.

**Trip Interruption Benefit** means, subject to the Maximum Benefit Payable described in section 1, Eligible Trip Interruption Expenses.

**Eligible Trip Interruption Expenses** means:

- if the Insured Person must terminate the Covered Trip as a result of the Covered Cause for Interruption, the lesser of:
  - the cost of a one-way economy airfare to the point of departure, if WTP approves this transportation in advance; or
  - the fee charged by the airline to change the Insured Person's date of return;
- if the Insured Person is delayed in reaching the next destination of his or her Covered Trip as a result of a Covered Cause for Interruption, payment of reasonable additional transportation costs that are:
  - required for the Insured Person to rejoin a tour group by the most direct route; and
  - approved in advance by WTP; and
- the portion of any unused land arrangements which were:
  - part of the Insured Person's Covered Trip;
  - paid prior to the Insured Person's date of departure; and
  - non-refundable on the date the Covered Cause of Interruption occurred.

**Covered Cause for Interruption** means

- death of an Insured person;
- accidental injury or sickness of an Insured person if:
  - it does not result from a Pre-Existing Condition; and
  - in the opinion of WTP:
    - it requires immediate medical attention; and
    - either:
      - it prevents the Insured Person from continuing with the Covered Trip; or
      - the Insured Person will be delayed in reaching the next destination of his or her Covered Trip;
- death of an Immediate Family Member of the Insured Person;
- sudden and unexpected sickness or accidental injury of an Immediate Family Member which requires an overnight stay in a Hospital.

## Limitations and Exclusions

### 1. Pre-Existing Conditions

- No benefit will be payable with respect to a medical condition of the Insured Person that relates to or results from a Pre-Existing Condition.

### 2. Reasonably foreseeable Conditions

- No benefit will be payable with respect to a sickness or accidental injury of the Insured Person that was reasonably foreseeable:
  - when the Insured Person departed on the Covered Trip; or
  - if You purchased Annual Plan Trip Extension coverage after that departure date, on the date You purchased it.

### 3. Interruption occurring outside the Coverage Period

- No benefit will be payable with respect to an interruption that occurs before the Trip Interruption Coverage Period begins or after it ends.
- This means, for example, that no benefit will be paid with respect to an interruption that occurs after 11:59 p.m. on the 17<sup>th</sup> day of a Covered Trip, if You have not purchased Annual Plan Trip Extension Coverage for the trip.
- Note that the day of departure counts as a full day for this purpose.

### 4. Sums that become non-refundable after the Covered Cause of Interruption occurs

- Only the sums that are non-refundable on the day the Covered Cause of Interruption occurs shall be eligible for the purposes of this claim, so it's important to call WTP immediately to discuss alternate arrangements.

### 5. Causes not covered

- No benefit will be payable with respect to interruption of a Covered Trip for any reason other than those listed under Covered Causes for Interruption.

### 6. Frequent Flyer Plan Points

- Under no circumstance will any benefit be payable in connection with the value of frequent flyer plan points that have been lost or wasted.

### 7. Unused Return Travel

- Under no circumstance will Trip Interruption Benefits include the cost of prepaid unused return travel.

## Section 12. What Your insurance covers – Emergency Medical Insurance

We will pay a Medical Emergency Benefit if an Insured Person suffers a Medical Emergency during the Medical Emergency Coverage Period for a Covered Trip.

**Emergency Medical Benefit** means, subject to the Maximum Benefit Payable described in section 1, the Usual, Customary and Reasonable Charges for Eligible Medical Emergency Expenses, less all amounts payable or reimbursable under a GHIP or any group or individual health plans or insurance policies.

**Eligible Medical Emergency Expenses** means:

- **Hospital accommodation;**
- **Physicians' bills;**
- **Private duty nursing:**
  - up to \$5,000 for:
    - services performed by a registered nurse; including
    - medically necessary nursing supplies;
- **Diagnostic services:**
  - charges for diagnostic tests, laboratory tests and X-rays which are:
    - prescribed by the treating Physician; and
    - approved in advance by WTP if the tests involve:
      - magnetic resonance imaging (MRI);
      - computerized axial tomography (CAT) scans;
      - sonograms;
      - ultrasounds; or
      - any invasive diagnostic procedures including angioplasty;
- **Ambulance:**
  - charges for emergency ambulance service to the nearest approved Hospital;
- **Air Ambulance:**

- charges for emergency air ambulance only if:
  - WTP determines that the Insured Person's physical condition precludes the use of any other means of transportation;
  - WTP makes the determination before the service is provided;
  - WTP pre-approves this service; and
  - WTP arranges this service;
- **Prescriptions:**
  - reimbursement of prescription drugs that are required as part of emergency treatment;
  - **Exclusion:** vitamins and patent, proprietary and experimental drugs are excluded;
- **Accidental Dental:**
  - up to \$2,000 for dental treatment that is:
    - required during a Medical Emergency Coverage Period; and
    - necessitated by a blow to natural or permanently installed teeth which occurs during a Medical Emergency Coverage Period;
  - **Limitation:** treatment for emergency relief of dental pain is covered up to a maximum of \$200;
- **Medical Appliances**
  - cost of casts, crutches, trusses, braces, slings, splints and/or the rental cost of a wheelchair or walker where:
    - prescribed by a Physician; and
    - required as a result of a Medical Emergency;
- **Return Airfare**
  - the extra cost for a one-way economy fare plus, if required to accommodate a stretcher, a second one-way economy fare if:
    - as a result of a Medical Emergency, WTP determines that an Insured Person should return to Canada for medical reasons; and
    - WTP approves the transportation in advance;
  - **Limitation:** this benefit will be reduced by any amount paid under a Trip Interruption benefit to return the Insured Person to his or her point of departure;
- **Transportation to Bedside**
  - if an Insured person is Hospitalized and is expected to remain Hospitalized for at least three consecutive days, the cost of one round-trip economy airfare from Canada if it is:
    - for the Insured Person's Spouse, parent, child, brother or sister; and
    - approved in advance by WTP;
- **Travelling Companion Benefit**
  - the cost of a single one-way economy airfare if:
    - an Insured Person suffers a covered Medical Emergency;
    - as a result, a travelling companion stays beyond his or her scheduled return date; and
    - WTP approves, in advance, the cost of a one-way economy airfare back to the travelling companion's place of departure;
  - **Limitation:** this benefit will be reduced by any amount paid under a Trip Interruption benefit to return the travelling companion to his or her point of departure if the travelling companion is also an Insured Person under this Certificate;
- **Bedside Companion Benefit**
  - up to \$150 per day, to a maximum of \$1,500, for food and accommodation for a person if:
    - WTP has approved transportation for the person under either a Transportation to Bedside benefit or a Travelling Companion Benefit; and
    - WTP has approved the Bedside Companion Benefit in advance.
- **Vehicle Return**
  - up to \$1,000 toward the cost of returning an Insured Person's vehicle to his or her home or, if applicable, the nearest appropriate vehicle rental agency if:
    - the Insured Person is unable to return the vehicle due to a covered Medical Emergency; and
    - WTP arranges for the return of the vehicle;
- **Return of Deceased**
  - up to \$5,000 toward the cost of preparation and transportation home of a deceased Insured Person if death results from a covered Medical Emergency;
    - **Exclusion:** the cost of a burial casket or urn is not covered under this benefit; and
  - one round-trip economy airfare if:
    - an immediate family member is required to identify or obtain release of the deceased; and
    - WTP approves this transportation in advance.

## Limitations and Exclusions

### 1. Failure to report

- A Medical Emergency must be reported to WTP within 48 hours of admission to Hospital, or as soon as is reasonably possible.
  - If the Medical Emergency is not reported as required, the Maximum Benefit Payable with respect to the Medical Emergency will be 80% of the Eligible Medical Emergency Expenses, to a limit of \$30,000.
- 2. Pre-Existing Condition**
    - If an Insured Person was not required to provide medical evidence, as described in section 4, in order to obtain insurance with respect to a Covered Trip, then no benefit will be paid for that Covered Trip with respect to treatment, services or expenses that relate to or result from a Pre-Existing Condition.
  - 3. Reasonably foreseeable Conditions**
    - No benefit will be payable with respect to a sickness, accidental injury or Medical Emergency that was reasonably foreseeable:
      - when the Insured Person departed on the Covered Trip; or
      - if You purchased an extension of coverage after that departure date, on the date You purchased that additional insurance.
  - 4. Medical Emergency occurring outside the Coverage Period**
    - No benefit will be payable with respect to a Medical Emergency that occurs before the Medical Emergency Coverage Period begins or after it ends.
    - This means, for example, that under Annual Plan coverage, no benefit will be paid with respect to an Medical Emergency that occurs after 11:59 p.m. on the 17<sup>th</sup> day of a Covered Trip, if You have not purchased Annual Plan Trip Extension Coverage for the trip.
    - Note that the day of departure counts as a full day for this purpose.
  - 5. Failure to transfer to an appropriate facility for treatment**
    - We, in consultation with the Insured Person's treating Physician, reserve the right to transfer an Insured Person to an appropriate medical facility or to his or her province or territory of residence for further treatment.
    - Failure to comply with a transfer request will absolve Us of any liability to provide benefits for expenses incurred after the scheduled transfer date.
  - 6. Recurrence**
    - A Medical Emergency is considered to have ended when medical evidence indicates that the Insured Person is able to return to his or her province or territory of residence. No benefits will be paid in connection with the condition that caused a Medical Emergency if they are incurred after that time.
  - 7. Failure to obtain advance approval**
    - Where an Eligible Expense specifies that it must be approved in advance by WTP, if advance approval is not obtained, no benefit will be payable for that expense.
    - No benefit will be paid with respect to any surgery or invasive procedure that has not been approved in advance by WTP, except in extreme circumstances where a request for prior approval would delay necessary surgery in a life-threatening medical crisis.
  - 8. Non-emergency services**
    - No benefit will be payable with respect to non-emergency, experimental or elective services, including any treatment, surgery or medication which medical evidence indicates that the Insured Person could have returned to Canada to receive.
  - 9. General**
    - As noted above, the benefits payable under the Group Policy will be the actual cost of the covered expense less:
      - the amount reimbursable under GHIP; and
      - the amount reimbursable through any other insurance or health plan coverage.

## **Section 13. Limitations and exclusions: What Your insurance does not cover**

Limitations and exclusions that apply to a particular benefit are found above, in the description of those benefits. These include exclusions and limitations with respect to:

- Pre-Existing Conditions;
- reasonably foreseeable medical conditions and Medical Emergencies;
- failure to report Medical Emergencies or to report a covered cause for trip cancellation or trip interruption promptly;
- failure to obtain advance approval from WTP for certain expenses, including travel arrangements;
- recurrences of Medical Emergencies;
- failure to transfer to an appropriate facility for treatment; and
- non-emergency services.

Please see the relevant benefit section for details. In addition:

- 1. No benefit will be payable in connection with treatment, services or expenses related to or resulting from:**
  - a. Misrepresentation**

- any medical condition for which You or an Insured Person provided WTP or Us with false or inaccurate information regarding hospitalizations, treatment or medications;
- any benefit under a Certificate that is null and void as described in exclusion number 2, below;
- b. Pregnancy**
  - pregnancy or childbirth within 9 weeks of expected delivery date;
  - any complication relating to pregnancy that occurs in the last 9 weeks leading up to the expected delivery date, or after the expected delivery date;
  - any child born during the Covered Trip in question;
- c. Intentionally inflicted injuries**
  - intentionally inflicted injuries, suicide or attempted suicide, while either sane or insane;
- d. Failure to take medication**
  - failure to take medication as prescribed by the Insured Person's Physician;
- e. Alcohol or drug abuse**
  - abuse of medication or alcohol or use of illicit drugs;
- f. Crime**
  - participation in a criminal offence;
- g. Professional Sports or Racing**
  - participation in professional sports or any organized racing or speed contests;
- h. War or terrorism**
  - any act of war, whether declared or not, hostile or warlike action in time of peace or war, insurrection, rebellion, revolution, civil war, hijacking or terrorism;
- i. Commuting**
  - any trip that is primarily for the purpose of commuting to or from the Insured Person's usual place of employment;
- j. Mental Problems**
  - any mental, nervous or emotional problems, including any Medical Emergency arising from these problems;
- k. Hazardous Activities**
  - recreational scuba diving (unless the Insured Person holds a basic scuba designation from a certified school or licensing body), mountaineering, bungee-jumping, parachuting, parasailing, cave exploration, hang-gliding, skydiving or any airborne activity in any aircraft other than a passenger aircraft that holds a valid certificate of airworthiness;
- l. Travel Advisories**
  - travel in a country if the Canadian government had issued a travel advisory for that country that was in effect immediately before the Coverage Period for the benefit in question began.

## **2. Failure to provide accurate and complete Evidence of Insurability**

If an Insured Person was required to provide evidence of insurability as described in section 4 and:

- a. he or she failed to disclose all medical conditions, as required under section 4; or
- b. he or she failed to contact WTP and disclose a change in his or her medical condition between the date of enrollment and date of departure, as required under section 4

**then this Certificate is null and void and no benefits will be payable under it.**

## **3. Dependent Child not travelling with You or Your Spouse**

No benefit will be payable:

- with respect to a Dependent Child under Family Coverage unless he or she is travelling
  - with You or,
  - if Your Spouse is an Insured Person under this Certificate, with Your Spouse.

## **Section 14. What to do in a Medical Emergency**

**When a Medical Emergency occurs, You must phone WTP immediately, or as soon as is reasonably possible. Otherwise, benefits will be limited as described in section 12 under "Limitations and Exclusions: 1. Failure to Report". Some expenses will only be covered if WTP approves them in advance.**

Assistance is available twenty-four hours a day, seven days a week, by calling toll-free **1-800-359-6704** from Canada or the U.S.A., or from other countries by calling collect **(416) 977-5040**.

WTP will verify whether coverage is in effect and, if so, will direct the Insured Person to the nearest appropriate medical facility. WTP will pay, or guarantee payment to, the provider of medical services wherever possible, and manage the Insured Person's Medical Emergency from the initial report through its conclusion.

If a direct guarantee or payment is not possible, the Insured Person may be asked to pay for services. Upon submission of a claim, the Insured Person will be reimbursed for any such Eligible Expenses so paid, as described under this Certificate.

**Note:** All payments and payment guarantees are subject to the terms and conditions of the Certificate, including limitations and exclusions.

## **Section 15. Annual Plan Customers: What to do if You need to cancel or interrupt a trip**

### **Trip Cancellation**

It is important to **call WTP immediately** at the 24 Hour Emergency Assistance number found in section 17, below.

The amount payable under Trip Cancellation coverage is limited to the cancellation penalties in effect on the date the Covered Cause of Cancellation occurs, so it's important to cancel Your plans promptly, within one business day.

After the Insured Person has cancelled his or her travel arrangements with the travel supplier, You will need to follow the instructions under section 16, *How to make a claim*.

### **Trip Interruption**

You must **call WTP immediately** at the 24 Hour Emergency Assistance number found in section 17, below. Some expenses are only covered if they're approved in advance by WTP. All transportation expenses must be pre-approved.

Only the expenses that are non-refundable on the day the Covered Cause of Interruption occurs are eligible for reimbursement, so contact WTP as soon as possible but no later than within one day to discuss alternate travel arrangements

## **Section 16. How to make a claim**

### **Trip Cancellation or Trip Interruption Claim**

Once the Insured Person has cancelled his or her travel arrangements with the travel supplier, call WTP at the Customer Service phone number in section 17 to obtain a claim form.

You will be required to submit a completed claim form and provide documentation to substantiate the claim, including the following:

- original invoice, original tickets (including any unused coupons), original vouchers, and original itinerary;
- proof that cancellation or interruption resulted from a Covered Cause for Cancellation or Covered Cause for Interruption, as applicable. This may include a medical certificate, Physician's written statement or death certificate; and
- a signed "Release of Medical Information" authorization to allow Us to obtain any further information required to complete the claim review.

The Insured Person will also be required to provide evidence of his or her actual departure date from his or her province or territory of residence.

### **Medical Emergency Claim**

A Medical Emergency should always be reported immediately, as described in section 14, or benefits will be limited.

#### If You did not report the Claim immediately as required

If, without contacting WTP for assistance and claim management, an Insured Person incurs Eligible Medical Emergency Expenses, then he or she must first submit receipts and other proof to:

- GHIP;
- then to any group or individual health plans and/or insurers.

Any Eligible Medical Emergency Expenses that are not covered by such GHIP, plans or insurance should then be submitted to WTP with proof of claim, receipts and payment statements. In this case, claims forms can be obtained from WTP's Customer Service representatives at the number set out in section 17.

The Insured Person will also be required to provide evidence of his or her actual departure date from his or her province or territory of residence.

#### If You did report the claim

If Hospital or other medical charges have been guaranteed or paid by WTP on behalf of an Insured Person then You and, if applicable, the Insured Person must sign an authorization form allowing WTP to recover these charges:

- from the Insured Person's GHIP;
- from any health plan or other insurance;
- through subrogation rights against any responsible third party.

If WTP has paid for Eligible Expenses covered under other insurance or another plan, You and, if applicable, the Insured Person must assist WTP in obtaining reimbursement, where necessary.

The Insured Person will also be required to provide evidence of his or her actual departure date from his or her province or territory of residence.

**Note:** If an advance payment is made for expenses and it is later discovered that they were not covered under this Certificate, then the Insured Person must reimburse us.

## **Section 17. How to contact World Travel Protection**

### **24 Hour Emergency Assistance Number**

To report a Medical Emergency, or to make arrangements with respect to Trip Interruption or Trip Cancellation, You can call WTP twenty-four hours a day, seven days a week at:

From the U.S.A. or Canada	<b>1-800-359-6704</b>
From elsewhere, call collect	<b>(416) 977-5040</b>

You can also call this number to apply for an extension of Per Trip coverage for a Covered Trip or to apply for Annual Plan Trip Extension coverage.

### **Customer Service: Phone number**

To purchase insurance, or to increase the amount of benefit available for Trip Cancellation Insurance under Your Annual Plan, You can call WTP at:

Toll-free at **1-800-293-4941** or at **(416) 977-2039**

Monday – Friday 8 a.m. – 8 p.m. Eastern Time  
Saturday noon – 6 p.m. Eastern Time

In a non-emergency situation, You can also call this number to obtain claims forms.

### **Customer Service: Mailing Address**

To obtain a claim form or to cancel Your insurance, send Your request to:

World Travel Protection Canada Inc.  
Re: TD Canada Trust Travel Medical Insurance  
400 University Avenue, 15<sup>th</sup> floor  
Toronto, Ontario  
M5G 1S7

Fax: (416) 205-4673.

## **Section 18. Premiums and Premium refunds**

If any person to be insured is required to provide evidence of insurability as described in section 4, then premiums for this Certificate will be based on the medical information provided when You call WTP to apply, and, for Per Trip Plans, on the duration of Your Covered Trip.

Otherwise, premiums will be based on:

- the age of the oldest person to be insured under the Certificate as of:
  - the Effective Date of Your Certificate; or

- if applicable, the Anniversary Date on which Your Certificate is renewed;
- for Per Trip Plans, the duration of Covered Trip; and
- our then-current premium tables for the requested type of insurance.

**Note:** Premium tables are subject to change without notice.

If You request an extension to Per Trip coverage, or if You request Annual Plan Trip Extension Coverage, the minimum premium will be \$15.

If You cancel Your insurance, some or all of Your premiums may be refunded, as described under section 8.

## **Section 19. General conditions**

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

### **Proof of Loss**

The appropriate claims forms together with written proof of loss must be furnished as soon as reasonably possible, but in all events within one (1) year from the date on which the loss occurred.

### **Examination**

During the processing of a claim, We shall have the right and opportunity, at Our own expense, to review all medical records related to the claim and to examine the Insured Person medically when and as often as may be reasonably required.

### **Subrogation**

We shall have full rights of subrogation, including the right to proceed at Our own expense in the Insured Person's name against third parties who may be responsible for a claim arising or providing indemnity or benefits similar to the benefits under this Certificate. You and the Insured Person shall give Us all such assistance as is reasonably required to secure Our rights and remedies, including the execution of all documents necessary to enable Us to bring suit in Your name or the name of the Insured Person, as applicable.

### **Other Insurance**

The total benefits payable under all insurance, whether insured by Us or otherwise, with respect to a claim can not exceed the actual expenses incurred in connection with the claim. If a person who is insured under this Certificate is also insured under any other insurance certificate or policy, we will coordinate payment of benefits with the insurer of that other insurance.

### **Legal Action**

No actions or proceedings may be brought against Us after one (1) year from the date on which the loss occurred. All actions or proceedings against Us must be brought in the province or territory in which the Insured Person was resident at the Effective Date of this Certificate and will be governed by the laws of that province or territory, without reference to its conflicts of law rules.

### **False Claim**

If You or an Insured Person makes a claim knowing it to be false or fraudulent in any respect, neither You nor the Insured Person will be entitled to the benefits of this coverage, nor to the payment of any claim under the Group Policy.

### **Currency**

All amounts are shown in Canadian currency.

### **Access to Medical Care**

TD Life, TD Canada Trust, WTP and their affiliates are not responsible for the availability, quality or results of any medical treatment or transport, or for the failure of any Insured Person to obtain medical treatment.

### **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. The principal provisions of the Group Policy affecting Insured Persons are summarized in this Certificate. The Group Policy is on file at the office of the Policyholder.

This is the end of Your Certificate of Insurance.

## Authorization

You apply to TD Life Insurance Company ("TD Life") for insurance under Group Policy TI002 between TD Life and The Toronto-Dominion Bank ("TD Canada Trust").

You declare that You are a current TD Canada Trust customer and that You have read and understood the terms and conditions pertaining to Travel Medical Insurance offered through TD Canada Trust as set out in the Certificate of Insurance. You declare that You are aware of the limitations and exclusions (including an exclusion related to pre-existing conditions) which are detailed in the Certificate of Insurance.

TD Canada Trust does not act as agent for the insurer, TD Life, which is its wholly owned subsidiary. TD Canada Trust sponsors this product and receives a fee from TD Life.

You agree that, at the time You begin a relationship with us and during the course of our relationship, we may collect, use and disclose Your Information as described in the enclosed Privacy Agreement included for, but not limited to the purpose of identifying You, providing ongoing service, understanding Your financial needs, protecting us both from fraud and error complying with legal and regulatory requirements, and marketing products and services to You by telephone, fax, and automatic dialing-announcing device, at the numbers you have provided us, or by internet and mail, email or other methods.

You agree that TD Life may share information about You (except health information) with its affiliates to establish and service You as a customer, to determine whether any other products or services are suitable for You, to offer them to You or otherwise establish, maintain and promote a business relationship with You. You may choose not to be contacted regarding direct marketing offers by contacting us as described in the privacy section of this brochure.

You authorize and consent to the collection of any records of You and Your health if required by TD Life and its reinsurers. You authorize the exchange of information concerning You and Your health between TD Life, its reinsurers and underwriters. In the event of a claim, the certificate holder, beneficiary, heir, executor or administrator of Your estate is authorized to provide TD Life with all the information and authorizations needed for claims purposes.

You accept that any claims will be subject to the terms and conditions as described in the Certificate of Insurance. You hereby authorize any Hospital or Physician to release copies of all medical records for You and Your family to World Travel Protection Canada Inc. and TD Life Insurance Company. A photostatic copy of this authorization shall be as valid as the original.

## Privacy Agreement

In this Agreement, the words "you" and "your" mean any person who has requested from us, or offered to provide a guarantee for, is insured under any product or service offered by us. The words "we", "us" and "our" mean

- (1) TD Life Insurance Company ("TD Life"), TD Assurance Agency Inc. and TD Waterhouse Insurance Services Inc. which are part of the TD Bank Financial Group ("TDBFG");
- (2) any insurance company that insures your personal accident, sickness, life, travel, creditor or other coverage under a group policy issued to The Toronto-Dominion Bank ("TD Bank");
- (3) any company that will in future insure a group policy issued to TD Bank that provides coverage that replaces all or part of an insurance policy listed in (2) or any other insurance currently provided by TD Life;
- (4) any company that provides reinsurance to any company listed in (1) through (3); and
- (5) service providers for any company listed in (1) through (4).

TDBFG means TD Bank and its affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word "Information" means personal, financial and other details about you that you provide to us and we obtain from others outside our organization, including through the products and services you use.

You acknowledge, authorize and agree as follows:

### COLLECTING AND USING YOUR INFORMATION

At the time you begin a relationship with us and during the course of our relationship, we may collect Information including:

- details about you and your background, including your name, address, date of birth, occupation and other Identification, all of which are required under law
- records that reflect your business dealings with and through us
- your financial preferences and activities.

This Information may be collected from you and from sources outside our organization, including from:

- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- other financial institutions
- other service providers, agents and other organizations with whom you make arrangements
- references you have provided
- persons authorized to act on your behalf under a power of attorney or other legal authority.

You authorize those sources to give us the Information.

We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:

- verify your identity
- evaluate and process your application, accounts, transactions and reports
- provide you with ongoing service
- analyze your financial needs and activities to help us serve you better
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with you
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

### **DISCLOSING your information**

We may disclose Information, including as follows:

- with your consent
- in response to a court order, search warrant or other demand or request, which we believe to be valid
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, to satisfy legal and regulatory requirements applicable to us
- to suppliers, agents and other organizations that perform services for you or for us or on our behalf
- when we buy or sell all or part of our businesses or when considering such transactions
- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law

### **SHARING INFORMATION WITHIN TDBFG**

Within TDBFG we may share Information, other than health-related Information, for the following purposes:

- To manage your total relationship within TDBFG, including servicing your account, as well as our business risks and operations.
- To comply with legal or regulatory requirements.
- To allow other businesses within TDBFG to tell you about products and services. If you prefer, you may choose not to have us share your Information in this way.

### **ADDITIONAL COLLECTIONS, USES AND DISCLOSURES**

**Social Insurance Number (SIN)** – If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other products or services, your choice to provide it is optional. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

**Credit Consent** – For a credit card, line of credit, loan, mortgage or other credit facility, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will obtain information and reports about you from credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness and/or establish credit and hold limits. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us, we may from time to time disclose your Information to other lenders and credit reporting agencies seeking such Information, which helps establish your credit history and supports the credit granting and processing functions in general. If you have a credit product with us, you may not withdraw your credit consent.

**Insurance** – If you are applying for, requesting prescreening for, modifying or making a claim under an insurance product that we insure, reinsure, administer or sell, we may, if necessary, collect, use, disclose and retain health-related Information about you. We may collect this information from you or any health care professional, medically-related facility, insurance company or other person who has knowledge of your Information. We may also obtain a personal investigation report.

We may use your Information to:

- ensure you are eligible for coverage
- administer your insurance and our relationship with you
- investigate and adjudicate your claims
- help manage and assess our risks.

We may share your Information with any health-care professional, medically-related facility, insurance company or other person who has knowledge of your personal Information, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TDBFG, except to the extent that other TDBFG companies insure, reinsure, administer or sell relevant coverage and the disclosure is required for the purposes described above. Your health-related Information may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

**Marketing Purposes** – We may also use your Information for marketing purposes, including to:

- better understand your financial needs and activities so that we may tell you about other products and services that may be of interest to you, including those offered by our affiliates and third parties we select,
- determine your eligibility to participate in contests, surveys or promotions, and to conduct and administer contests that you enter,
- conduct research and surveys to assess your satisfaction with us as a customer, and to develop products and services to meet your needs,
- contact you by telephone, fax and automatic dialing-announcing device, at the numbers you have provided us, or by internet, mail email, and other methods.

With respect to these marketing purposes, you may choose not to have us:

- contact you occasionally either by telephone, fax internet, mail, email or all of these methods, with offers that may be of interest to you
- contact you to participate in customer research and surveys.

**Telephone discussions** – When speaking with one of our telephone service representatives, we may monitor and/or record your telephone discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

#### **MORE INFORMATION**

Please read our Privacy Code – “Protecting Your Privacy” for further details about this Agreement and our privacy policies. Visit [www.td.com/privacy](http://www.td.com/privacy) or contact us for a copy.

You acknowledge that we may amend this Agreement and our Privacy Code from time to time to reflect changes in legislation or other issues that may arise. We will post the revised Agreement and Privacy Code on our website listed above. We may also make them available at TDBFG branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Agreement, you may do so by contacting us at: **1-888-983-7070**. Please read our Privacy Code for further details about your opt-out choices.

#### **COMPLAINT HANDLING PROCESS FOR TD LIFE INSURANCE COMPANY**

The complaint handling process is our way of ensuring that your concerns are addressed in a consistent and comfortable way. Our representatives will work hard to resolve your concerns.

Contact a TD Insurance Customer Service representative:

120 Adelaide Street West, 2nd Floor Toronto, ON M5H 1T1  
Telephone: 1-888-788-0839 (press option "1", then press option "1" again).  
E-mail: [TD.InsuranceLifeAndHealth@td.com](mailto:TD.InsuranceLifeAndHealth@td.com)

If your concern remains unresolved, you can contact the TD Insurance Ombudsperson:

120 Adelaide Street West, 3rd Floor  
Toronto, ON M5H 1T1  
Fax: 416-944-5827

If still unresolved, you can contact the OmbudService for Life & Health Insurance (OLHI):

401 Bay Street, Suite 1507  
P.O. Box 7  
Toronto, Ontario  
M5H 2Y4  
Phone: 1-888-295-8112 or 416-777-9002  
Fax: 416-777-9750  
Email: [hnicholson@olhi.ca](mailto:hnicholson@olhi.ca)