TD Insurance
Travel Medical Insurance
Annual Plan
Certificate of Insurance

Issued by: TD Life Insurance Company ("TD Life") under Group Policy Number TI002 (the "Group Policy") to The Toronto-Dominion Bank (the "Policyholder" or "TD Canada Trust").

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 *You* depart on *Your Covered Trip*. 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**.

Right to Examine this Certificate
You have ten (10) days from the date *You* receive this *Certificate* to notify *Us* if *You* wish to cancel coverage. If *You* cancel coverage within this 10 day period, *You* will receive a full refund of any premiums paid, provided no claims have been initiated. *Your* right to examine this *Certificate* and cancel coverage does not apply if *You* receive a replacement or amended version of the *Certificate*.

Certificate Contents

Section 1: Summary of Annual Plan Benefits

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

Coverage	**Maximum Benefit Payable (per *Insured Person* per *Covered Trip*)**
Medical Emergency Coverage and other benefits including: • Hospital Benefit • Physician's bills • Diagnostic services • Ambulance • Medical appliances • Emergency Return Home	Up to $2,000,000 per *Insured Person* per *Covered Trip with* no overall maximum per *Policy Year*.
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
Trip Cancellation Coverage	**Standard:** $1,000 per *Insured Person* per *Covered Trip* with an overall maximum of $5,000 for all *Insured Persons* and all *Covered Trips* per *Policy Year*. **Additional coverage available:** *You* can upgrade to $1,500 per *Insured Person* per *Covered Trip* with an overall maximum of $7,500 for all *Insured Persons* and all *Covered Trips* per Policy. *You* can upgrade to $3,000 per Insured *Person* per *Covered Trip* with an overall maximum of $15,000 for all *Insured Persons* and all *Covered Trips* per Policy.
Trip Interruption Coverage	$5,000 per *Insured Person* per *Covered Trip*. No overall maximum per *Policy Year*.

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.
Anniversary Date means the date one (1) year from *Your Effective Date* and, if *You* renew *Your Certificate*, subsequent anniversaries of *Your Effective Date*.
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 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* or increase coverage. The *Application* is 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 Annual 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 any seventeen (17) day period falling within *Your Policy Year* which starts from the day *You* depart on *Your Covered Trip* and ends on the earlier of the seventeenth (17th) day of *Your Covered Trip* or the day *You* actually return from that *Covered Trip*. 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 Cause for Cancellation means:

■ the death of an *Insured Person*

■ sudden and unexpected sickness, accidental injury or quarantine of an *Insured Person* if:

– it did not result from a *Pre-Existing Condition*;

– it prevents the *Insured Person* from starting the *Covered Trip*; and

– a *Physician* certifies, in writing, and explains the medical reason for the decision that:

- he or she has advised the *Insured Person* to cancel the *Covered Trip*; or
- the sickness or injury made it impossible for the *Insured Person* to start the *Covered Trip*; and

– *You* provide the *Physician's* certification to *Our Administrator* on or before the scheduled departure date;

■ the death of an *Immediate Family Member* of the *Insured Person*;

■ sudden and unexpected sickness, accidental injury or quarantine of an *Immediate Family Member* of the *Insured Person*; or

■ the sudden and unexpected death or *Hospitalization* of an *Insured Person's* host at the destination.

Covered Cause for Interruption means:

■ the death of an *Insured Person*;

■ accidental injury or sickness of an *Insured Person* if:

– it does not result from a Pre-Existing *Condition*; and

– in the opinion of *Our Administrator*, it requires immediate medical attention, and either:

- it prevents the *Insured Person* from continuing with the *Covered Trip*; or
- the *Insured Person* will be delayed in reaching the next destination of the *Covered Trip*;

■ the death of an *Immediate Family Member* of the *Insured Person*; or

■ sudden and unexpected sickness or accidental injury of an *Immediate Family Member*, which requires an overnight stay in a *Hospital*.

Covered Trip means a trip:

■ made by an *Insured Person* outside the *Insured Person's* province or territory of residence;

■ that lasts no longer than 17 consecutive days;

■ that begins and ends while the Annual Plan is in effect.

Declaration of Coverage means the document *You* receive when *You* apply in the branch, online or by phone, 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 date shown in *Your Application* or *Your* most recent *Declaration of Coverage*.

Eligible Trip Cancellation Expense means the reimbursement portion of the Insured Person's unused travel arrangements, which were:

■ paid in advance and forfeited because of a *Covered Cause for Cancellation*; and

■ non-refundable on the date the *Covered Cause for Cancellation* arose; and

■ travel points administration cancellation fees that applied on the date the *Covered Cause for Cancellation arose*; or

■ payment of reasonable transportation costs (if the *Insured Person* misses the scheduled departure because of a *Covered Cause for Cancellation*) that are:

– required for the *Insured Person* to travel to the destination of the *Covered Trip* by the most direct route; and

– approved in advance by *Our Administrator*.

NOTE: *We* will not reimburse the cost of any additional travel insurance.

Eligible Trip Interruption Expense means:

■ if the *Insured Person* ends the *Covered Trip* because of a *Covered Cause for Interruption*, the lesser of:

– the cost of a one-way economy fare, approved in advance by *Our Administrator*, to the point of departure; or

– the fee charged by the transportation provider to change the *Insured Person's* date of return;
■ if the *Insured Person* is delayed in reaching the next destination of the *Covered Trip* because of a *Covered Cause for Interruption*, payment of reasonable additional transportation costs that are:
– required for the *Insured Person* to rejoin a tour group by the most direct route; and
– approved in advance by *Our Administrator*;
■ the portion of the cost of any unused travel arrangements which were:
– part of the *Insured Person's Covered Trip*;
– paid before the *Insured Person's* date of departure; and
– non-refundable on the date the *Covered Cause for Interruption* occurred.

Family Coverage means coverage under this *Certificate* for *You*, *Your Spouse* and *Your* Depen*dent 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*.

Policy Year means the period beginning on *Your Effective Date* and ending with the *Anniversary Date* one (1) year later and, if *You* renew *Your* Annual Plan, subsequent one (1) year periods, as applicable.

Pre-Existing Condition means a *Medical Condition* that existed before *Your Effective Date or the 1st day of your Coverage Period* for a *Covered Trip*.

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 old.

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*.
Trip Cancellation Coverage Period begins on the later of:
■ *Your* Annual Plan *Effective Date*; and
■ the date the *Covered Trip* is booked;
and ends on the earlier of:
■ the date the *Insured Person* departs on the *Covered Trip*; and
■ the date this *Certificate* terminates.
Trip Interruption Coverage Period begins on the later of:
■ *Your* Annual Plan *Effective Date*; and
■ the date the *Insured Person* completes a portion of the *Covered Trip* as shown on his or her invoice or ticket;
and ends on the earlier of:
■ the date the *Insured Person* is scheduled to return from the *Covered Trip*;
■ at 11:59 p.m. ET on the 17th day of the *Covered Trip* unless *You* purchased Annual Plan Trip Extension coverage;
■ if *You* have Annual Plan Trip Extension Coverage, at 11:59 p.m. ET on the last day of *Your* Annual Plan Trip Extension Coverage; or
■ the date this *Certificate* terminates.
NOTE: The departure date counts as one full day.
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** mean TD Life Insurance Company.

Section 3: Eligibility – Who Can Apply For Coverage

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

1. Single Coverage

You may apply for Single Coverage if:
■ *You* are:
– 18 to 84 years old on the *Effective Date* of *Your* Annual Plan; and
– a *Resident of Canada*;
– covered under a *GHIP*;
– a TD Bank Group customer; and
– in Canada when *You* buy the coverage;
■ the information *You* provide in *Your Application* is true and complete; and
■ *You* purchase the insurance no earlier than 240 days before the *Effective Date* of *Your* Annual 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 can be under 18 years old.

2. Couple Coverage
You may apply for coverage under the Annual 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 old.

3. Family Coverage
You may apply for coverage under the Annual 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 old.

4. Top-Up Coverage
i. How to apply for a top-up of *Your* Annual Plan
If *You* already have a TD Travel Medical Insurance Annual Plan, and *You* are planning a trip that will last more than 17 days, *You* can apply for top-up coverage, 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* purchase this top-up of coverage; and
■ *You* can apply either before or after *You* depart on *Your* trip if:
– 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 17th day of *Your* trip (Please note that the date of departure counts as one full day); and
– the *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.
– You pay the required premium for the top-up of coverage.
Any top-up is subject to approval by *Our Administrator*.

ii. How to increase Annual Plan *Trip Cancellation Benefits*
If *You* have the Annual Plan and *You* want to increase the trip cancellation benefit from the standard coverage of $1,000 per *Insured Person* per *Covered Trip* and $5,000 total per Annual Plan *Certificate* per *Policy Year*, *You* can apply for the following increases if each *Insured Person* meets the applicable eligibility criteria described in this section. The higher limits available are:
■ $1,500 per *Insured Person* per *Covered Trip* with an overall maximum of $7,500 for all *Insured Persons* and all *Covered Trips* per Policy;
■ $3,000 per *Insured Person* per *Covered Trip* with an overall maximum of $15,000 for all *Insured Persons* and all *Covered Trips* per Policy.
NOTE: There will be an additional premium charged.

Section 4: When is a Medical Questionnaire Required?

Customers who are 55 years of age or older, and applying for top-up coverage will need to answer some medical questions to determine if insurance can be provided. In these cases, the premium for the top-up of coverage will be based on the answers to the medical questions. Some applicants may not qualify for a top-up of coverage based on their responses to the medical questions.

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* for the Annual Plan begins when the *Insured Person* departs on a *Covered Trip* and ends on the earlier of:
■ the date the *Insured Person* returns from the *Covered Trip*;
■ 11:59 p.m. ET on the 17th day of the *Covered Trip* if *You* do not have top-up coverage;
■ 11:59 p.m. ET on the last day of *Your* top-up coverage shown in the most recent *Declaration of Coverage*; and
■ the date this *Certificate* terminates.

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 Medical Evidence Required.

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*. No overall maximum per *Policy Year*.
■ *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 occurs as a result of 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.

LIMITATION: This benefit will be reduced by any amount paid or payable under a Trip Interruption benefit to return the *Insured Person* to his or her point of departure.

■ 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.

LIMITATION: This benefit will be reduced by any amount paid or payable under a Trip Interruption benefit to return the Travelling Companion to the place of departure if the Travelling Companion is also an Insured Person under this *Certificate*.

■ 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 *Your* age on the *Effective Date* of *Your Certificate*. 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 65	*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*.
Customers age 65 and Older	*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*.
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 *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.
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*.

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.
For example, under the Annual Plan, no benefit will be paid with respect to a *Medical Emergency* that occurs after 11:59 p.m. ET on the 17th day of a *Covered Trip*, if *You* have not purchased top-up coverage for the trip.

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 *Your* Insurance Covers – Trip Cancellation Coverage, Limitations and Exclusions

We will pay up to the maximum benefit payable for trip cancellation coverage (with respect to an *Insured Person* if he or she is required to cancel a *Covered Trip* due to a *Covered Cause for Cancellation* that occurs during the *Trip Cancellation Coverage Period*.

We will not pay a benefit for the following:

1. *Pre-Existing Condition*
– a *Medical Condition* of the *Insured Person* that relates to or results from a *Pre-Existing Condition*. See Section 7, *Medical Emergency* Insurance Exclusions, 1. *Pre-Existing Condition* for additional details of the *Stability* period that applies to *You*.

2. Reasonably Foreseeable Conditions
– a sickness, accidental injury or quarantine of the *Insured Person* that was reasonably foreseeable when the *Trip Cancellation Coverage Period* began.

3. Cancellation penalties arising after a *Covered Cause for Cancellation*
– *We* will only pay benefits for cancellation penalties in effect on the date the *Covered Cause for Cancellation* arises, so it's important to cancel *Your* travel plans promptly.

4. Travel points
– except for TD Travel Points earned with *Your* TD First Class Travel® Visa Infinite* Card, or *Your* TD Aeroplan® Visa Infinite* Card, *We* will not pay any benefit in connection with the value of frequent flyer plan points that have been lost or wasted.

Section 9: What *Your* Insurance Covers – Trip Interruption Coverage, Limitations and Exclusions

The Annual Plan offers coverage up to the maximum benefit payable for trip interruption coverage if an *Insured Person* is prevented from continuing a *Covered Trip* because of a *Covered Cause for Interruption* that occurs during the *Trip Interruption Coverage Period*.

We will not pay a benefit for the following:

1. *Pre-Existing Conditions*
– a *Medical Condition* of the *Insured Person* that relates to or results from a *Pre-Existing Condition*. See Section 7, *Medical Emergency* Insurance Exclusions, 1. *Pre-Existing Condition* for additional details of the *Stability* period that applies to *You*.

2. Reasonably foreseeable conditions
– a sickness, accidental injury or quarantine of the *Insured Person* that was reasonably foreseeable:

- when the *Insured Person* departed on the *Covered Trip*; or
- on the date *You* purchased top-up coverage

3. Interruption outside of the Coverage Period
– an interruption that occurs before the *Trip Interruption Coverage Period* begins or after it ends.
For example, *We* will not pay a benefit for an interruption that occurs after 11:59 p.m. ET on the 17th day of a *Covered Trip*, unless *You* have top-up coverage.

4. Pre-paid expenses
– amounts that become non-refundable after the *Covered Cause for Interruption* occurs.
NOTE: Only pre-paid expenses that are non-refundable on the day the *Covered Cause for Interruption* occurs will be eligible for the purposes of the claim, so it's important to call *Our Administrator* immediately to discuss alternate arrangements.

5. Causes not covered
– interruption of a *Covered Trip* for any reason other than those listed under *Covered Cause for Interruption*.

6. Travel points
– except for TD Travel Points earned with *Your* TD First Class Travel® Visa Infinite* Card, or *Your* TD Aeroplan® Visa Infinite* Card, *We* will not pay any benefit in connection with the value of frequent flyer plan points that have been lost or wasted.

7. Unused Return Travel
– the cost of prepaid unused return travel.

Section 10: 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 11: What to Do if *You* Need to Cancel or Interrupt a Trip

If *You* need to cancel or interrupt a trip because of a *Covered Cause for Cancellation* or *Interruption*, *You* must call to let *Our Administrator* know immediately or as soon as is reasonably possible at the 24-Hour Emergency Assistance number:
■ from Canada or the U.S., toll-free, 1-800-359-6704; or
■ from other countries, 416-977-5040, collect.
For Trip Cancellation, the benefit is limited to the travel supplier's cancellation penalties in effect on the date the *Covered Cause for Trip Cancellation* occurs.

For Trip Interruption, *You* will only be reimbursed for eligible expenses that are non-refundable on the day the *Covered Cause for Trip Interruption* occurs. It is important to notify *Our Administrator* within 48 hours or as soon as reasonably possible. All transportation expenses and certain other expenses are only covered if *Our Administrator* pre-approves them. To make a claim for a cancelled or interrupted trip, follow the instructions in Section 12: How to Make a Claim.

Section 12: 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 10: 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 18: General Conditions - 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 18: 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 13: 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.

Trip Cancellation or Trip Interruption claim
Once the *Insured Person* has cancelled his or her trip with the travel supplier, call *Our Administrator*, toll-free at **1-800-359-6704** (from Canada or the U.S.) or **416-977-5040**, collect (from other countries).
Our Administrator will provide *You* with a claim form that *You* must complete and submit with documentation to support the claim, including the following:
■ original invoice, original tickets (including any unused coupons), original vouchers, and original itinerary;
■ proof that cancellation or interruption resulted from a *Covered Cause for Cancellation* or *Covered Cause for Interruption*.
This may include a medical *Certificate*, *Physician's* written statement or death certificate; and
■ a signed "Release of Medical Information" authorization to allow *Us* to get any further information *We* need to review the claim.
The *Insured Person* must also provide evidence of the actual departure date from his or her province or territory of residence.

Section 13: How to Contact *Our Administrator*

24-hour Emergency Assistance Number
To report a *Medical Emergency*, make arrangements with respect to trip interruption or trip cancellation, or to apply for top-up coverage, 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 14: 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; 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 15: Annual Plan Review

Your Annual Plan will automatically renew on the *Anniversary Date* if:
■ *You* provided instructions to renew automatically;
■ *We* have a valid credit card on file on *Your Anniversary Date*;
■ no *Insured Person* under the *Certificate* is 85 years of age or older on the *Anniversary Date*; and
■ *We* receive and accept the renewal premium.

To renew an Annual Plan, *You* can contact *Our Administrator* before *Your Anniversary Date* to arrange for payment at **1-800-293-4941** (toll-free) or at **416-977-2039** from 8 a.m. to 9 p.m. ET, Monday to Saturday.
If there have been any changes to the insurance coverage, *We* will send *You* a new *Certificate*; otherwise, *Your* most recent *Certificate* will continue to apply. If *You* wish to cancel *Your* insurance, *You* can do so as described in the following section.

Section 16: When *Your Certificate* Terminates

If *You* do not renew *Your* Annual Plan, it will terminate on *Your Anniversary Date*.
NOTE: Refer to Section 5: *Medical Emergency Coverage Period* for details on Automatic Extension of Certificate in a *Medical Emergency*.

Cancelling *Your* Annual Plan
You have ten (10) days from the date *You* receive *Your Certificate* to cancel coverage and receive a full refund of any premium paid. All requests for cancellation of the Annual Plan must be made to *Our Administrator*, in writing or by phone (see Section 13: How to Contact *Our Administrator*). The following table explains how and when cancellations may take place.

How To Cancel	When Can *You* Cancel	Premium Refund/Fees
• **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.	No later than ten (10) days from the date *You* receive *Your Certificate*, replacement *Certificate* or renewal notice.	Full refund

Section 17: Premiums and Premium Refunds

Please note that premium rates can be changed without notice.
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*; or
– if applicable, the *Anniversary Date* on which *Your Certificate* is renewed;
■ premiums in effect at the time of *Your Application*; and
■ *Your* coverage type (Single, Couple, Family).
The minimum premium for top-up coverage, is $15.
If *You* cancel *Your* insurance, some or all of *Your* premiums may be refunded, as described under Section 16: When *Your Certificate* terminates.

Section 18: 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 12: 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 Policy Holder*
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* "*your"* mean any person, or that person's authorized representative, who has requested from us, or offered to provide a guarantee for, any product, service or account offered by us in Canada. The words "*we*", "*us"* and "*our"* mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word *"Information"* means personal, financial and other details about you that you provide to us and we obtain from others outside TD, including through the products and services you use.
You acknowledge, authorize and agree as follows:

COLLECTING AND USING YOUR INFORMATION
At the time you request to begin a relationship with us and during the course of our relationship, we may collect Information including:

- details about you and your background, including your name, address, contact information, date of birth, occupation and other identification
- records that reflect your dealings with and through us
- your preferences and activities.
  This Information may be collected from you and from sources within or outside TD, including from:
- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- other financial or lending institutions
- organizations with whom you make arrangements, other service providers or agents, including payment card networks
- references or other information you have provided
- persons authorized to act on your behalf under a power of attorney or other legal authority
- your interactions with us, including in person, over the phone, at the ATM, on your mobile device or through email or the Internet
- records that reflect your dealings with and through us

You authorize the collection of Information from these sources and, if applicable, you authorize these sources to give us the Information.

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

- verify your identity
- evaluate and process your application, accounts, transactions and reports
- provide you with ongoing service and information related to the products, accounts and services you hold with us
- analyze your needs and activities to help us serve you better and develop new products and services
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with you
- help us collect a debt or enforce an obligation owed to us by you
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

DISCLOSING YOUR INFORMATION
We may disclose Information, including as follows:

- with your consent
- in response to a court order, search warrant or other demand or request, which we believe to be valid
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us
- to suppliers, agents and other organizations that perform services for you or for us, or on our behalf
- to payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you
- on the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death
- when we buy a business or sell all or part of our business or when considering those transactions

- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law.

SHARING INFORMATION WITHIN TD

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

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

You may not withdraw your consent for these purposes.

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

ADDITIONAL COLLECTIONS, USES AND DISCLOSURES

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

Credit Reporting Agencies and Other Lenders – For a credit card, line of credit, loan, mortgage or other credit facility, merchant services, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca. Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

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

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

With regard to life and health insurance, we may also obtain a personal investigation report prepared in connection with verifying and/or authenticating the information you provide in your application or as part of the claims process. With regard to home and auto insurance, we may also obtain Information about you from credit reporting agencies at the time of, and during the application process and on an ongoing basis to verify your creditworthiness, perform a risk analysis and determine your premium.

We may use your Information to:

- determine your eligibility for insurance coverage
- administer your insurance and our relationship with you
- determine your insurance premium
- investigate and adjudicate your claims
- help manage and assess our risks and operations.

We may share your Information with any health-care professional, medically-related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities. If we collect your health-related Information for the purposes described above, it will not be shared within TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

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

- tell you about other products and services that may be of interest to you, including those offered by other businesses within TD and third parties we select
- determine your eligibility to participate in contests, surveys or promotions
- conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services
- contact you by telephone, fax, text messaging, or other electronic means and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods.

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

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

Telephone and Internet discussions – When speaking with one of our telephone service representatives, internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

MORE INFORMATION

This Agreement must be read together with our Privacy Code which includes our Online Privacy Code and our Mobile Apps Privacy Code. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Agreement and our privacy practices, visit www.td.com/privacy or contact us for a copy.

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