

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").

### **IMPORTANT NOTICE – Please Read Carefully**

■ The coverage described in this Certificate of Insurance (*"Certificate"*) is designed to cover losses arising from sudden and unforeseeable circumstances only. It is important that *You* read and understand this *Certificate* before *You* travel as *Your* coverage may be subject to certain limitations or exclusions.

■ WARNING: This insurance may not cover, provide services, or pay claims for expenses resulting from *Pre-Existing Conditions* that existed before *Your Effective Date*. It is important that *You* understand how this applies in this *Certificate* and how it relates to *Your* enrollment, *Your* departure date or *Your Effective Date*.

In the event of an accident, injury or sickness, Your prior medical history may be reviewed when a claim is reported.
 You are required to notify Our Administrator prior to Treatment. Benefits may be limited should You not contact Our

Administrator within 48 hours or as soon as reasonably possible.

## PLEASE READ THIS CERTIFICATE OF INSURANCE CAREFULLY BEFORE YOU TRAVEL.

If You have any questions or need clarification, call Our Administrator at 1-800-293-4941.

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## Section 1: Summary of Per Trip Plan Benefits

Complete details of coverage, limitations and exclusions can be found in Section 7: What *Your* Insurance Covers – Medical, Limitations and Exclusions.

Coverage	Maximum Benefit Payable (per Insured Person per Covered Trip)
Medical Emergency Coverage and other	Up to \$2,000,000
benefits including:	
Hospital Benefit	
Physician's bills	
<ul> <li>Diagnostic services</li> </ul>	
Ambulance	
Medical appliances	
Emergency Return Home	

Coverage	Maximum Benefit Payable (per Insured Person per Covered Trip)
Private duty nursing	Up to \$5,000
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 bedside companion.
Vehicle return	Up to \$1,000
Return of deceased	Up to \$5,000

## Section 2: 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 Your application and are submitted on Your behalf when You apply at a TD Canada Trust branch or by telephone; or

• the enrollment page that You complete online; and

■ the series of medical questions that form part of *Your Application* if *You* apply online or by telephone and *Your* answers to those questions.

The *Application* which is used to determine *Your* eligibility for insurance, also includes the questions asked and answers given in connection with requests to top-up a *Coverage Period*. The *Application* forms part of *Your* insurance contract and is used to process *Your* 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, either *Single*, *Couple* or *Family Coverage* under the Per Trip Plan.

Certificate Number means the unique identifier that You receive when You buy this insurance.

Couple Coverage means coverage under this Certificate for You and one named Travelling Companion.

**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 Insured Person outside the Insured Person's province or territory of residence;

■ that begins on the Effective Date of Your Certificate and ends on the return date shown in the Application or, Your most recent Declaration of Coverage; and

■ that lasts from one day up to 212 days but not longer than the maximum number of days allowed under Your GHIP for travel outside of Canada.

**Declaration of Coverage** means the document *You* receive when *You* apply in the branch, online or by telephone, for new or additional coverage under the Group Policy. It includes *Your Certificate Number* and confirms the coverage *You* have purchased.

Dependent Child(ren) means Your natural, adopted, or step-children who are:

unmarried;

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

**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*.

**Family Coverage** means coverage under this *Certificate* for *You*, *Your Spouse* and *Your* Dependent *Child(ren)*, if any. **Government Health Insurance Plan ("GHIP")** means a Canadian provincial or territorial government health insurance plan.

## Hospital means:

■ an institution that is accredited and licensed by the appropriate authority as a *Hospital* to treat patients on an inpatient, outpatient and emergency basis; or

• the nearest appropriate medical facility that has been approved in advance by *Our Administrator*.

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

Hospitalized or Hospitalization means to be an inpatient in a Hospital.

### Immediate Family Member means an Insured Person's:

■ 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 Insured Person's Spouse's grandparents, brothers-in-law and sisters-in-law.

### Insured Person means a person:

■ who is eligible to be insured under this *Certificate*;

- who was named in the *Application*;
- for whom the required premium has been paid; and
- on whom insurance has been issued under the Certificate.

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

Minor Ailment means any sickness or injury which does not require:

- the use of medication for a period of greater than 15 days;
- more than one follow up visit to a *Physician*, *Hospitalization*, surgical intervention, or referral to a specialist; and
- which ends at least 30 consecutive days prior to the departure date of the trip.

NOTE: a chronic condition or complications of a chronic condition are not considered a Minor Ailment.

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

Pre-Existing Condition means a Medical Condition that existed before Your Effective Date.

**Reasonable Charges** means charges incurred for a *Medical Emergency* that are comparable to what other providers charge for comparable *Treatment*, services or suppliers in the same geographical area.

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.

For a more detailed explanation, please visit the Canada Revenue Agency website.

Single Coverage means coverage on a single person who is either:

■ You; or

■ if specified in the Application, Your Dependent Child(ren) who is (are) under 18 years of age.

Spouse means:

• the person who the Insured Person is legally married to; or

■ the person the *Insured Person* has lived with for at least one (1) year and publicly refers to as his or her domestic partner.

**Stable** means that for any *Medical Condition* or related condition, other than a *Minor Ailment*, for which there have been:

- No new symptoms, or more frequent or severe symptoms;
- No new test results showing a deterioration;
- No Hospitalizations;
- No new *Treatment*, no new medical management, no new prescribed medication;
- No change in *Treatment*, no change in medical management, no change in prescribed medication;
- No pending surgery, referrals to a specialist, or other *Treatment*.
- The following exceptions are 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*;
  - a change from a brand name medication to a generic brand medication of the same dosage.

**Travelling Companion** means any person who travels with *You* during the *Covered Trip* and who is sharing transportation and/or accommodation with *You*.

**Treated** or **Treatment** means any medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a *Physician*, including but not limited to prescribed or non-prescribed medication, investigative

testing and surgery. The term "*Treatment*" does not include the unaltered use of prescribed medication for a medical condition which is *Stable*.

You, Your and Yours means the person(s) named as the *Insured Person(s)* on *Your* most recent *Declaration of Coverage*, for which insurance coverage was applied and the appropriate premium has been received by *Us*. We, Us, Our and Ours means TD Life Insurance Company.

# Section 3: Eligibility – Who Can Apply For Coverage

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

## 1. Single Coverage

You may apply for Single Coverage if:

- You are:
- at least 18 years old on the Effective Date of Your Per Trip Plan;
- a Resident of Canada;
- covered under a GHIP;
- a TD Bank Group customer;
- in Canada when You buy the coverage; and

- You purchase the insurance no earlier than 240 days before the departure date of Your Per Trip Plan.

**NOTE:** You may also apply for Single Coverage 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 above criteria 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 criteria under Single Coverage 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 criteria under Single Coverage above except that:
- they do not have to be TD Bank Group customers;
- Your Dependent Child(ren) is/are travelling with You or Your Spouse; and
- Your Dependent Child(ren) may be under 18 years of age.

# 4. Top-Up Coverage

## i. 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 meets the applicable eligibility criteria described in this section, 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;
- You apply before 11:59 p.m. ET on the date on which the original coverage terminates;

- the duration of Your Covered Trip is from one 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 of coverage.

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

## ii. How to 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;
- the duration of Your Covered Trip is from one 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 4: When is a Medical Questionnaire Required, and Important Obligations

In some cases, a person who wants to be insured will need to answer some medical questions to determine if insurance can be provided. 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.

## When Is a Medical Questionnaire Required?

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.

## 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.

## 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.

## 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 Persons *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.

# Section 5: Medical Emergency Coverage Period

## Automatic Extension of Certificate in 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.

# Medical Emergency Coverage Period

The Medical Emergency Coverage Period begins on the later of:

■ the Insured Person's scheduled departure date, shown in the Application or most recent Declaration of Coverage;

■ 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;
- the date the *Insured Person* actually returns to his or her province or territory of residence;
- 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 in Section 12: 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* 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.

# Section 6: Limitations and Exclusions That Apply to All Benefits

You can find limitations and exclusions that apply specifically to particular benefits in the description of those benefits. In addition, for all benefits, this *Certificate* does not cover any *Treatment*, services, or expenses of any kind caused directly or indirectly as a result of the following:

## 1. Failure to take medication

- as prescribed by the Insured Person's Physician.

### 2. Alcohol or drug abuse

- abuse or misuse of prescription and over-the-counter medication or alcohol or any use of illicit drugs.

### 3. Intentional self-inflicted injury

- 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.

### 4. Pregnancy

- pregnancy or childbirth within nine (9) weeks of expected delivery date;

- any complication relating to pregnancy that occurs in the last nine (9) weeks leading up to the expected delivery date, or after the expected delivery date;

- any child born during a Covered Trip.

## 5. Hazardous activities

- recreational scuba diving (unless the *Insured Person* holds a basic scuba designation from a certified school or licensing body), mountaineering, bungee-jumping, parachuting, parasailing, cave exploration, hang-gliding, skydiving or any airborne activity in any aircraft other than a passenger aircraft that holds a valid certificate of airworthiness.

## 6. Professional sports or racing

- participation in professional sports or any organized racing or speed contests.

## 7. Elective Treatment

– any non-emergency, experimental or elective *Treatment*, including cosmetic surgery, chronic care or rehabilitation, if *You* specifically purchased this insurance to obtain such *Treatment* whether or not it was authorized by a *Physician*.
 – any *Treatment*, surgery or medication which medical evidence indicates that an *Insured Person* could have returned to his or her province or territory of residence to receive.

#### 8. Travel advisories

- a specific or related *Medical Condition* which You or an *Insured Person* contracted in a foreign country, region or city if before You or an *Insured Person* left the province or territory of residence, a formal written warning was issued by Foreign Affairs and International Canada, advising Canadians not to travel to that country, region or city during the time of the *Covered Trip*.

### 9. War or terrorism

- any act of war, whether declared or not, hostile or warlike action in time of peace or war, insurrection, rebellion, revolution, civil war, hijacking or terrorism.

## 10. 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.

## 11. Mental disorders

- any mental, nervous or emotional disorders, including any Medical Emergency arising from these disorders.

### 12. Crime

- participation in a criminal offence, including driving while impaired or over the legal limit.

# 13. Misrepresentation

– regarding any *Medical Condition* for which You or an *Insured Person* gave Us or Our Administrator false or inaccurate information about diagnosis, *Hospitalizations*, *Treatment*, prescriptions or medications.

### 14. Inaccurate evidence of insurability

- failure to provide accurate and complete evidence of insurability as described in Section 4: When Is a Medical Questionnaire Required, and Important Obligations.

## Section 7: What Your Insurance Covers – Medical Emergency Coverage, Limitations and Exclusions

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.

## MEDICAL EMERGENCY COVERAGE

### Eligible Medical Emergency expenses include:

Medical Emergency coverage up to \$2,000,000 per Covered Trip.

Hospital Benefit

- attendance at a *Hospital* or appropriate medical facility for *Treatment* as an inpatient, outpatient and emergency basis that has been approved in advance by *Our Administrator*.

**EXCLUSION:** Chronic care, convalescent, nursing home facilities or rehabilitation centers.

- Physicians' bills
- 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 *Physician*, and approved in advance by *Our Administrator* if the tests involve:

- magnetic resonance imaging (MRI);
- computerized axial tomography (CAT) scans;
- sonograms;
- ultrasounds; or
- any invasive diagnostic procedures, including angioplasty.

Ambulance

- charges for emergency ambulance service to the nearest approved Hospital.
- Air ambulance

- charges for emergency air ambulance only if *Our Administrator* determines that the *Insured Person's* physical condition precludes the use of any other means of transportation and:

- makes the determination before the service is provided;
- pre-approves the service; and
- arranges for the service.
- Prescriptions

- reimbursement of prescription drugs required as part of emergency Treatment while in Hospital.

**EXCLUSION:** Vitamins and patent, proprietary and experimental drugs are excluded.

#### Accidental dental

- up to \$2,000 for dental *Treatment* that is:

- required during a Medical Emergency Coverage Period; and
- necessary because of a blow to natural or permanently installed teeth which results from an accident causing a Medical Emergency.

LIMITATION: *Treatment* for emergency relief of dental pain is covered separately 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:

- prescribed by a *Physician*; and
- required because of a Medical Emergency.
- Emergency Return Home

- the cost of a one-way economy fare plus a second one-way economy fare, if required to accommodate a stretcher:

- if it is a result of a *Medical Emergency*, *Our Administrator* determines that an *Insured Person* should return to Canada; and
  - approves the transportation in advance.

**NOTE:** We will also pay the expenses for a qualified medical attendant to accompany You to Your province or territory of residence if recommended by the attending *Physician* during *Your Medical Emergency* and approval is granted by *Our Administrator* in advance.

Bedside Companion Benefit

- The cost of one round-trip economy airfare from Your Bedside Companion's province or territory of residence; and,
  - up to \$150 per day, to a maximum of \$1,500 for food and accommodation; and
  - if You are Hospitalized because of a covered Medical Emergency and are expected to remain *Hospitalized* for at least three consecutive days; and
  - Our Administrator approves this benefit in advance.
- Travelling Companion benefit
- the cost of a single one-way economy airfare for a *Travelling Companion* to return to his or her place of departure if:
  - An Insured Person has a covered Medical Emergency that makes it necessary for the Travelling Companion to stay beyond their scheduled return date; and
    - Our Administrator approves the travel in advance.
- Vehicle return

- up to \$1,000 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 \$5,000 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.

**EXCLUSION:** The cost of a burial casket or urn is not covered.

# LIMITATIONS AND EXCLUSIONS

# Medical Emergency Insurance Limitations

## 1. Failure to report

A *Medical Emergency* must be reported to *Our Administrator* within 48 hours of admission to *Hospital*, or as soon as is reasonably possible. Otherwise, the **Maximum Benefit Payable will be reduced to 80% of the eligible** *Medical Emergency* expenses, to a maximum of \$30,000.

## 2. General

The benefits payable under the *Certificate* will be the actual cost of the covered expense less any amounts recoverable under *Your GHIP* and/or any other insurance or health plan coverage *You* may have.

# Medical Emergency Insurance Exclusions

## 1. Pre-Existing Condition

Your Pre-Existing Condition exclusion is determined by the rate category provided to You when You completed Your Application for insurance, and medical questionnaire (if 55 years of age or older). Please refer to the following chart for specific details of the period within which a *Pre-Existing Condition* must be *Stable* in order to be eligible for coverage in the event of a claim.

Rate Category         Pre-Existing Condition exclusion that applies to You:           Customers under the age of 55         We will not pay for any Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time in the <u>90 days</u> before You depart on Your Covered Trip, Your Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time in the <u>90 days</u> before You depart on Your Covered Trip, Your Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time in the <u>90 days</u> before You depart on Your Covered Trip, Your Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time in the <u>90 days</u> before You depart on Your Covered Trip, Your Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time in the <u>180 days</u> before You depart on Your Covered Trip, Your Medical Condition or related condition whether or not the diagnosis has been determined), if at any time in the <u>180 days</u> before You depart on Your Covered Trip, Your Medical Condition or related condition has not been Stable.           NOTE         Means that for any Medical Condition or related condition has not been Stable.           None         Means that for any Medical Condition or related condition, whether or not the diagnosis has been determined), if at any time in the <u>180 days</u> before You depart on Your Covered Trip, Your Medical Condition or related condition, whether or not the diagnosis has been no the part on Your Covered Trip, Your Medical Condition or related condition, other than a Minor Ailment, for which there have been: No new test results showing a deterioration; No new test results showing a deterioration; No new Treatment, no new medical management, no ne				
the age of 55       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 (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 (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 (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 (whether or not the diagnosis has been determined), if at any time in the 100 days before You depart on Your Covered Trip, Your Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time in the 100 days before You depart on Your Covered Trip, Your Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time in the 100 days before You depart on Your Covered Trip, Your Medical Condition or related condition, other than a Minor Ailment, for which there have been:         NOTE       means that for any Medical Condition or related condition, other than a Minor Ailment, for which there have been:         Stable       means that for any Medical Condition or related condition, other than a Minor Ailment, for which there have been:         No new symptoms, or more frequent or severe symptoms;       No new treatment, no new medical management, no new prescribed medication;         No how preatment, no new medical management, no change in prescribed medication;       No how pending surgery, referrals to a specialist	Rate Category	Pre-Existing Condition exclusion that applies to You:		
diagnosis has been determined), if at any time in the <u>90 days</u> before You depart on Your Covered Trip, Your Medical Condition or related condition has not been Stable.         Customers age 55 and Older with Rate Category A & B       We will not pay for any Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time in the <u>90 days</u> before You depart on Your Covered Trip, Your Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time in the <u>90 days</u> before You depart on Your Covered Trip, Your Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time in the <u>180 days</u> before You depart on Your Covered Trip, Your Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time in the <u>180 days</u> before You depart on Your Covered Trip, Your Medical Condition or related condition has not been Stable.         NOTE       means that for any Medical Condition or related condition has not been Stable.         No TE       means that for any Medical Condition or related condition, other than a Minor Ailment, for which there have been: No new symptoms, or more frequent or severe symptoms; No new test results showing a deterioration; No hospitalizations; No how postializations; No how postializations; No change in Treatment, no change in medical management, no change in prescribed medication; No pending surgery, referrals to a specialist, or other Treatment.         The following exceptions are considered Stable: the outine 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; a change from a brand name medication to a generic brand medication of the same dosage. <tr< td=""><td></td><td></td></tr<>				
Covered Trip, Your Medical Condition or related condition has not been Stable.           Customers age 55 and Older with Rate         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 <u>90 days</u> before You depart on Your Covered Trip, Your Medical Condition or related condition has not been Stable.           Customers age 55 and Older with Rate Category C & D         We will not pay for any Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time in the <u>180 days</u> before You depart on Your Covered Trip, Your Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time in the <u>180 days</u> before You depart on Your Covered Trip, Your Medical Condition or related condition, other than a Minor Ailment, for which there have been: No new symptoms, or more frequent or severe symptoms; No new symptoms, or more frequent or severe symptoms; No new test results showing a deterioration; No hosenge in Treatment, no change in medical management, no change in prescribed medication; No change in Treatment, no change in medical management, no change in prescribed medication; No pending surgery, referrals to a specialist, or other Treatment. The following exceptions are considered Stable:	the age of 55			
Customers age 55 and Older with Rate Category A & 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 <b>90 days</b> before You depart on Your Covered Trip, Your Medical Condition or related condition has not been Stable.         Customers age 55 and Older with Rate Category C & D       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 <b>180 days</b> before You depart on Your Covered Trip, Your Medical Condition or related condition, other than a Minor Ailment, for which there have been:         NOTE         Stable         Means that for any Medical Condition or related condition, other than a Minor Ailment, for which there have been:         No new symptoms, or more frequent or severe symptoms;         No new test results showing a deterioration;         No new Treatment, no new medical management, no new prescribed medication;         No new Treatment, no change in medical management, no change in prescribed medication;         No pending surgery, referrals to a specialist, or other Treatment.         The following exceptions are considered Stable:         a change from a brand name medication to a generic brand medication of the same dosage.         Minor Ailment       means any sickness or injury which does not require: the use of medication for a period of greater than 15 days; more than one follo		diagnosis has been determined), if at any time in the 90 days before You depart on Your		
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<ul> <li>a change from a brand name medication to a generic brand medication of the same dosage.</li> <li>Minor Ailment</li> <li>means any sickness or injury which does not require:         <ul> <li>the use of medication for a period of greater than 15 days;</li> <li>more than one follow up visit to a <i>Physician, Hospitalization,</i> surgical intervention, or referral to a specialist; and</li> <li>which ends at least 30 consecutive days prior to the departure date of the trip.</li> </ul> </li> <li>NOTE: a chronic condition or complications of a chronic condition are not considered a</li> </ul>				
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## 2. Reasonably foreseeable conditions

We will not pay any expenses or benefits under this Certificate relating to a Medical Condition:

when You knew or for which it was reasonable to expect before You left Your province or territory of residence, or before the *Effective Date* of the *Coverage Period*, that You would need or be required to seek *Treatment*; and/or
for which future investigation or *Treatment* was planned before You left Your province or territory of residence; and/or,
which produced symptoms that would have caused an ordinarily prudent person to seek *Treatment* in the three (3) months before leaving their province or territory of residence; and/or

- that had caused Your Physician to advise You not to travel.

## 3. *Medical Emergency* occurring outside the Coverage Period

We will not pay a benefit with respect to a *Medical Emergency* that occurs before the *Medical Emergency Coverage Period* begins or after it ends.

#### 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. Recurrence

A *Medical Emergency* is considered to have ended when medical evidence shows that the *Insured Person* is able to return to their province or territory of residence. Any subsequent *Medical Emergency* caused by the same condition will not be covered after the initial *Medical Emergency* has ended.

# 6. Failure to get advance approval

Where We require that an eligible expense be approved in advance by Our Administrator, We will not pay a benefit for that expense if advance approval was not obtained.

We will not pay a benefit with respect to any surgery or invasive procedure that has not been approved in advance by *Our Administrator*, except in extreme circumstances where a request for advance approval would delay necessary surgery in a life-threatening *Medical Emergency*.

## 7. Non-emergency services

We will not pay a benefit with respect to non-emergency, experimental or elective *Treatment*, such as cosmetic surgery, chronic care, rehabilitation, or any directly or indirectly related complications.

We will not pay a benefit with respect to any *Treatment*, surgery or medication which medical evidence indicates that an *Insured Person* could have returned to his or her province or territory of residence to receive.

# Section 8: 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 in Section 7 under Limitations and Exclusions, "*Medical Emergency* Insurance Limitations: 1. Failure to report". 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*.

## Section 9: How to Make a Claim

**IMPORTANT NOTE:** You must report Your claim and provide supporting documentation to Our Administrator as soon as possible and 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 8: 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 14 (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;
- the original itemized receipts for all bills and invoices;
- proof of travel (including departure and return dates);
- medical records including complete diagnosis by the attending *Physician* or documentation by the *Hospital*, which must support that the *Treatment* was medically necessary;
- 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;
- from any health plan or other insurance;

■ through rights You may have against other insurers or other parties (see Section 14: 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 also 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

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;

■ 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. See Section 10: How to Contact *Our Administrator*, under "Customer Service" 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 10: How to Contact Our Administrator

### 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.

### **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 11: Proof of Insurance

It is important to know if You have insurance coverage. You will have coverage once You complete the following steps:

applicants meet the eligibility criteria for insurance under Section 3: Eligibility – Who Can Apply for Coverage;
 apply for insurance:

■ if required, You provide Us with accurate and complete evidence of insurance. See Section 4: When Is a Medical Questionnaire Required, and Important Obligations; and

■ pay the required premium.

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

#### What is Proof of Insurance?

Your proof of insurance is 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.

#### Section 12: 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;
- 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;

■ the date the last *Insured Person's* insurance is cancelled because of a change in *Medical Condition* before departing on the *Covered Trip*; and

■ the date Your request to cancel Your Certificate is effective.

**NOTE:** Refer to Section 5: *Medical Emergency Coverage Period* for details on Automatic Extension of *Certificate* in a *Medical Emergency*.

### 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 Section 10: How to Contact *Our Administrator*). The following table explains how and when cancellations may take place.

Hov	w To Cancel	When Can <i>You</i> Cancel	Premium Refund/Fees
•	<b>by phone</b> – cancellation will be effective on the date of <i>Your</i> call; or	Before the departure date on Your Application or Declaration of Coverage.	Full refund
•	<b>by written, mailed request</b> – cancellation will be effective on the post-marked date of <i>Your</i> request.	After the departure date on Your Application or Declaration of Coverage and <u>no claim</u> has been opened.	Pro-rated refund less a \$15 administrative fee.

## Section 13: Premiums and Premium Refunds

Please note that premium rates can be changed without notice.

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;
- premiums 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 under Section 12: When Your Certificate terminates.

### **Section 14: General Conditions**

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

### 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 9: 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.

#### **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.

#### **Benefit payments**

This policy contains provisions removing or restricting the right of the group person insured 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 provider.

#### 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;
- permitting *Us* to bring a lawsuit in *Your* name;
- if You receive funds from the other person or entity, You will hold it in trust for Us;

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.

#### Other insurance

If You have other insurance in addition to this *Certificate*, whether with *Us* or with another insurer, 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.

## 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.

## False claim

If You or an *Insured Person* make a claim knowing it to be false or fraudulent in any respect, neither of You will be entitled to the benefits of this coverage or to the payment of any claim under the Group Policy.

### Currency

All amounts shown are in Canadian currency.

#### 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*.

### **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.

#### Relationship between Us and the Group Policyholder

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

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

# Travel Medical Insurance Privacy Agreement

In this Agreement, the words "*you*" and "*you*" 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

We may use your Information to:

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

analysis and determine your 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 <u>Online Privacy Code</u> and our <u>Mobile</u> <u>Apps Privacy Code</u>. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Agreement and our privacy practices, visit <u>www.td.com/privacy</u> 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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