

TD Insurance Travel Medical Insurance Per Trip Plan Certificate of Insurance

Issued by: TD Life Insurance Company ("TD Life") under Group Policy Number Tl002 (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

You have purchased travel insurance coverage – what's next? We want You to understand (and it is in Your best interests to know) what Your coverage includes, what it excludes, and what is limited (payable but with limits). Please take time to read through Your Certificate before You travel. Italicized and capitalized terms are defined in Your Certificate.

- Travel insurance covers claims arising from sudden and unexpected situations (e.g. accidents and emergencies).
- To qualify for this insurance, You must meet all the eligibility requirements.
- This insurance contains limitations and exclusions (e.g. *Medical Conditions* that are not *Stable*, pregnancy, child born on trip, excessive use of alcohol, high risk activities, etc.).
- This insurance may not cover claims related to *Pre-Existing Medical Conditions* whether disclosed or not at time of purchase.
- Contact Our Administrator at 416-977-5040 (collect) before seeking Treatment or Your benefits may be limited or denied.
- 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, Your insurance plan will be voidable.

IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. Please read Your Certificate for specific coverage, details, limitations and exclusions.

IF YOU HAVE QUESTIONS, CALL 1-800-293-4941, or visit www.td.com/safetravels

24 hour Emergency Assistance	Claims and Customer Service
In a Medical Emergency, You must call Our Administrator immediately, or as soon as reasonably possible. If not, benefits will be limited as described in Section 6, under "Medical Emergency Insurance Limitations and Exclusions." Some expenses will only be covered if Our Administrator approves them in advance.	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
 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. 	

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Coverage under this <i>Certificate</i> is provided by:	Administration and adjudication services are provided by:
TD Life Insurance Company (Insurer) P.O. Box 1 TD Centre Toronto, Ontario M5K 1A2	Allianz Global Assistance (Administrator) P.O. Box 277 Waterloo, Ontario N2J 4A4 Phone: 1-800-293-4941 or 416-977-2039

Section 1: Introduction

Certificate of Insurance

Your Certificate of Insurance is part of Your contract and indicates the coverages and insurance to the contract. You have the coverage(s) only if it was purchased.

How to contact Us

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

- Prior to travel:
 - You can get help 24 hours a day, seven days a week
- When travelling and *You* require emergency healthcare:
 - 24-hour Emergency Assistance:

In a *Medical Emergency*, *You* must call *Our Administrator* immediately, or as soon as reasonably possible. If not, benefits will be limited as described in Section 6: Limitations and Exclusions That Apply to All Benefits, under "*Medical Emergency* Insurance Limitations." Some expenses will only be covered if *Our Administrator* approves them in advance.

Section 2: Eligibility

Eligibility Requirements

You may apply for coverage if You:

- are at least 18 years old on the Effective Date of Your Per Trip Plan; and
- are a Resident of Canada: and
- are covered under a *GHIP* or a valid health care plan in Canada for members of the Canadian Armed Forces and their *Immediate Family Members*; and
- are a TD Bank Group customer, or the Spouse or Dependent Child of a TD Bank Group customer; and
- are 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
- are purchasing this coverage within 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 Single Coverage for 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 Requirements 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 to "When is a Medical Questionnaire Required" below.

When is a Medical Questionnaire Required

A medical questionnaire will be required to be completed if applying for the Per Trip Plan or a top-up of the Per Trip Plan if *You* are:

- 60 to 64 years of age for a Covered Trip of 30 days or longer; or
- 65 years of age and older.

If a medical questionnaire is required, 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.

Section 3: 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)
Medical Emergency Coverage and other benefits including:	Up to \$5,000,000
Hospital benefit	
• Physician's bills	
Diagnostic services	
Ambulance	
Medical appliances	
Emergency return home	
Private duty nursing	Up to \$5,000
Professional fees (Physiotherapist,	Up to \$300 per profession
Chiropractor, etc.)	
Accidental dental	Up to \$2,000
Bedside Companion benefit	Round trip economy air fare and up to \$1,500 for meals and accommodation for a <i>Bedside Companion</i> .
Travelling Companion benefit	One-way economy air fare
Meals and accommodation	Up to \$3,500
Incidental Hospital expenses	Up to \$500
Return and escort of Dependent Children	One-way economy air fare and escort if required by airline
Pet return	Up to \$500
Vehicle return	Up to \$2,000
Return of deceased	Up to \$10,000

Section 4: Definitions

Italicized and capitalized terms are defined. As *You* read through the *Certificate*, please refer to Definitions on page 17 to ensure *You* have a full understanding of *Your* coverage, limitations and exclusions.

Section 5: Description of Insurance Coverage

Travel Medical Emergency Coverage

Travel *Medical Emergency* coverage provides benefits to travellers in emergency medical situations outside of home province/territory/country.

What to do in a Medical Emergency

In a *Medical Emergency*, *You* must call *Our Administrator* immediately, or as soon as reasonably possible. If not, benefits will be limited as described below under Section 6: 2a) *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 will direct *You* 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, *You* 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*.

When does Your Coverage Start and End

Refer to Section 7, "When does *Your* Coverage Start and End" for when *Your* coverage starts, and Section 7, "When *Your Certificate* Terminates" for when *Your* coverage ends.

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: • 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 Hospital.

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: • makes the determination before the service is provided; and • pre-approves the service; and • arranges for the service.
Prescription Drugs	Reimbursement of prescription drugs prescribed during the <i>Covered Trip</i> required as part of emergency <i>Treatment</i> . NOTE: Vitamins and patent, proprietary and experimental drugs are excluded.
Professional Fees	 Up to a maximum of \$300 per profession for expenses incurred as a result of a covered Medical Emergency which requires Treatment by a licensed physiotherapist, chiropractor, chiropodist, podiatrist or osteopath, if: Treatment is required for the immediate relief of an acute symptom, and that, according to a Physician, cannot be delayed until You return to Your province or territory of residence; and Treatment is ordered by a Physician during a Covered Trip and received by a licensed professional as described under this benefit.
Accidental dental	 Up to \$2,000 for dental <i>Treatment</i> that is: 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	Treatment for emergency relief of dental pain is covered up to a maximum of \$200.
Medical appliances	The cost of casts, crutches, trusses, braces, slings, splints, medical walking boots, and/or the rental cost of a wheelchair or walker, if: • prescribed by a <i>Physician</i> ; and • required because of a <i>Medical Emergency</i> .
Emergency return home	 The cost of a one-way economy fare and, if required to accommodate a stretcher, a second one-way economy fare, 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. 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.
Bedside Companion benefit	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: • <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	 The cost of a single one-way economy airfare for one (1) <i>Travelling Companion</i> to return to his or her place of departure, if: an <i>Insured Person</i> has a covered <i>Medical Emergency</i> that makes it necessary for the <i>Travelling Companion</i> to return; and Our Administrator approves the travel in advance.

Meals and • up to \$350 per day to a maximum of \$3,500, for Your. accommodation - 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 Physician's discretion You, or Your Travelling Companion, are relocated to receive medical attention, for a Medical Emergency covered under this insurance; or You are delayed beyond Your return date in order to receive Medical Emergency Treatment: or Your Travelling Companion requires Medical Emergency Treatment for any Medical Condition covered under this insurance. NOTE: Subject to pre-authorization from *Our Administrator*. Incidental Hospital Up to \$50 per day to a maximum of \$500, for Your incidental Hospital expenses (telephone calls, television rental, parking), while You are Hospitalized for at least expenses 48 hours. Return and escort of If Dependent Children are travelling with You or join You during Your Covered Trip and Dependent Children You are Hospitalized for more than 24 hours or You must return to Your province or territory of residence because of Your Medical Emergency covered under this insurance. this insurance covers: 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 Dependent Children 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 Dependent Children be escorted. Cost of one-way transportation up to a maximum of \$500 to return Your domestic dog(s) Pet return or cat(s) to Your province or territory of residence, if: Your domestic dog(s) or cat(s) travel with You during Your Covered Trip and You must return to Your province or territory of residence because of Your Medical Emergency covered under this insurance, and Our Administrator approves this benefit in advance. Vehicle return Up to \$2,000 toward the cost of returning an *Insured Person's* vehicle to his or her home or the nearest vehicle rental agency, if: the Insured Person is unable to return the vehicle because of a Medical Emergency; and • Our Administrator arranges for the return of the vehicle. Return of deceased • up to \$10,000 toward the cost of preparation and transportation home of a deceased Insured Person if death results from a covered Medical Emergency; or • the burial or the cremation of an *Insured Person*'s remains where their death occurred; and • one round-trip economy airfare, if: - an Immediate Family Member is required to identify or obtain release of the deceased: and - Our Administrator approves the transportation in advance. NOTE: The cost of a burial casket or urn is not covered. The cost of funeral expenses at home province or territory is also not covered.

Section 6: Limitations and Exclusions That Apply to All Benefits

Pre-Existing Medical Condition Exclusion

Your Pre-Existing Medical Condition exclusion is determined by the answers provided by 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 Medical Condition must be Stable for a specified period of time before Your Effective Date. The following table explains which Pre-Existing Medical 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 Medical Condition exclusion that applies to You:
Age 59 arAge 60 to Covered 29 days of	64 for a	No Rate Category	We will not pay for any Medical Emergency expenses or benefits incurred directly or indirectly as a result of Your Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time in the 90 days before You depart on Your Covered Trip, Your Medical Condition or related condition has not been Stable, other than a Minor Ailment.
 Age 60 to 64 for a Covered Trip of 30 days or longer; Age 65 and older for all Covered 	Rate Category A and B	We will not pay for any Medical Emergency expenses or benefits incurred directly or indirectly as a result of Your Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time in the 90 days before You depart on Your Covered Trip, Your Medical Condition or related condition has not been Stable, other than a Minor Ailment.	
<i>Trip</i> durati	<i>rip</i> durations	Rate Category C, D and E	We will not pay for any Medical Emergency expenses or benefits incurred directly or indirectly as a result of Your Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time in the 180 days before You depart on Your Covered Trip, Your Medical Condition or related condition has not been Stable, other than a Minor Ailment.

Medical Emergency Insurance Limitations and Exclusions

In addition to the exclusion outlined above, under "Pre-Existing Medical 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. General misrepresentation

You must be accurate and complete in Your dealings with Us at all times.

- a. Misrepresentation of Your health/medical information
 - This Certificate is issued on the basis of information in Your application or provided in connection with 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 void which means Your claim will not be paid, and
 - We will refund Your premium
- b. Misrepresentation of material facts other than Your health/medical information, e.g. departure date
 - We will not pay a claim if You, any person insured under this Certificate or anyone acting on Your behalf attempt to deceive or mislead Us, or makes a fraudulent, false or exaggerated statement or claim.
- 2. Receiving *Medical Emergency Treatment* without notifying *Our Administrator*. Proceeding with investigation, *Treatment* or surgery without *Our* pre-approval and which *We* do not consider *Medical Emergency Treatment*.
 - a. Medical Emergency Treatment requires pre-approval

You must call 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 or have someone call on *Your* behalf as soon as possible. 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.

- b. *Treatment* once fit to transfer to another facility or return to *Your* home province/territory

 If *Our Administrator* determines that *You* should transfer to another facility or return to *Your* home province/territory of residence for *Treatment*, and *You* choose not to, benefits will not be paid for further medical *Treatment* and coverage will be limited to unrelated events.
- c. Ongoing Medical Emergency Treatment requires pre-approval (Investigations, Treatment and surgery) After Your Medical Emergency Treatment has started, Our Administrator must assess and pre-approve additional medical Treatment. If You undergo tests as part of a medical investigation, Treatment or surgery, obtain Treatment or undergo surgery that is not pre-approved, Your claim will not be paid. This includes but not limited to invasive testing, surgery, cardiac catheterization, other cardiac procedures, transplant, and MRI.
- d. Non-Emergency Services

We will not pay a benefit with respect to non-Medical Emergency, experimental or elective Treatment, including:

- cosmetic surgery, chronic care, rehabilitation including any expenses for directly or indirectly related complications;
- placement of new crowns, bridges, dentures.
- 3. Failure to meet the requirement to be covered by a GHIP or Canadian Armed Forces health care plan.

We will not pay a benefit if *You* are not covered under the *GHIP* of *Your* province or territory of residence prior to and for the entire duration of the trip. It is *Your* responsibility to check that you do have this coverage. There is no coverage if *You* do not have a valid *GHIP*. Members of the Canadian Armed Forces and their *Immediate Family Members* must have a valid health care plan in Canada prior to and for the entire duration of the *Covered Trip*.

- **4.** a. Expenses in connection with a *Medical Condition* which is not *Stable*:
 - no benefit will be paid for any *Medical Condition* which is not *Stable* for a specified period of time (as noted in the table in "*Pre-Existing Medical Condition* Exclusion" in the beginning of Section 6, above) before *Your Effective Date*.
 - b. Travelling for the purpose of obtaining *Treatment*:
 - no benefit will be paid for a trip made for the purpose of obtaining a diagnosis, medical *Treatment*, surgery, investigation, palliative care, or any alternative therapy, as well as any directly or indirectly-related complication.
 - c. Travelling when Treatment could be expected
 - no benefit will be paid for any *Medical Condition* or symptoms for which it is reasonable to believe or expect that *Treatment* or *Hospitalization* will be required during *Your* trip.
 - no benefit will be paid for any evident symptoms that would be reasonable to expect *You* to investigate in the three (3) months prior to *Your* departure on a *Covered Trip*.

5. Recurrence or ongoing Treatment once Medical Emergency has ended

Situation where *Your* claim will not be paid:

- the continued *Treatment*, recurrence or complication of a *Medical Condition* or related condition, following *Treatment* during *Your* trip, if *Our Administrator* determines that *Your Medical Emergency* has ended.
- this also applies to the continued *Treatment*, recurrence or complication of a *Medical Condition* or related condition where *Treatment* was received without notification to *Our Administrator* and *Your Medical Emergency* has ended.

6. Illegal act

Situation where Your claim will not be paid:

claim that results from or is related to Your involvement in the commission or attempted commission of a
criminal offence or illegal act in the jurisdiction where the claim was incurred, including driving while
impaired or over the legal limit.

7. Abuse of alcohol, drug, or intoxicants

Situations where Your claim will not be paid:

- 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.

8. Non-compliance with prescribed *Treatment*

Situation where *Your* claim will not be paid:

• any *Medical Condition* that is the result of *You* not following medical *Treatment* as prescribed to *You*, including prescribed or over-the-counter medication.

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

Situations where Your claim will not be paid:

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

10. Child born during the Covered Trip

Situation where Your claim will not be paid:

• claim related to Your child born during the Covered Trip.

11. War or civil unrest

Situation where Your claim will not be paid:

- an act of war, whether declared or undeclared; or
- · hostile or warlike action in time of peace or war; or
- willing participation in a war, riot or civil unrest; or
- · rebellion; or
- revolution; or
- insurrection; or
- any service in the armed forces while on duty.

12. Travel advisory

Situation where Your claim will not be paid or payment will be limited:

- where an official travel advisory was issued by the Canadian government stating "Avoid all non-essential travel" or "Avoid all travel" regarding the country, region or city of Your destination, before Your Effective Date:
- to view the travel advisories, visit the Government of Canada Travel site.

This exclusion does not apply to claims for a *Medical Emergency* or a *Medical Condition* unrelated to the travel advisory.

13. Travel against medical advice

Situation where Your claim will not be paid:

any claim incurred after a Physician advised You not to travel.

14. 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.

15. Other - Sports and High Risk Activities

Situations where Your claim will not be paid:

- accident that occurs while You are participating in:
 - o any sporting activity for which You are paid;
 - any sporting event for which the winners are awarded cash prizes;
 - any extreme sport or activity involving a high level of risk, such as those indicated below, but not limited to:
 - parasailing, hang-gliding and paragliding;
 - parachuting and sky diving;
 - bungee jumping;
 - Mountaineering:
 - cave exploration;
 - scuba diving, outside the limits of Your certification;
 - any airborne activity in any aircraft other than a passenger aircraft that holds a valid certificate of airworthiness;
 - any competition, motorized speed event or other high-risk activity on land, water or air, including training activities, whether on approved tracks or elsewhere.

16. Inaccurate evidence of insurability

Situations where Your claim will not be paid:

• with respect to *Your* failure to provide accurate and complete evidence of insurability as described under Section 9: Contract or Coverage Termination or Void by Insurer.

17. Intentional self-inflicted injury

Situation where Your claim will not be paid:

• 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.

18. Medical Emergency occurring outside the Coverage Period

Situation where *Your* claim will not be paid:

• 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.

19. Non-emergency services

Situation where Your claim will not be paid:

• non-emergency, experimental or elective *Treatment* (e.g. cosmetic surgery, chronic care, rehabilitation including any expenses for directly or indirectly related complications).

20. Payment of benefit prohibited by Canadian law

Situation where Your claim will not be paid:

• 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.

Section 7: How to Become Insured, Extend or Modify Coverage

How to Become Insured

You are insured if You have 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; 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 "Contract or Coverage Termination or Void by Insurer," in Section 9; and
- pay the required premium.

Once this is complete. You will receive proof of insurance.

When does Coverage Start and End

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 Medical Condition (as defined in Definitions at the end of the Certificate) 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 Coverage

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.

If *You* cannot complete *Your* trip by *Your* return date because of the delay of a common carrier in which *You* are scheduled to travel, *Your* coverage will automatically extend for the delay period to a maximum of 72 hours. Regardless of the automatic extension, coverage will not continue beyond the maximum number of days allowed under *Your GHIP* for travel outside of home province.

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;
- 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 Top-up or Extend Your Coverage Date if the Trip is Extended

Apply for a Top-up or Extend *Our* Coverage

If *You* already have TD Travel Medical Insurance coverage, *You* can apply to top-up or extend 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 or extend 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 *Your* province or territory of residence; and
 - You pay the required premium for the top-up or extension of coverage.

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

The terms, conditions and exclusions of *Our Certificate* issued as extension or top-up coverage apply to *You* and may be different than *Your* existing coverage.

Apply for Our Top-up Coverage When You Have 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 *Your* province or territory of residence; and
- You pay the required premium for the top-up coverage before Your departure.

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

The terms, conditions and exclusions of *Our Certificate* issued as top-up coverage apply to *You* and may be different than other insurer's coverage.

Section 8: Insurance Premium

About Your Premium

Premiums will be based on:

- the age of the oldest person to be insured 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 or Family).

If You are required to complete the medical questionnaire as part of Your Application, Your premiums will be based on the above and Your answers to the questions

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.

Full/Partial Premium Refund

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 11). 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 You Cancel?	Premium Refund/Fees
Before the <i>Effective Date</i> on <i>Your Application</i> or <i>Declaration</i> of <i>Coverage</i> .	Full refund
After the Effective Date on Your Application or Declaration of Coverage and no claim has been opened.	Pro-rated refund less a \$15 administrative fee.

Section 9: Contract or Coverage Termination or Void by Insurer

When Can the Insurer Cancel or Terminate the Contract

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 below 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.

When Can the Insurer Void Coverage

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:

- if the failure to disclose or misrepresentation relates only to the amount of premium that should have been paid;
- even if 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.

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.

Premium

May or may not be fully or partially refunded.

Section 10: How to Submit a Claim

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

Who to Contact to Submit a Claim

A *Medical Emergency* should always be reported immediately, as described in Section 5 under "What to do in a *Medical Emergency*" or benefits will be limited. *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.

To request a claim form 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

Complete the Required Form

a) Request the Form

To request a claim form 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

b) Time limit from date of event

If You are making a claim, You must 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 soon as possible. In every case, You must report Your claim and submit Your completed claim form with required documentation within one (1) year from the date of the accident or the date the claim arises. Failure to provide the applicable documentation may invalidate Your claim.

Provide the Information requested

To make a *Medical Emergency* claim, as part of the requirements above, under "Time limit from date of event," *We* will need documentation to substantiate the claim, including but not limited to the following:

- completed claim form; and
- 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 12: General Conditions, under "Right of Subrogation").

If *Our Administrator* pays eligible expenses that are covered under other insurance or another plan, *You* 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 and Exclusions" in Section 6. 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 11 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.

What Claimant Can Expect from Insurer

Once We have approved the claim, We will notify You and payment will be made within 60 days after receipt of the required claim forms, documentation and written proof of loss. If the claim has been denied, We will inform You of the claim denial reasons within 60 days after receipt of the required claim forms and written proof of loss.

Section 11: How to Contact Our Administrator

How to Contact Our Administrator

1. 24-Hour Emergency Assistance Number

To report a *Medical Emergency*, or apply for a top-up or extension 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

Section 12: General Conditions

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

Access to Medical Care

We and/or Our Administrator will assist You to access care whenever possible, however will not be 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 Certificate 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* coverages are excess insurance, meaning that any other sources of recovery *You* have will pay first, and this insurance coverage 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*.

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.

Right of 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.

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 We select to provide medical and claims assistance, claims payment, administrative and adjudication services under the Group Policy.
Application	 Means the series of questions that form <i>Your</i> application and are submitted: on <i>Your</i> behalf when <i>You</i> apply by telephone; or when <i>You</i> apply online; and if applicable, 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. 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.
Bedside Companion	Means a person of Your choice who is required at Your bedside while You are Hospitalized during Your 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 Effective Date of Your Certificate and the return date indicated in Your Application or most recent Declaration of Coverage. In the event of a Medical Emergency, Your Coverage Period will be extended up to 72 hours immediately following the end of the Medical Emergency.
Covered Trip	 Means a trip: 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 Your natural, adopted, or step-children who are: unmarried; and dependent on You for financial maintenance and support; and 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. NOTE: A Dependent Child does not include a child born while the child's mother is outside her province or territory of residence during the Covered Trip, and as such, the child will not be insured with respect to that trip.
Effective Date	Means the date Your Certificate takes effect and is the scheduled departure date shown in Your Application or Your most recent Declaration of Coverage.
GHIP ("Government Health Insurance Plan")	Means a Canadian provincial or territorial government health insurance plan.
Group Policy	Means the Group Policy No. Tl002 issued by <i>Us</i> to The Toronto-Dominion Bank.

Hospital	 Means: An institution that is licensed as an accredited hospital that is staffed and operated for the care and <i>Treatment</i> 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. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment. A <i>Hospital</i> 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>: Spouse, 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: • 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 disease, illness, or injury (including symptoms of undiagnosed conditions; 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 <i>Medical Condition</i> 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: 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. NOTE: A chronic condition or complications of a chronic condition are not considered a <i>Minor Ailment</i>.
Mountaineering	Means the ascent or descent of a mountain requiring the use of specialized equipment, including crampons, pick-axes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment.
Physician	Means a person who is not <i>You</i> or <i>Your Immediate Family Member</i> or <i>Your Travelling Companion</i> , licensed in the jurisdiction where the services are provided, to prescribe and administer medical treatment.
Pre-Existing Medical Condition	Means any Medical Condition, that exists prior to Your Effective Date.
Resident of Canada and/or Canadian Resident	 Is any person who: 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:
	 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 refer to as his or her domestic partner.
Stable	 Means a Medical Condition, other than a Minor Ailment, is considered Stable when all of the following statements are true: there has not been any new Treatment prescribed or recommended, or change(s) to existing Treatment (including a stoppage in Treatment); and there has not been any change to any existing prescribed drug (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new Prescription Drug; and the Medical Condition has not become worse; and there has not been any new, more frequent or more severe symptoms; and there has been no Hospitalization or referral to a specialist; and there have not been any tests, investigation or Treatment recommended, but not yet complete, nor any outstanding test results; and there is no planned or pending Treatment. All of the above conditions must be met for a Medical Condition to be considered Stable: 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 Your Medical Condition; 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> .
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> . This includes but is not limited to prescribed medication, investigative testing or surgery.
You, Your and Yours	Means 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	Means TD Life Insurance Company.

This is the end of Your Certificate of Insurance.

How Insurer Protects Client Personal Information

PRIVACY AGREEMENT

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;
- You 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 requirement;

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 <u>Us</u>, 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, <u>We</u> 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

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, Certificate 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 TD 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, Certificate 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)
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.

Notes:	

