

TDBFG Ombudsman's Office Mandate and Process

The Ombudsman's Office has the mandate to act as an intermediary between customers and their business area within TD Bank Financial Group ("TDBFG") or one of its Canadian subsidiaries or businesses (including TD Waterhouse Discount Brokerage and TD Waterhouse Private Investment Advice). The Ombudsman's Office will review customer concerns that remain unresolved after handling through TDBFG's internal dispute resolution process.

The Ombudsman's Office will conduct a thorough and impartial investigation of all of the issues relating to customers' concerns. We review the issue and documentation with both the customer and the area of the TDBFG involved so that we fully understand the customer's instructions and expectations, what level or type of service that the business area agreed to deliver, and the reasons why the customer's expectations were not met.

The objective of the Ombudsman's Office is to come to a fair and reasonable resolution on behalf of TDBFG and the customer. The time to investigate customer concerns can vary and it is not unusual for an investigation to be outstanding for a 90-day period. More complex cases can encompass a longer timeframe especially those involving investments. The time for investigation commences from the date we receive a signed consent from the customer.

The Ombudsman service:

- is voluntary, confidential and provided without charge;
- is an opportunity for transparent and candid discussion;
- is an effective alternative to the court system for resolving customers' concerns;
- provides TDBFG and its clients with an independent and final review of unresolved issues;
- provides TDBFG independent feedback regarding its own services, products and operations;
- when appropriate, may make recommendations to resolve issues where our investigation finds TDBFG's actions or inactions contribute directly to client costs or losses.

The TDBFG Ombudsman service does not:

- investigate concerns about the charging of service fees, interest rates, penalties related to investment or mortgage breakage costs or other matters of general policy;
- deal with issues that are in litigation, or transactions for which TDBFG records no longer exist;
- reverse or remake credit decisions although in some cases we may review the process to ensure the proper policies and procedures were followed;
- reverse or remake underwriting decisions such as insurance claim decisions;
- offer legal or regulatory opinions or findings; nor
- provide a stay or extension or waiver of any formal proceedings or limitation periods outside the Ombudsman service which may be applicable to any dispute between you and TDBFG, unless agreed to in writing, by my office.

In order to assist, we need to obtain personal and confidential information from customers and TDBFG.

In the course of our investigation, the Ombudsman's Office will convene, consider and discuss complaints with TDBFG and any other individuals or companies involved or impacted by documented concerns, and may request, hold and share copies of documentation with such parties. Customers agree that while their concerns may only be the focus of one business within TDBFG; the Ombudsman's Office may review all of their accounts and services held with TDBFG. However, in these cases we will only share information with the area of TDBFG their concerns are about, if those accounts and services are held with them.

We agree that with customers that all communications with the Ombudsman will be kept private and confidential between the customer, TDBFG and the Ombudsman's Office.

The Ombudsman service is a cost-effective alternative to the court system. During the Ombudsman review, customers do not surrender any rights to pursue complaints in the courts. Should a customer elect to pursue their complaint in the courts prior to the completion of our review, we will cease our review. Should a customer, at any time, participate in a legal proceeding with respect to this complaint against TDBFG, they agree not to seek to have the Ombudsman representative(s) produce its files and records nor to testify or give evidence. If a complaint is not resolved to a customer's satisfaction, they may tell others about the circumstances of their complaint before it reached the Ombudsman's Office.

TDBFG agrees to the same conditions in its dealings with the Office of the Ombudsman.

We request that customers acknowledge understanding of, and agreement to, the foregoing by signing a copy of a letter detailing the Ombudsman mandate, terms and process.