



**TD Insurance
Travel Medical Insurance
Per Trip Plan
Certificate of Insurance**

Issued by: TD Life Insurance Company (“TD Life”) under Group Policy Number TI002 (the “Group Policy”) to The Toronto-Dominion Bank (the “Policyholder” or “TD Canada Trust”). Allianz Global Assistance provides administrative and adjudication services under the Group Policy

IMPORTANT NOTICE

READ CAREFULLY BEFORE YOU TRAVEL*

- Travel insurance covers claims arising from sudden and unforeseen circumstances.
- To qualify for this insurance, *You* must meet all the eligibility requirements.
- This insurance contains limitations and exclusions. Examples may include: *Medical Conditions* that are not *Stable*, pregnancy, child born on trip, excessive use of alcohol, high risk activities.
- This insurance may not cover claims related to *Pre-Existing Medical Conditions* and symptoms, even if disclosed in *Your* application process. It is important and *Your* responsibility to understand how this applies to *Your* coverage.
- Contact *Our Administrator* before seeking Treatment or *Your* benefit may be limited.
- In the event of a claim *Your* prior medical history may be reviewed.
- If *You* have been asked to complete a medical questionnaire and any of *Your* answers are not accurate or complete, this policy may be void.

IT IS IMPORTANT AND YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. IF YOU HAVE QUESTIONS, CALL 1-800-293-4941

*From the Canadian Life and Health Insurance Association Inc.

| 24 hour Emergency Assistance | Claims and Customer Service |
|---|--|
| <p>In a <i>Medical Emergency</i>, <i>You</i> must call <i>Our Administrator</i> immediately, or as soon as is reasonably possible. If not, benefits will be limited as described in Section 3, under “<i>Medical Emergency Insurance Limitations</i>.” Some expenses will only be covered if <i>Our Administrator</i> approves them in advance.</p> <p><i>You</i> can get help 24 hours a day, seven days a week by calling:</p> <ul style="list-style-type: none"> • from Canada or the U.S., toll-free, 1-800-359-6704; or • from other countries, 416-977-5040, collect. | <p>To request a claim form, cancel <i>Your</i> insurance or for general inquiries, call <i>Our Administrator</i> from 8 a.m. to 9 p.m. ET, Monday to Saturday, toll-free at 1-800-293-4941 or 416-977-2039</p> |

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Section 1: Summary of Per Trip Plan Benefits

For complete details of coverage, please refer to the applicable sections within this *Certificate*.

| Coverage | Maximum Benefit Payable (per Insured Person per Covered Trip) |
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| <i>Medical Emergency</i> Coverage and other benefits including: <ul style="list-style-type: none"> • <i>Hospital</i> benefit • <i>Physician's</i> bills • Diagnostic services • Ambulance • Medical appliances • Emergency return home | Up to \$5,000,000 |
| Private duty nursing | Up to \$5,000 |
| Accidental dental | Up to \$2,000 |
| <i>Bedside Companion</i> benefit | Round trip economy air fare and up to \$1,500 for meals and accommodation for a <i>Bedside Companion</i> . |
| Vehicle return | Up to \$1,000 |
| Return of deceased | Up to \$5,000 |

Section 2: Eligibility - Who Can Apply for Coverage?

Eligibility Requirements

You may apply for coverage if *You* are:

- at least 18 years old on the *Effective Date* of Your Per Trip Plan;
- a *Resident of Canada*; and
- covered under a *GHIP*; and
- a TD Bank Group customer, or the *Spouse* or *Dependent Child* of a TD Bank Group customer; and
- in Canada when *You* buy the coverage; and
- have answered medical questions to determine whether *You* are eligible for this coverage (when required as part of the application process); and
- not purchasing this coverage more than 240 days before *Your Effective Date*.

What coverage options are available?

There are three coverage options available under the Per Trip Plan: Single Coverage, Couple Coverage and Family Coverage.

1) Single Coverage

You may apply for coverage for Single Coverage yourself, or on behalf of *Your Dependent Child(ren)* who are travelling without either *You* or *Your Spouse* if:

- *You* specify in *Your Application* that the *Certificate* is to cover the *Dependent Child(ren)* instead of *You*; and
- *Your Dependent Child(ren)* meet(s) the Eligibility Requirements above, except that:
 - they do not have to be TD Bank Group customers; and
 - they may be under 18 years old.

2) Couple Coverage

You may apply for coverage under the Per Trip Plan on behalf of *Your Spouse* or a *Travelling Companion* under Couple Coverage if:

- *You* name *Your Spouse* or *Travelling Companion* in *Your Application*; and
- *You* and *Your Spouse* or *Travelling Companion* meet the Eligibility Requirements above, , except that:
 - they do not have to be a TD Bank Group customer; and
 - if *Your Travelling Companion* is *Your Dependent Child*, then he or she may be under 18 years of age.

3) Family Coverage

You may apply for coverage under the Per Trip Plan for *Your Spouse* and *Your Dependent Child(ren)* under Family Coverage if:

- You name *Your Spouse* and/or *Dependent Child(ren)* in *Your Application*; and
- they meet the Eligibility Requires above, except that:
 - they do not have to be TD Bank Group customers; and
 - *Your Dependent Child(ren)* is/are travelling with *You* or *Your Spouse*; and
 - *Your Dependent Child(ren)* may be under 18 years of age.

NOTE: Couple Coverage and Family Coverage are not available when a medical questionnaire is required as part of *Your* application process. To find out if a medical questionnaire is required, refer "When is a Medical Questionnaire Required?" below.

When is a Medical Questionnaire Required

In some cases, a person who wants to be insured will need to answer some medical questions to determine if insurance can be provided. A medical questionnaire will be required if the person to be insured is 55 years of age or older, and applying for the Per Trip Plan, or a top-up of the Per Trip Plan. In these cases, the premium for the coverage or top-up of coverage will be based on the answers to the medical questions. Some applicants may not qualify for coverage or for a top-up of coverage based on their responses to the medical questions.

How to apply for a top-up of *Our* coverage

If *You* already have TD Travel Medical Insurance coverage, *You* can apply to top-up the period of coverage, by contacting *Our Administrator* by telephone, if each *Insured Person* qualifies for coverage as described under Eligibility Requirements, except that:

- *You* do not have to be in Canada when *You* buy this top-up of coverage; and
- *You* can apply 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 top-up of coverage; and
 - *You* apply before 11:59 p.m. ET on the date on which the original coverage terminates; and
 - the duration of *Your Covered Trip* is from one (1) day, up to 212 days but not longer than the maximum number of days allowed under *Your GHIP* for travel outside of Canada; and
 - *You* pay the required premium for the top-up coverage.

Any top-up is subject to approval by *Our Administrator*.

How to apply for a top-up of another insurer's coverage

If *You* have another insurer's travel insurance, and wish to apply for *Our* top-up coverage, *You* can apply for *Our* Per-Trip Plan **before** *Your* departure from *Your* province or territory of residence, if:

- *You* meet the eligibility criteria under *Single Coverage*; and
- the duration of *Your Covered Trip* is from one (1) day, up to 212 days but not longer than the maximum number of days allowed under *Your GHIP* for travel outside of Canada; and
- *You* pay the required premium for the top-up coverage before *Your* departure.

The terms, conditions and exclusions of *Our Certificate* issued as top-up coverage apply to *You*.

Section 3: Medical Emergency Coverage

What to Do in a *Medical Emergency*

In a *Medical Emergency*, *You* must call *Our Administrator* immediately, or as soon as is reasonably possible. If not, benefits will be limited as described below under "*Medical Emergency* Insurance Limitations: 1. *Medical Emergency Treatment* requires pre-approval". Some expenses will only be covered if *Our Administrator* approves them in advance.

You can get help 24 hours a day, seven days a week by calling:

- from Canada or the U.S., toll-free, **1-800-359-6704**; or
- from other countries, **416-977-5040**, collect.

Our Administrator will verify whether coverage is in effect and, if so, will direct the *Insured Person* to the nearest appropriate medical facility. *Our Administrator* will arrange for direct payment to the medical services provider

wherever possible, and manage the *Medical Emergency* from the initial report through to its conclusion. If a direct payment cannot be arranged, the *Insured Person* may be asked to pay for services and then submit a claim for reimbursement of eligible expenses.

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

Medical Emergency Insurance Limitations

1. Medical Emergency Treatment requires pre-approval

You must notify *Our Administrator* before obtaining *Medical Emergency Treatment* so that *We* may:

- confirm coverage
- provide pre-approval of *Treatment*

If it is medically impossible for *You* to call prior to obtaining *Medical Emergency Treatment*, *We* ask *You* to call within 48 hours, or as soon as possible, or have someone call on *Your* behalf. Otherwise, if *You* do not call *Our Administrator* before *You* obtain *Medical Emergency Treatment*, *Your* Maximum Benefit Payable will be reduced to 80% of *Your* medical expenses covered under this insurance, to a maximum of \$30,000.

2. Failure to meet the requirement to be covered by a GHIP

You must be covered under the *GHIP* of *Your* province or territory of residence prior to and for the entire duration of the *Covered Trip*. It is *Your* responsibility to check that *You* do have this coverage. There is no coverage under this *Certificate* if *You* do not have a valid *GHIP*.

Medical Emergency Benefits

We will pay a *Medical Emergency* benefit for eligible *Medical Emergency* expenses if an *Insured Person* suffers a *Medical Emergency* during the *Medical Emergency Coverage Period* for a *Covered Trip*.

Eligible Medical Emergency expenses include:

Medical Emergency coverage up to \$5,000,000 per *Covered Trip*.

| | |
|-----------------------------|--|
| Hospital benefit | Attendance at a <i>Hospital</i> or appropriate medical facility for <i>Treatment</i> as an inpatient, outpatient, and emergency basis, when approved in advance by <i>Our Administrator</i> . |
| Physicians' bills | Fees charged by a <i>Physician</i> , when required as part of <i>Treatment</i> for a <i>Medical Emergency</i> , and approved in advance by <i>Our Administrator</i> . |
| Private duty nursing | Up to \$5,000 for services performed and supplies deemed necessary 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 <i>Physician</i> , and approved in advance by <i>Our Administrator</i> if the tests involve: <ul style="list-style-type: none"> • magnetic resonance imaging (MRI); or • computerized axial tomography (CAT) scans; or • sonograms; or • ultrasounds; or • any invasive diagnostic procedures, including angioplasty |
| Ambulance | Charges for emergency ambulance service to the nearest approved <i>Hospital</i> . |
| Air ambulance | Charges for emergency air ambulance only if <i>Our Administrator</i> determines that the <i>Insured Person's</i> physical condition precludes the use of any other means of transportation; and: <ul style="list-style-type: none"> • makes the determination before the service is provided; and • pre-approves the service; and • arranges for the service. |
| Prescriptions | Reimbursement of prescription drugs required as part of emergency <i>Treatment</i> while in <i>Hospital</i> . NOTE: Vitamins and patent, proprietary and experimental drugs are excluded. |

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| Professional Fees | <p>Up to a maximum of \$300 per profession for expenses incurred as a result of a covered <i>Medical Emergency</i> which requires <i>Treatment</i> by a licensed physiotherapist, chiropractor, chiropodist, podiatrist or osteopath, if:</p> <ul style="list-style-type: none"> • <i>Treatment</i> is required for the immediate relief of an acute symptom, and that, according to a <i>Physician</i>, cannot be delayed until <i>You</i> return to <i>Your</i> province or territory of residence; and • <i>Treatment</i> is ordered by a <i>Physician</i> during a <i>Covered Trip</i> and received by a licensed professional as described under this benefit. |
| Accidental dental | <p>Up to \$2,000 for dental <i>Treatment</i> that is:</p> <ul style="list-style-type: none"> • required during a <i>Medical Emergency Coverage Period</i>; and • necessary because of a blow to natural or permanently installed teeth which results from an accident causing a <i>Medical Emergency</i>. |
| Emergency relief of dental pain | <p><i>Treatment</i> for emergency relief of dental pain is covered up to a maximum of \$200.</p> |
| Medical appliances | <p>The cost of casts, crutches, trusses, braces, slings, splints, medical walking boots, and/or the rental cost of a wheelchair or walker, if:</p> <ul style="list-style-type: none"> • prescribed by a <i>Physician</i>; and • required because of a <i>Medical Emergency</i>. |
| Emergency return home | <p>The cost of a one-way economy fare and, if required to accommodate a stretcher, a second one-way economy fare, if:</p> <ul style="list-style-type: none"> • if as a result of a <i>Medical Emergency</i>, <i>Our Administrator</i> determines that an <i>Insured Person</i> should return to Canada; and • <i>Our Administrator</i> approves the transportation in advance. <p>NOTE: We will also pay the expenses for a qualified medical attendant to accompany <i>You</i> to <i>Your</i> province or territory of residence if recommended by the attending <i>Physician</i> during <i>Your Medical Emergency</i> and approval is granted by <i>Our Administrator</i> in advance.</p> |
| Bedside Companion benefit | <p>The cost of one round-trip economy airfare from <i>Your Bedside Companion's</i> province or territory of residence, and up to \$150 per day, to a maximum of \$1,500 for food and accommodation, if:</p> <ul style="list-style-type: none"> • <i>You</i> are <i>Hospitalized</i> because of a covered <i>Medical Emergency</i> and are expected to remain <i>Hospitalized</i> for at least three (3) consecutive days; and • <i>Our Administrator</i> approves this benefit in advance. |
| Travelling Companion benefit | <p>The cost of a single one-way economy airfare for a <i>Travelling Companion</i> to return to his or her place of departure, if:</p> <ul style="list-style-type: none"> • an <i>Insured Person</i> has a covered <i>Medical Emergency</i> that makes it necessary for the <i>Travelling Companion</i> to stay beyond their scheduled return date; and • <i>Our Administrator</i> approves the travel in advance. |
| Meals and accommodation | <ul style="list-style-type: none"> • up to \$350 per day to a maximum of \$3,500, for <i>Your</i> : <ul style="list-style-type: none"> - commercial accommodations and meals; and - essential telephone calls and internet usage fees; and - taxi fares (or rental car in lieu of taxi fares); • if, upon a <i>Physician's</i> discretion <i>You</i>, or <i>Your Travelling Companion</i>, are relocated to receive medical attention, for a <i>Medical Emergency Condition</i> covered under this insurance; or • <i>You</i> are delayed beyond <i>Your</i> return date in order to receive <i>Medical Emergency Treatment</i>; or • <i>Your Travelling Companion</i> requires <i>Medical Emergency Treatment</i> for any <i>Medical Condition</i> covered under this insurance. <p>NOTE: Subject to pre-authorization from <i>Our Administrator</i>.</p> |
| Incidental Hospital expenses | <p>Up to \$50 per day to a maximum of \$500, for <i>Your</i> incidental <i>Hospital</i> expenses (telephone calls, television rental, parking), while <i>You</i> are <i>Hospitalized</i> for at least 48 hours.</p> |

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| Return and escort of Dependent Children | <p>If <i>Dependent Children</i> are travelling with <i>You</i> or join <i>You</i> during <i>Your Covered Trip</i> and <i>You</i> are <i>Hospitalized</i> for more than 24 hours or <i>You</i> must return to <i>Your</i> province or territory of residence because of <i>Your Medical Emergency</i> covered under this insurance, this insurance covers:</p> <ul style="list-style-type: none"> the lesser of the cost of a one-way economy air fare on a commercial flight via the most cost effective route for the return of those <i>Dependent Children</i> to their province or territory of residence or the cost incurred to change the return date of existing air fare on a commercial flight; and the cost of a return economy air fare via the most cost effective route on a commercial flight for an escort, if the airline requires that the <i>Dependent Children</i> be escorted. |
| Vehicle return | <p>Up to \$1,000 toward the cost of returning an <i>Insured Person's</i> vehicle to his or her home or the nearest vehicle rental agency, if:</p> <ul style="list-style-type: none"> the <i>Insured Person</i> is unable to return the vehicle because of a <i>Medical Emergency</i>; and <i>Our Administrator</i> arranges for the return of the vehicle. |
| Return of deceased | <ul style="list-style-type: none"> up to \$5,000 toward the cost of preparation and transportation home of a deceased <i>Insured Person</i> if death results from a covered <i>Medical Emergency</i>; or the burial or the cremation of an <i>Insured Person's</i> remains where their death occurred; and one round-trip economy airfare, if: <ul style="list-style-type: none"> an <i>Immediate Family Member</i> is required to identify or obtain release of the deceased; and <i>Our Administrator</i> approves the transportation in advance. <p>NOTE: The cost of a burial casket or urn is not covered.</p> |

Section 4: Exclusions That Apply to All Benefits

Pre-Existing Condition Exclusion

Your Pre-Existing Condition exclusion is determined by the answers provided to *You* when *You* completed *Your Application* for insurance, and where applicable, the medical questionnaire (depending on *Your* age and trip duration). To be eligible for benefits under this *Certificate*, a *Pre-Existing Condition* must be *Stable* for a specified period of time before *Your Effective Date*. The following table explains which *Pre-Existing Condition* exclusion and stability period applies to *You*. Where applicable, refer to *Your Declaration of Coverage* to find *Your* rate category.

| Your Age | Rate Category | Pre-Existing Condition exclusion that applies to You: |
|---------------------|--------------------------|--|
| Under the age of 65 | No Rate Category | We will not pay for any <i>Medical Emergency</i> expenses or benefits incurred directly or indirectly as a result of <i>Your Medical Condition</i> or related condition (whether or not the diagnosis has been determined), if at any time in the 90 days before <i>You</i> depart on <i>Your Covered Trip</i> , <i>Your Medical Condition</i> or related condition has not been <i>Stable</i> , other than a <i>Minor Ailment</i> . |
| Age 65 and older | Rate Category A and B | We will not pay for any <i>Medical Emergency</i> expenses or benefits incurred directly or indirectly as a result of <i>Your Medical Condition</i> or related condition (whether or not the diagnosis has been determined), if at any time in the 90 days before <i>You</i> depart on <i>Your Covered Trip</i> , <i>Your Medical Condition</i> or related condition has not been <i>Stable</i> , other than a <i>Minor Ailment</i> . |
| | Rate Category C, D and E | We will not pay for any <i>Medical Emergency</i> expenses or benefits incurred directly or indirectly as a result of <i>Your Medical Condition</i> or related condition (whether or not the diagnosis has been determined), if at any time in the 180 days before <i>You</i> depart on <i>Your Covered Trip</i> , <i>Your Medical Condition</i> or related condition has not been <i>Stable</i> , other than a <i>Minor Ailment</i> . |

Medical Emergency Insurance Exclusions:

In addition to the exclusion outlined above, under "*Pre-Existing Condition* Exclusion," this *Certificate* does not cover any *Treatment*, services, or expenses of any kind caused directly or indirectly as a result of the following:

1. A child born during the Covered Trip

We will not pay any expenses or benefits with respect to *Your* child born during the *Covered Trip*.

2. Abuse of alcohol, drug, or intoxicants

We will not pay any expenses or benefits with respect to:

- any *Medical Condition*, including symptoms of withdrawal, arising from, or in any way related to, *Your* chronic use of alcohol, drugs or other intoxicants whether prior to or during *Your Covered Trip*; or
- any *Medical Condition* arising during *Your Covered Trip* from, or in any way related to, the abuse of alcohol, drugs or other intoxicants.

3. Claims related to expectant mother's complications of pregnancy, or delivery

We will not pay any expenses or benefits with respect to:

- routine pre-natal or post-natal care; or
- pregnancy, delivery or complications of either arising nine (9) weeks before the expected date of delivery or anytime after delivery.

4. Failure to transfer to an appropriate facility for Treatment

We 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* in consultation with the *Insured Person's* treating *Physician*. Refusal to comply with an arranged transfer will release *Us* from any liability to pay any expenses incurred after the scheduled transfer date.

5. Hazardous activities

We will not pay any expenses or benefits with respect to an accident that occurs while *You* are participating in:

- any non-standard sport or activity involving a high level of risk, such as those indicated below, but not limited to:
 - parasailing, hang-gliding and paragliding; or
 - parachuting and sky diving; or
 - bungee jumping; or
 - mountaineering; or
 - cave exploration; or
 - amateur scuba diving, unless *You* hold at least a basic scuba diving license from a certified school; or
 - any airborne activity in any aircraft other than a passenger aircraft that holds a valid certificate of airworthiness.

6. Illegal act

We will not pay any expenses or benefits related to *Your* commission or attempted commission of a criminal offence or illegal act, including driving while impaired or over the legal limit.

7. Inaccurate evidence of insurability

We will not pay any expenses or benefits with respect to *Your* failure to provide accurate and complete evidence of insurability as described under "*Your Obligations as an Insured Person*," in Section 5.

8. Intentional self-inflicted injury

We will not pay any expenses or benefits with respect to intentional self-inflicted injury, suicide or attempted suicide (whether or not the *Insured Person* is aware of the result of their actions), regardless of the *Insured Person's* state of mind.

9. Medical Emergency occurring outside the Coverage Period

We will not pay a benefit with respect to a *Medical Emergency* that occurs outside the *Coverage Period*.

For example, no benefit will be paid with respect to a *Medical Emergency* that occurs after 11:59 p.m. ET on the last day of the *Coverage Period*, if *You* have not purchased top-up coverage.

NOTE: The day of departure counts as a full day for this purpose.

10. Mental disorders

We will not pay any expenses or benefits with respect to any mental, nervous or emotional disorders, including any *Medical Emergency* arising from these disorders.

11. Misrepresentation

This policy is issued on the basis of information in *Your* application (including answers to the medical questionnaire, if required). When completing the application and answering the medical questions, *Your* answers must be complete and accurate. In the event of a claim, *We* will review *Your* medical history. If any of *Your* answers are found to be incomplete or inaccurate:

- *Your* coverage will be null and void
- *Your* claim will not be paid
- *We* will refund *Your* premium

12. Non-compliance with prescribed medical *Treatment*

We will not pay any expenses or benefits with respect to any *Medical Condition* that is the result of *You* not following medical *Treatment* as prescribed to *You*, including prescribed medication..

13. Non-emergency services

We will not pay expenses or benefits with respect to non-emergency, experimental or elective *Treatment* (e.g. cosmetic surgery, chronic care, rehabilitation including any expenses for directly or indirectly related complications).

14. Ongoing *Medical Emergency Treatment* (investigations, *Treatment* and surgery) requires pre-approval

After *Your Medical Emergency Treatment* has started, *Our Administrator* must assess and approve additional medical *Treatment*. If *You* undergo a medical investigation, obtain *Treatment* or surgery that is not pre-approved, expenses and benefits will not be paid under this *Certificate*. This includes invasive testing or surgery (e.g. cardiac catheterization, other cardiac procedures, transplant and MRI).

15. Payment of benefit prohibited by Canadian law

We will not pay a benefit where the payment of the benefit is prohibited by Canadian law or where Canada has signed a treaty or agreed to a sanction prohibiting such payment.

16. Professional sports or racing

We will not pay any expenses or benefits with respect to *Your* participation in professional sports or any organized racing or speed contests.

17. Recurrence or ongoing *Treatment* once *Medical Emergency* has ended

We will not pay any expenses or benefits relating to the continued *Treatment*, recurrence or complication of a *Medical Condition* or related condition, following *Medical Emergency Treatment* during *Your* trip, if *Our Administrator* determines that *Your Medical Emergency* has ended.

18. Travel advisories

We will not pay any expenses or benefits for *Your Medical Emergency* or related *Medical Condition*, if the reason for *Your Medical Emergency* or related *Medical Condition* is associated in any way with a written formal travel warning of 'Avoid all non-essential travel' or of 'Avoid all travel' issued before *Your Effective Date* by the Canadian Government, advising Canadians not to travel to the country, region or city of *Your* trip.

19. Travel against medical advice

We will not pay any expenses or benefits relating to a *Medical Condition* incurred after *Your Physician* advised *You* not to travel.

20. Travelling when *Treatment* could be expected

We will not pay any expenses or benefits relating to:

- any *Medical Condition* or related condition if any purpose of *Your* trip is to obtain or receive a diagnosis, medical *Treatment*, surgery, investigation, palliative care, alternative therapy, as well as any directly or indirectly-related complication; or
- any *Medical Condition* for which it was reasonable, prior to departure, to expect *Treatment* or *Hospitalization* during *Your* trip; or
- any symptoms evident that it would be reasonable to expect *You* to investigate in the three (3) months prior to *Your* departure on a *Covered Trip*.

21. War

We will not pay any expenses or benefits relating to a *Medical Condition* incurred as a result of:

- an act of war, whether declared or undeclared; or
- hostile or warlike action in time of peace or war; or
- insurrection; or
- a riot, civil disorder or civil war; or
- rebellion; or
- revolution; or
- hijacking.

Section 5: General Information about this Coverage

Your Obligations as an *Insured Person*

1. Failure to disclose impacts *Your* benefits

This *Certificate* is voidable by *Us* and no benefits will be paid if a person who applies to be insured and completes a medical questionnaire as part of the *Application*:

- fails to disclose all *Medical Conditions*, current medications, prescribed medications and periods of *Hospitalization* in response to the medical questions; or
- fails to fully, completely and accurately answer the medical questions.

This *Certificate* and all coverage hereunder is voidable by *Us* even if:

- the failure to disclose or misrepresentation relates only to the amount of premium that should have been paid; or
- any failure to disclose or misrepresentation does not relate to the cause of any claim.

NOTE: *We* may investigate the answers provided to the health questions in the *Application* at any time, including at the time of claim.

2. You must inform *Us* of any changes to *Your* health

If an *Insured Person* is required to complete a medical questionnaire, they must contact *Our Administrator* if their *Medical Condition* changes, and/or is not *Stable*, after enrollment and before the date of departure. If *You* are unsure if *You* should inform *Us* of *Your* change in health status, please contact *Our Administrator* for assistance. This *Certificate* is **voidable** by *Us* and no benefits will be payable under it, if the *Insured Person* fails to contact *Our Administrator* as required.

3. Amending or cancelling coverage based on a change in *Medical Condition*

Where medical evidence is required, *Our* decision as to whether, and on what basis, to insure a person depends on his or her condition on the date he or she leaves on the *Covered Trip*. Therefore, if the *Insured Person's Medical Condition* changes, and/or is not *Stable*, as described above under "You must inform *Us* of any changes to *Your* health", before the *Covered Trip* begins, *We* may:

- cancel the *Insured Person's* insurance for that *Covered Trip*; or
- request a higher premium for 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 refund any premiums that were paid for the cancelled coverage.

Medical Emergency Coverage Period

The *Medical Emergency Coverage Period* begins on the later of:

- the *Insured Person's* scheduled *Effective Date*, shown in the *Application* or most recent *Declaration of Coverage*; or
- when the *Insured Person* actually departs on the *Covered Trip*; and

ends on the earlier of:

- the *Insured Person's* scheduled return date, shown in the *Application* or most recent *Declaration of Coverage*; or
- the date the *Insured Person* actually returns to his or her province or territory of residence; or
- the date this *Certificate* terminates.

The *Medical Emergency Coverage Period* will not end if an *Insured Person* temporarily returns to his or her province or territory of residence before the termination date of *Your Certificate* as described below, under "When *Your Certificate* Terminates," provided that:

- the *Insured Person* has not incurred or submitted a claim under this *Certificate* or suffered a *Medical Emergency* during the *Covered Trip* or during his or her temporary return to his or her province or territory of residence; and
- there has been no change in any *Pre-Existing Condition* (as defined in Section 9: Definitions) during the *Covered Trip* or during the temporary return to the *Insured Person's* province or territory of residence; and
- the *Insured Person's Medical Condition* has remained *Stable* during his or her temporary return to his or her province or territory of residence; and
- the *Insured Person* was fit to resume travel on his or her *Covered Trip*.

Automatic Extension of Certificate in the Event of a Medical Emergency

If an *Insured Person* is suffering from a *Medical Emergency* on the date the *Medical Emergency Coverage Period* would end for any reason except cancellation of the *Certificate*, the *Medical Emergency Coverage Period* is automatically extended to 72 hours immediately following the end of the *Medical Emergency*:

- for that *Insured Person*; and
- for any other *Insured Person* if:
 - that other *Insured Person* has extended his or her trip past his or her scheduled return date because of the first *Insured Person's Medical Emergency*; and
 - *Our Administrator* has approved a *Travelling Companion* benefit for that other *Insured Person*.

When Your Certificate Terminates

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

- the scheduled return date shown in *Your Application* or, *Your* most recent *Declaration of Coverage*; or
- the date the last *Insured Person* returns to his or her province or territory of residence from the *Covered Trip*; or
- the date the last *Insured Person* is no longer eligible for coverage; or
- the date the last *Insured Person's* insurance is cancelled because of a change in *Medical Condition* before departing on the *Covered Trip*; or
- the date *Your* request to cancel *Your Certificate* is effective.

How to Contact Our Administrator

1. 24-hour Emergency Assistance Number

To report a *Medical Emergency*, or apply for a top-up of the Per Trip Plan for a *Covered Trip*, call *Our Administrator* 24 hours a day, seven days a week:

- from the U.S. or Canada, **1-800-359-6704**;
- from elsewhere, call collect, **416-977-5040**.

2. Customer Service

To get a claim form, cancel *Your* insurance or for general inquiries, call *Our Administrator* from 8 a.m. to 9 p.m. ET, Monday to Saturday, toll-free at **1-800-293-4941** or **416-977-2039** or mail *Your* request to:

Re: TD Insurance Travel Medical Insurance

Allianz Global Assistance

P.O. Box 277

Waterloo, Ontario N2J 4A4

Fax: 519-742-9471

Proof of Insurance

Your proof of insurance is in the form of the *Declaration of Coverage* document that is provided to *You* when *You* complete *Your Application* for coverage. If *You* do not receive *Your* proof of insurance before *You* depart on *Your Covered Trip*, *You* must contact *Our Administrator* immediately.

You will have coverage once *You* complete all the following steps:

- applicants meet the Eligibility Requirements for insurance under Section 2: Eligibility – Who Can Apply for Coverage; and
- apply for insurance; and
- if required, *You* provide *Us* with accurate and complete evidence of insurance. See "When Is a Medical Questionnaire Required," in Section 2, and "*Your Obligations as an Insured Person*" in Section 5; and
- pay the required premium.

Once this is complete, *You* will receive Proof of Insurance.

Section 6: How to Make a Claim

IMPORTANT NOTE: You must report Your claim and provide supporting documentation to Our Administrator as soon as possible, but no later than one (1) year after the date it occurred.

Medical Emergency Claim

A Medical Emergency should always be reported immediately, as described in Section 3 under "What to Do in a Medical Emergency," or benefits will be limited.

To make an *Emergency Medical* claim, as part of the requirements under Section 8: General Conditions, under "Proof of loss and timely reporting," We will need documentation to substantiate the claim, including but not limited to the following:

- proof of payment by You and by any other benefit plan; and
- the original itemized receipts for all bills and invoices; and
- proof of travel (including departure and return dates); and
- medical records including complete diagnosis by the attending *Physician* or documentation by the *Hospital*, which must support that the *Treatment* was medically necessary; and
- proof of the accident if You are submitting a claim for dental expenses resulting from a *Medical Emergency*; and
- Your historical medical records (if We determine applicable).

If You Report the Claim Immediately

If Our Administrator guarantees or pays eligible expenses on behalf of an *Insured Person*, then You and, if applicable, the *Insured Person* must sign an authorization form allowing Our Administrator to recover those expenses:

- from the *Insured Person's* GHIP; and
- from any health plan or other insurance; and
- through rights You may have against other insurers or other parties (see Section 8: General Conditions, under "Subrogation").

If Our Administrator pays eligible expenses that are covered under other insurance or another plan, You and the *Insured Person* (if applicable) must help Our Administrator to seek reimbursement as required.

The *Insured Person* must also provide evidence of the actual departure date from his or her province or territory of residence. If requested, an *Insured Person* must confirm any return dates to his or her province or territory of residence, including any return dates related to an interruption in a *Covered Trip*.

NOTE: If Our Administrator makes an advance payment for expenses that are later discovered to be ineligible under this *Certificate*, the *Insured Person* must reimburse Us.

If You Do Not Report the Claim Immediately

In a *Medical Emergency*, You must call Our Administrator immediately, or as soon as is reasonably possible. If not, benefits will be limited as described under "*Medical Emergency Insurance Limitations*" in Section 3. If an *Insured Person* incurs eligible *Medical Emergency* expenses without first contacting Our Administrator for assistance and claim management, he or she must first submit receipts and other proof to:

- GHIP; and
- then to any group or individual health plan(s) and/or insurer(s).

Eligible *Medical Emergency* expenses not covered by a GHIP or other plan or insurance must be submitted to Our Administrator with proof of claim, receipts and payment statements. Refer to Section 5 under "How to Contact Our Administrator," for information on how to get a claim form.

The *Insured Person* must also provide proof of the actual departure date from his or her province or territory of residence. Proof includes, but is not limited to, a flight itinerary, gas receipts or toll-road receipts.

Section 7: Premiums and Cancellation of Coverage

Premiums

If *You* are required to complete the medical questionnaire as part of *Your Application*, *Your* premiums will be based on *Your* answers to the questions asked, and on the duration of *Your Covered Trip*.

Otherwise, premiums will be based on:

- the age of the oldest person to be insured under *Your Certificate* as of the *Effective Date of Your Certificate*;
- *Our* pricing that is in effect at the time of *Your Application*;
- the duration of *Your Covered Trip*; and
- *Your* coverage type (Single, Couple, Family).

The minimum premium for a top-up of coverage to the Per Trip Plan is \$15.

If *You* cancel *Your* insurance, some or all of *Your* premiums may be refunded, as described below.

NOTE: Please note that premium rates can be changed without notice.

Cancelling *Your* Per Trip Plan

All requests for cancellation of the Per Trip Plan must be made to *Our Administrator*, in writing or by phone (see "How to Contact *Our Administrator*," in Section 5). The following table explains how and when cancellations may take place.

- **by phone** – cancellation will be effective on the date of *Your* call; or
- **by written, mailed request** – cancellation will be effective on the post-marked date of *Your* request.

| When Can <i>You</i> Cancel | Premium Refund/Fees |
|--|--|
| Before the departure date on <i>Your Application</i> or <i>Declaration of Coverage</i> . | Full refund |
| After the departure date on <i>Your Application</i> or <i>Declaration of Coverage</i> and no claim has been opened. | Pro-rated refund less a \$15 administrative fee. |

Section 8: General Conditions

Unless this *Certificate* or the *Group Policy* states otherwise, the following conditions apply to *Your* coverage.

Access to medical care

TD Life, TD Bank Group, *Our Administrator* 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*.

Benefit payments

This policy contains provisions removing or restricting the right of the *Insured Person* to designate persons to whom or for whose benefit money is to be payable. This means that under the *Group Policy*, neither *You* nor any *Insured Person* has the right to choose a beneficiary who will receive any benefits payable under this *Certificate*. Benefits are payable to *You* or, on *Your* behalf, to *Your* medical service provider.

Coordination of benefits with other insurance

- All of *Our* policies 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 *Insured Person* is also insured under any other insurance certificate or policy, *We* will coordinate payment of benefits with the other insurer.
- In no case will *We* seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less. If the lifetime maximum for all in-country and out-of-country benefits is over \$50,000, *We* will coordinate benefits only above this amount.

Currency

All amounts shown are in Canadian currency.

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 and upon request, *You* are entitled to receive and examine a copy of the *Group Policy*.

Legal Action Limitation Period

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), 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*.

Misrepresentation of facts other than *Your* health/medical information

We will not pay any expenses or benefits if *You*, any person insured under this *Certificate* or anyone acting on *Your* behalf attempt to deceive *Us* or makes a fraudulent, false or exaggerated claim.

Proof of loss and timely reporting

If *You* are making a claim, *You* must complete and send *Our Administrator* the appropriate claim forms, together with written proof of loss (e.g., original invoices and tickets, medical and/or death certificates as described in Section 6: How to Make a Claim) as soon as possible. In every case, *You* must report *Your* claim within one (1) year from the date of the accident or the date the claim arises.

Relationship between *Us* and the Group Policyholder

TD Life Insurance Company is affiliated with The Toronto-Dominion Bank ("TD Bank").

Review and medical examination

When a claim is being processed, *We* will have the right and the 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

There may be circumstances where another person or entity should have paid *You* for a loss but instead *We* paid *You* for the loss. If this occurs, *You* agree to co-operate with *Us* so *We* may demand payment from the person or entity who should have paid *You* for the loss. This may include:

- transferring to *Us* the debt or obligation owing to *You* from the other person or entity; or
- permitting *Us* to bring a lawsuit in *Your* name; or
- if *You* receive funds from the other person or entity, *You* will hold it in trust for *Us*; or
- acting so as not to prejudice any of *Our* rights to collect payment from the other person or entity.

We will pay the costs for the actions *We* take.

Section 9: Definitions

In this *Certificate*, the following words and phrases shown in italics 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.

| | |
|--|--|
| Administrator | Means the company <i>We</i> select to provide medical and claims assistance, claims payment, administrative and adjudication services under the <i>Group Policy</i> . |
| Application | Means the series of questions that form <i>Your</i> application and are submitted: <ul style="list-style-type: none"> • on <i>Your</i> behalf when <i>You</i> apply by telephone; or • when <i>You</i> apply online; and • the series of medical questions that form part of <i>Your Application</i> if <i>You</i> apply online or by telephone and <i>Your</i> answers to those questions. <p>The <i>Application</i> which is used to determine <i>Your</i> eligibility for insurance, also includes the questions asked and answers given in connection with requests to top-up a <i>Coverage Period</i>. The <i>Application</i> forms part of <i>Your</i> insurance contract and is used to process <i>Your</i> request for insurance.</p> |
| Bedside Companion | Means a person of <i>Your</i> choice who is required at <i>Your</i> bedside while <i>You</i> are <i>Hospitalized</i> during <i>Your</i> trip. |
| Certificate | Means this Certificate of Insurance. |
| Certificate Holder | Means the TD Bank Group customer who has applied, and has been accepted for coverage under the Per Trip Plan. |
| Coverage Period | Means the time between the <i>Effective Date</i> of <i>Your Certificate</i> and the return date indicated in <i>Your Application</i> or most recent <i>Declaration of Coverage</i> . In the event of a <i>Medical Emergency</i> , <i>Your Coverage Period</i> will be extended up to 72 hours immediately following the end of the <i>Medical Emergency</i> . |
| Covered Trip | Means a trip: <ul style="list-style-type: none"> • made by an <i>Insured Person</i> outside the <i>Insured Person's</i> province or territory of residence; and • that begins on the <i>Effective Date</i> of <i>Your Certificate</i> and ends on the return date shown in the <i>Application</i> or, <i>Your</i> most recent <i>Declaration of Coverage</i>; and • is not longer than the maximum number of days allowed under <i>Your GHIP</i> for travel outside of Canada. |
| Declaration of Coverage | Means the document <i>You</i> receive when <i>You</i> apply for new or additional coverage under the <i>Group Policy</i> , which includes <i>Your Certificate</i> number and confirms the coverage <i>You</i> have purchased. |
| Dependent Child(ren) | Means <i>Your</i> natural, adopted, or step-children who are: <ul style="list-style-type: none"> • unmarried; and • dependent on <i>You</i> for financial maintenance and support; and <ul style="list-style-type: none"> - under 22 years of age, or - under 26 years of age and attending an institution of higher learning, full-time, in Canada; or - mentally or physically handicapped. <p>NOTE: A <i>Dependent Child</i> does not include a child born while the child's mother is outside her province or territory of residence during the <i>Covered Trip</i>, and as such, the child will not be insured with respect to that trip.</p> |
| Effective Date | Means the date <i>Your Certificate</i> takes effect and is the scheduled departure date shown in <i>Your Application</i> or <i>Your</i> most recent <i>Declaration of Coverage</i> . |
| GHIP ("Government Health Insurance Plan") | Means a Canadian provincial or territorial government health insurance plan. |

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| Group Policy | Means the Group Policy No. TI002 issued by <i>Us</i> to The Toronto-Dominion Bank. |
| Hospital | Means: <ul style="list-style-type: none"> • An institution that is licensed as an accredited hospital, and is staffed and operated for the care and treatment of in-patients and out-patients. <i>Treatment</i> must be supervised by <i>Physicians</i> and there must be registered nurses on duty 24 hours a day. A laboratory and an operating room must also exist on the premises or in facilities controlled by the establishment. • A hospital is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa. |
| Hospitalized, or Hospitalization | Means to be an inpatient in a <i>Hospital</i> . |
| Immediate Family Member | Means an <i>Insured Person's</i> : <ul style="list-style-type: none"> • <i>Spouse</i>, parents, step-parent, grandparents, natural or adopted children, step-children or legal ward, grandchildren, brothers, sisters, step-brothers, step-sisters, aunts, uncles, nieces, nephews; and • mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law; and • the <i>Insured Person's Spouse's</i> grandparents, brothers-in-law and sisters-in-law. |
| Insured Person | Means a person: <ul style="list-style-type: none"> • who is eligible to be insured under this <i>Certificate</i>; and • who was named in the <i>Application</i>; and • for whom the required premium has been paid; and • on whom insurance has been issued under the <i>Certificate</i>. |
| Medical Condition | Means any injury, illness, or disease; complication of pregnancy within the first thirty-one (31) weeks of pregnancy; a mental or emotional disorder, including acute psychosis that requires admission to a <i>Hospital</i> . |
| Medical Emergency | Means a sudden and unforeseen sickness or injury that requires immediate <i>Treatment</i> . A <i>Medical Emergency</i> no longer exists when the evidence reviewed by <i>Our Administrator</i> indicates that no further <i>Treatment</i> is required at destination or <i>You</i> are able to return to <i>Your</i> province/territory of residence for further <i>Treatment</i> . |
| Minor Ailment | Means any sickness or injury which does not require: <ul style="list-style-type: none"> • the use of medication for a period greater than fifteen (15) days; or • more than one (1) follow up visit to a <i>Physician</i>, <i>Hospitalization</i>, surgical intervention, or referral to a specialist; or • which ends at least fourteen (14) consecutive days prior to the departure date of the trip. <p>NOTE: A chronic condition or complications of a chronic condition are not considered a <i>Minor Ailment</i>.</p> |
| Physician | Means a medical doctor licensed to prescribe and administer medical <i>Treatment</i> where the medical services are provided and who is not <i>You</i> or <i>Your Immediate Family Member</i> or <i>Your Travelling Companion</i> . |
| Pre-Existing Condition | Means any <i>Medical Condition</i> , that exists prior to <i>Your Effective Date</i> . |
| Reasonable and Customary Charges | Means charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographical area. |
| Resident of Canada and/or Canadian Resident | Is any person who: <ul style="list-style-type: none"> • has lived in Canada for a total of 183 days within the last year (the 183 days do not have to be consecutive); or • is a member of the Canadian Forces. |

| | |
|------------------------------|--|
| Spouse | Means: <ul style="list-style-type: none"> • the person who the <i>Insured Person</i> is legally married to; or • the person the <i>Insured Person</i> has lived with for at least one (1) year and publicly refers to as his or her domestic partner. |
| Stable | Means that for any <i>Medical Condition</i> or related condition, other than a <i>Minor Ailment</i> , for which there have been: <ul style="list-style-type: none"> • No new symptoms, or more frequent or severe symptoms; or • No new test results showing a deterioration; or • No <i>Hospitalizations</i>; or • No new <i>Treatment</i>, no new medical management, no new prescribed medication; or • No change in <i>Treatment</i>, no change in medical management, no change in prescribed medication; or • No pending surgery, referrals to a specialist, or other <i>Treatment</i>. NOTE: The following exceptions are considered <i>Stable</i> : <ul style="list-style-type: none"> - the routine adjustment of Coumadin, warfarin or insulin (as long as they are not newly prescribed or stopped) and there has been no change in <i>Your Medical Condition</i>; or - a change from a brand name medication to a generic brand medication of the same dosage. |
| Travelling Companion | Means any person who travels with <i>You</i> during the <i>Covered Trip</i> and who is sharing transportation and/or accommodation with <i>You</i> (to a maximum of three people including <i>You</i>). |
| Treatment, or Treated | Means a procedure prescribed, performed or recommended by a <i>Physician</i> or other authorized healthcare professional for a <i>Medical Condition</i> . Treatment includes but is not limited to prescribed medication, investigative testing and surgery. |
| You, Your and Yours | Mean the person(s) named as the <i>Insured Person(s)</i> on <i>Your</i> most recent <i>Declaration of Coverage</i> , for which insurance coverage was applied and the appropriate premium has been received by <i>Us</i> . |
| We, Us, Our and Ours | Mean TD Life Insurance Company. |

This is the end of *Your* Certificate of Insurance.

Travel Medical Insurance Privacy Agreement

In this Agreement, the words “*you*” and “*your*” mean any person, or that person’s authorized representative, who has requested from us, or offered to provide a guarantee for, any product, service or account offered by us in Canada. The words “*we*”, “*us*” and “*our*” mean TD Bank Group (“TD”). TD includes The Toronto-Dominion Bank and its world-wide 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 TD, including through the products and services you use.

You acknowledge, authorize and agree as follows:

COLLECTING AND USING YOUR INFORMATION

At the time you request to 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, contact information, date of birth, occupation and other identification
- records that reflect your dealings with and through us
- your preferences and activities.

This Information may be collected from you and from sources within or outside TD, including from:

- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- other financial or lending institutions
- organizations with whom you make arrangements, other service providers or agents, including payment card networks
- references or other information you have provided
- persons authorized to act on your behalf under a power of attorney or other legal authority
- your interactions with us, including in person, over the phone, at the ATM, on your mobile device or through email or the Internet
- records that reflect your dealings with and through us

You authorize the collection of Information from these sources and, if applicable, you authorize these 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 and information related to the products, accounts and services you hold with us
- analyze your needs and activities to help us serve you better and develop new products and services
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with you
- help us collect a debt or enforce an obligation owed to us by 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, or 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
- to payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you

- on the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death
- when we buy a business or sell all or part of our business or when considering those transactions
- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law.

SHARING INFORMATION WITHIN TD

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

- to manage your total relationship within TD, including servicing your accounts and maintaining consistent Information about you
- to manage and assess our risks and operations, including to collect a debt owed to us by you.
- to comply with legal or regulatory requirements.

You may not withdraw your consent for these purposes.

Within TD we may also share Information world-wide, other than health-related Information, to allow other businesses within TD to tell you about products and services. In order to understand how we use your Information for marketing purposes and how you can withdraw your consent, refer to the Marketing Purposes section below.

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, it is your option to provide it. 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 Reporting Agencies and Other Lenders – For a credit card, line of credit, loan, mortgage or other credit facility, merchant services, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with 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, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks.

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 and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca. Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

Fraud - In order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, we may collect from, use and disclose your Information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions. For these purposes, your Information may be pooled with data belonging to other individuals and subject to data analytics.

Insurance – This section applies if you are applying for, requesting prescreening for, modifying or making a claim under, or have included with your product, service or account, an insurance product that we insure, reinsure, administer or sell. We may, collect, use, disclose and retain your Information, including health-related Information. We may collect this Information from you or any health care professional, medically-related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada, with knowledge of your Information.

With regard to life and health insurance, we may also obtain a personal investigation report prepared in connection with verifying and/or authenticating the information you provide in your application or as part of the claims process.

With regard to home and auto insurance, we may also obtain Information about you from credit reporting agencies at the time of, and during the application process and on an ongoing basis to verify your creditworthiness, perform a risk analysis and determine your premium.

We may use your Information to:

- determine your eligibility for insurance coverage
- administer your insurance and our relationship with you

- determine your insurance premium
- investigate and adjudicate your claims
- help manage and assess our risks and operations.

We may share your Information with any health-care professional, medically-related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada, 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 TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including 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:

- tell you about other products and services that may be of interest to you, including those offered by other businesses within TD and third parties we select
- determine your eligibility to participate in contests, surveys or promotions
- conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services
- contact you by telephone, fax, text messaging, or other electronic means and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, 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, text message, ATM, 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 and Internet discussions – When speaking with one of our telephone service representatives, internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

MORE INFORMATION

This Agreement must be read together with our Privacy Code which includes our [Online Privacy Code](#) and our [Mobile Apps Privacy Code](#). You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Agreement and our privacy practices, visit 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. We will post the revised Agreement and Privacy Code on our website listed above. We may also make them available at our 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 1-800-293-4941. Please read our Privacy Code for further details about your opt-out choices.

Complaint-Handling Process for TD Life Insurance Company

At TD Insurance we are committed to providing you with the best customer experience we can. Your confidence and trust are extremely important to us. If you have a concern about TD Insurance or the service you have received we want to work with you to resolve it as efficiently as possible. If a problem cannot be resolved immediately, the following steps are taken to ensure it is fixed as quickly and fairly as possible:

Step 1: Contact Our Administrator

If you are not satisfied with the outcome of your claim, you may appeal the decision by contacting our administrator by phone, mail, or email using the contact information provided below:

Allianz Global Assistance
Attention: Appeals Department
4273 King Street East
Kitchener, ON, Canada N2P 2E9
Phone: 1-800-293-4941
Email: appeals@allianz-assistance.ca

Step 2: Problem is referred to TD Insurance Customer Care

If you are not satisfied with the solution offered in Step 1, the problem will be escalated to the TD Insurance Customer Care Department. At this level a TD Insurance Customer Care Manager will work with you to understand the problem. The TD Insurance Customer Care Manager will provide you with the decision on the matter. You may contact the TD Insurance Customer Care Department directly by phone, mail or email using the contact information provided below:

TD Insurance Customer Care Department
320 Front Street West, 3rd Floor
PO Box 1
TD Centre
Toronto, Ontario M5K 1A2
Phone: 1-877-734-1288
Email: tdinscc@TD.COM

Please be sure to include your full name, address, telephone number, policy and/or claim number in all inquiries.

Step 3 – Contact the TD Insurance Ombudsman

If your problem or concern remains unresolved after you have followed Steps 1 and 2, you may contact the TD Insurance Ombudsman. The TD Insurance Ombudsman is dedicated to resolving disputes fairly and professionally. If the TD Insurance Ombudsman determines that your concern has not been addressed by a TD Insurance Customer Care Manager as outlined in Step 2, the TD Insurance Ombudsman may direct your problem to the appropriate business area for investigation and response. Within five days of receiving your enquiry, the TD Insurance Ombudsman will write or call to advise you if and where your problem has been redirected, whether it has been resolved, or in more complex cases, what further steps are being taken and when you can expect a resolution. You may contact the TD Insurance Ombudsman by:

TD Ombudsman
P.O. Box 1
Toronto-Dominion Centre
Toronto, Ontario M5K 1A2
Phone: 416-982-4884 or 1-888-361-0319 (toll free)
Fax: 416-983-3460 or 1-866-891-2410 (toll free)
Email: td.ombudsman@td.com.

Please be sure to include your full name, address, telephone number, policy and/or claim number in all inquiries.

Step 4 – If your problem or concern remains unsatisfied after you have received the ombudsman's final position letter you may contact the appropriate OmbudService:

Contact for home and auto complaints:
General Insurance OmbudService (GIO)
10 Milner Business Court, Suite 701

Toronto, Ontario M1B 3C6
Phone: 416-299-6931 or 1-877-225-0446 (toll free)
Fax: 416-299-4261
Website: www.giocanada.org

Contact for life and health complaints:
OmbudService for Life & Health Insurance (OLHI)
Toronto
401 Bay Street, Suite 1507
P.O. Box 7
Toronto, Ontario M5H 2Y4
Phone: 416-777-9002 or 1-888-295-8112 (toll free)
Fax: 416-777-9750
Website: www.olhi.ca

Financial Consumer Agency of Canada
The Financial Consumer Agency of Canada (FCAC) supervises federally regulated financial institutions to ensure that they comply with federal consumer protection laws.

The FCAC also helps educate consumers, and monitors industry codes of conduct and public commitments designed to protect the interests of consumers. At TD Insurance, we comply with consumer laws that protect you in various ways. For example, we will provide you with information about our complaint-handling procedures. We also comply with the CBA Code of Conduct for Authorized Insurance Activities.

If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you can contact the FCAC in writing at:

Financial Consumer Agency of Canada
Enterprise Building, 6th Floor
427 Laurier Avenue West
Ottawa, Ontario
K1R 1B9

The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232).

For more information about the FCAC, please visit www.fcac-acfc.gc.ca Please note: The FCAC does not become involved in matters of redress or compensation – all requests for redress from TD Insurance must follow the problem resolution process available in this site.



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