# TD

#### **TD Insurance**

# TD Insurance TD 55+ Extended Stay Travel Medical Insurance Distribution Guide

#### **Name of Insurance Product**

TD 55+ Extended Stay Travel Medical Insurance

#### **Type of Insurance Product**

**Group Travel Insurance** 

#### Name and Address of Insurer:

TD Life Insurance Company P.O. Box 1 TD Centre Toronto, Ontario M5K 1A2

Phone: 1-888-788-0839

#### Name and Address of the Administrator:

Allianz Global Assistance P.O. Box 277 Waterloo, Ontario N2J 4A4

Phone: 1-800-293-4941

416-977-2039 Fax: 519-742-9471

#### Name and Address of the Distributor:

The Toronto-Dominion Bank P.O. Box 1 TD Centre Toronto, Ontario M5K 1A2

#### Responsibility of the Autorité des marchés financiers

The Autorité des marchés financiers does not express an opinion on the quality of the product offered in this guide. The Insurer alone is responsible for any discrepancies between the wording of the guide and the policy.

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#### INTRODUCTION

This Distribution Guide describes TD 55+ Extended Stay Travel Medical Insurance (55+ Extended Stay), underwritten by TD Life Insurance Company ("We", "Us", "Our") under the Group Policy Tl002 issued to The Toronto-Dominion Bank (the "Policyholder" or "TD Canada Trust"). It will help you make a knowledgeable decision about the type of coverage that best suits your needs without the presence of an insurance advisor.

All benefits under the *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 the *Certificate*. The *Group Policy* is on file at the office of the Policyholder and upon request, *you* are entitled to examine and receive a copy of the *Group Policy*.

Terms in italic throughout this Distribution Guide are defined in the "DEFINITION" section.

# DESCRIPTION OF THE PRODUCT OFFERED NATURE OF THE COVERAGE

This product is intended to cover *Insured Persons* over the age of 55 for up to \$5,000,000 in *Medical Emergency Coverage* while travelling outside their home province for more than 30 days. *Insured Persons* must undergo medical underwriting to be eligible for this product.

Additional benefits covered by the product are up to \$5,000 towards services performed and supplies deemed necessary by a registered nurse and emergency return home coverage, including one-way economy air fare and a stretcher if required.

The Certificate is voidable by us and no benefits will be payable for:

- Failure to disclose all *Medical Conditions*, current medications, prescribed medications and periods of *Hospitalization* in response to the medical questions asked, or
- Failure to fully, completely and accurately answer the medical questions asked in the telephone interview with *our Administrator*.

#### **SUMMARY OF SPECIFIC FEATURES**

55+ Extended Stay provides *Medical Emergency Coverage* for up to \$5,000,000 per *Covered Trip*. Please refer to the table under "AMOUNT OF THE PROTECTION" in this Distribution Guide.

#### PERSONS TO WHOM PROTECTION APPLIES

You can apply for insurance by calling our Administrator and completing an Application by telephone. You can apply for an extension of insurance by calling our Administrator at the 24Hour Assistance line and completing an Application by telephone. The telephone number is 1-800-359-6704 from Canada or the United States, or from any other countries, you can call collect at 416-977-5040.

You may apply for coverage if:

- you are at least 55 years old on the Effective Date of your 55+ Extended Stay plan;
- you are a Resident of Canada;
- you are covered under a GHIP;
- you are a TD Bank Group customer;
- you are in Canada when you enroll in the coverage;
- you have answered medical questions to determine whether you are eligible for this coverage;
- the information you provide in your Application is true and complete; and
- you enroll in the insurance no earlier than 120 days before the Effective Date of your 55+ Extended Stay.

You are not eligible for coverage if:

- in the past 5 years you have been diagnosed with, been treated for, been prescribed or taken medication for Dementia or Alzheimer's disease;
- you have been diagnosed with a terminal illness for which a *Physician* has estimated you have less than 6 months to live;
- you have been advised by a Physician not to travel at this time;
- in the last 12 months you have been prescribed or taken home oxygen for a lung condition;
- during the last 12 months prior to the date of this *Application you* have been hospitalized as an inpatient or in the emergency department for a heart condition;
- during the last 12 months prior to the date of this *Application you* have had a stroke or transient ischemic attack (TIA) or mini stroke;
- you require kidney dialysis.

#### **Eligibility for the Trip Extension Coverage**

If you have already purchased the 55+ Extended Stay plan, you can apply to extend the period of coverage if you meet the applicable eligibility criteria described in this section, except that:

- you do not have to be in Canada when you buy this extension of coverage; and
- you can apply either before or after you depart on your Covered Trip as long as:
  - o you have not suffered a Medical Emergency before your Application for this extension of coverage;
  - o you apply before 11:59 p.m. EST on the date on which the original coverage terminates; and
  - the Covered Trip is from 30 days but no longer than the maximum number of days allowed under your GHIP for travel outside of Canada.

#### NOTE:

- There will be an additional premium for the extension of coverage.
- The date of departure counts as one full day when you are calculating the length of your trip.

#### **AMOUNT OF THE PROTECTION**

The following tables illustrate the Maximum Benefit Limits.

You have purchased 55+ Extended Stay:

Benefits	Maximum Benefit Limits
Medical Emergency Coverage	Up to \$5,000,000
Private Duty Nursing	Up to \$5,000
Professional Fees (Physiotherapist, Chiropractor, etc.)	Up to \$300 per profession
Accidental Dental	Up to \$2,000
Emergency Return Home	One-way economy air fare
Bedside Companion Benefit	Round trip economy air fare and up to \$1,500 for meals and accommodation for the bedside companion
Travelling Companion Benefit	One way economy air fare
Meals and Accommodation	Up to \$3,500
Incidental Hospital Expenses	Up to \$500
Return and Escort of Children	One way economy air fare and escort if required by airline
Pet Return	Up to \$500
Vehicle Return	Up to \$2,000
Return of Deceased	Up to \$10,000

#### RISKS COVERED BY THE INSURANCE

#### **Medical Emergency Coverage Period**

The Medical Emergency Coverage Period begins on the later of:

- your Effective Date, shown in the Application or most recent Declaration of Coverage;
- when you actually depart on the Covered Trip,

and ends on the earlier of:

- your scheduled expiry date, shown in the Application or most recent Declaration of Coverage;
- the date you actually return;
- the date the Certificate terminates.

The Medical Emergency Coverage Period for the 55+ Extended Stay plan will not end if you temporarily return to your province or territory of residence before the termination date of your 55+ Extended Stay plan provided that:

- you have not incurred or submitted a claim under this *Certificate* or suffered a *Medical Emergency* during the *Covered Trip* or during your temporary return to your 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 your
  province or territory of residence; and
- your Medical Condition has not changed during your temporary return to your province or territory of residence; and
- you are fit to resume travel on your Covered Trip.

#### **Automatic Extension of Certificate in a Medical Emergency**

If you are 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.

#### AMOUNT OF THE COVERAGE

Eligible Medical Emergency Expenses Includes:

#### 1. Medical Emergency Coverage

Up to \$5,000,000 per Covered Trip. No overall maximum per policy year.

#### 2. Hospital Benefit

Covered as part of the overall benefit. Attendance at a *Hospital* or appropriate medical facility for *Treatment* as an in-patient, out-patient and emergency basis; that has been approved in advance by *our Administrator*.

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

#### 3. Physicians' Bills

#### 4. Private Duty Nursing

• Up to \$5,000 for services performed and supplies deemed necessary by a registered nurse.

#### 5. Diagnostic Services

- Charges for diagnostic tests, laboratory tests and X-rays which are:
  - o prescribed by the treating Physician; AND
  - o 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.

#### 6. Ambulance

• Charges for an emergency ambulance service to the nearest approved *Hospital*.

#### 7. Air Ambulance

- Charges for an emergency air ambulance, if our Administrator:
  - o determines that the *Insured Person*'s physical condition precludes the use of any other means of transportation;
  - o makes the determination before the service is provided;
  - o pre-approves this service; AND
  - o arranges this service.

#### 8. Prescriptions

Reimbursement of prescription drugs required for Treatment of a Medical Emergency while in Hospital, excluding vitamins
and patent, proprietary and experimental drugs.

#### 9. Professional Fees

- Up to a maximum of \$300 per profession for expenses incurred as a result of a covered *Medical Emergency* which requires *Treatment* by a licensed physiotherapist, chiropractor, chiropodist, podiatrist or osteopath:
  - Treatment must be required for the immediate relief of an acute symptom, or that, according to a Physician, cannot be
    delayed until you return to your province or territory of residence.
  - Treatment must be ordered by a Physician during the Covered Trip and received by a licensed professional as described under this benefit.

#### 10. Accidental Dental

- Up to a maximum of \$2,000 for a dental treatment that is required during the 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*. *Treatment* for emergency relief of dental pain is covered separately up to a maximum of \$200.

#### 11. Medical Appliance

- Charges for the following medical appliances when these are required as a result of a *Medical Emergency* and prescribed by a *Physician*:
  - o casts;
  - o crutches;
  - trusses;
  - o braces;
  - slings;
  - o splints;
  - o medical walking boots;
  - o rental of a walker; and or
  - o rental of a wheelchair.

#### 12. 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 as a result of a *Medical Emergency*, our *Administrator* determines that *you* should return to *your* province or territory of residence; **AND**
  - o ur Administrator approves the transportation in advance.

#### 13. Bedside Companion Benefit

- The cost of one round-trip economy airfare from their province or territory of residence and up to \$150 per day, to a
  maximum of \$1,500 for food and accommodation AND
  - o if you are Hospitalized because of a covered Medical Emergency and are expected to remain Hospitalized for at least three consecutive days, AND
  - o *our Administrator* approves this benefit in advance.

#### 14. Travelling Companion Benefit

- The cost of a single one-way economy airfare for a Travelling Companion to return to his or her city of departure if:
  - you have a Medical Emergency that makes it necessary for the Travelling Companion to stay beyond their scheduled return date; <u>AND</u>
  - o *our Administrator* approves the travel in advance.

#### 15. Meals and Accommodation

- Up to \$350 per day to a maximum of \$3,500, for your:
  - o commercial accommodations and meals;
  - o essential telephone calls and internet usage fees;
  - o taxi fares (or rental car in lieu of taxi fares);
    - If, upon a *Physician's* discretion *you*, or *your Travelling Companion*, are relocated to receive medical attention, for a
       *Medical Emergency* condition covered under this insurance; <u>OR</u>
    - you are delayed beyond your return date in order to receive Medical Emergency Treatment; OR
    - your Travelling Companion requires Medical Emergency Treatment for any Medical Condition covered under this insurance.

**NOTE:** Subject to both the advice of a *Physician* and the pre-authorization from *our Administrator*.

#### 16. Incidental Hospital Expenses

• Up to \$50 per day to a maximum of \$500, for *your* incidental hospital expenses (telephone calls, television rental, parking), while *you* are *Hospitalized* for at least 48 hours.

#### 17. Return and Escort of Children

- If Children or grandchildren are travelling with you or join you during your Covered Trip and you are Hospitalized for more than 24 hours or you must return to your province or territory of residence because of your Medical Emergency covered under this insurance, this insurance covers:
  - the lesser of the cost of a one-way economy air fare on a commercial flight via the most cost effective route for the
    return of those *Children* to their province or territory of residence or the cost incurred to change the return date of
    existing air fare on a commercial flight; **AND**
  - the cost of a return economy air fare via the most cost effective route on a commercial flight for an escort, if the airline requires that the *Children* be escorted.

#### 18. Pet Return

- Cost of one-way transportation up to a maximum of \$500 to return *your* domestic dog(s) or cat(s) to *your* province or territory of residence if:
  - your domestic dog(s) or cat(s) travel with you during your Covered Trip and you must return to your province or territory of residence because of your Medical Emergency covered under this insurance, AND
  - o *our Administrator* approves this benefit in advance.

#### 19. Vehicle Return

- Up to \$2,000 toward the cost of returning *your* vehicle to *your* province or territory of residence or, the nearest appropriate vehicle rental agency if:
  - o you are unable to return the vehicle because of a Medical Emergency; AND
  - o *our Administrator* arranges for the return of the vehicle.

#### 20. Return of Deceased

- Up to \$10,000 toward the cost for preparation and transportation of your remains from the place of death to your city of residence OR;
  - o the burial or the cremation of *your* remains where *your* death occurred **AND** 
    - one roundtrip economy airfare if:
    - an Immediate Family Member is required to identify or obtain release of the deceased; AND
    - our Administrator approves this transportation in advance.

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

#### PERSON TO WHOM THE BENEFIT WILL BE PAID

Benefits under the *Certificate* are payable to *you* or, on *your* behalf, to *your* medical provider. *You* do not have the right to choose the beneficiary of any benefits payable under the *Certificate*.

#### THE AMOUNT OF THE PREMIUMS AND THE PAYMENT FREQUENCY

Premiums for the Certificate will be based on:

- your age as of the Effective Date of your Certificate; AND
- the medical information provided when you apply; **AND**
- premiums in effect at the time of your Application; AND
- the duration of your Covered Trip.

### THE EFFECTIVE DATE OR THE EXPIRY DATE OF THE INSURANCE CONTRACT AND THE CONDITIONS ATTACHED THERETO

If the following conditions have been met, *your Certificate* takes effect on the *Effective Date* as set out in *your Application* or, if applicable, *your* most recent *Declaration of Coverage*:

- you meet the eligibility criteria for insurance;
- you apply for insurance;
- you provide us with accurate and complete evidence of insurance;
- you pay the required premium at time of enrollment; AND
- you have confirmation that your insurance has been issued, as explained in the section "CONFIRMATION OF THE INSURER" of this Distribution Guide.

#### **Expiry of Insurance**

Your Certificate will terminate on the earliest of:

- the scheduled return date in your Application, or if applicable, the most recent Declaration of Coverage;
- the date you return to your province or territory of residence from the Covered Trip;
- the date you are no longer eligible for coverage;
- the date your insurance is canceled because of a change in Medical Condition before departing on the Covered Trip;
- the date your request to cancel your Certificate is effective.

If you wish to cancel your insurance, you can do so as described in the section "CANCELLATION".

#### **CONFIRMATION OF THE INSURER**

You will have confirmation of insurance once:

- you receive a Certificate Number; AND
- our Administrator sends a Declaration of Coverage.

#### **EXCLUSIONS, RESTRICTIONS OR REDUCTIONS IN COVERAGE**

You are required to contact our Administrator if there is a change in your medical status during the period that starts after enrollment and ends immediately prior to your departure on the Covered Trip. Failure to provide information related to any such change may render the Certificate voidable by us in which case no benefits will be payable.

#### **Applicable to Medical Coverage**

#### **CAUTION**

#### 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.
- If the *Medical Emergency* is not reported as required, the maximum benefit payable with respect to the *Medical Emergency* will be reduced to 80% of the *Eligible Medical Emergency Expenses*, to a limit of \$30,000.

#### 2. General

• The benefits payable under the *Certificate* will be the actual cost of *Eligible Expenses* less any amounts recoverable under *your GHIP* and/or any other insurance or health plan coverage *you* may have.

#### 3. 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
  - o 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.

#### 4. Medical Emergency occurring outside the Coverage Period

• No benefit will be payable with respect to a *Medical Emergency* that occurs outside the *Coverage Period*.

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

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

#### 5. Failure to transfer to an appropriate Facility for Treatment

- We, reserve the right to transfer you to an appropriate medical facility or to your province or territory of residence for further Treatment in consultation with your treating Physician.
- Refusal to comply with an arranged transfer will release *us* of any liability to pay any expenses incurred after the scheduled transfer date.

#### 6. Recurrence

• A Medical Emergency is considered to have ended when medical evidence indicates that you are able to return to your 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 if you choose not to return.

#### 7. Failure to obtain 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.

#### 8. 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, including any *Treatment*, surgery or medication which medical evidence indicates that *you* could have returned to *your* province or territory of residence to receive.

#### **Applicable to All Coverage**

#### **CAUTION**

You can find limitations and exclusions that apply specifically to particular benefits in the description of those benefits. In addition, for all benefits, this insurance 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 your Physician

#### 2. Alcohol or drug abuse

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

#### 3. Intentionally inflicted injuries

• intentionally inflicted injuries; suicide or attempted suicide, committed while you are either sane or insane

#### 4. Pregnancy

- pregnancy or childbirth within nine weeks of expected delivery date;
- any complication relating to pregnancy that occurs in the last nine 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 you hold 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

• Treatment if you specifically purchased this insurance to obtain such Treatment whether or not it was authorized by a Physician

#### 8. Commuting

• any trip that is primarily for the purpose of commuting to or from your usual place of employment

#### 9. Travel advisories

a specific or related Medical Condition which you contracted in a foreign country, region or city if before you left your
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 your Covered Trip

#### 10. 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

#### 11. 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

#### 12. Mental disorders

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

#### 13. Crime

• participation in a criminal offence including driving while impaired or over the legal limit

#### 14. Misrepresentation

• regarding any *Medical Condition* for which *you* gave *us* or *our Administrator* false or inaccurate information about any diagnosis, *Hospitalizations*, *Treatment*, prescriptions or medications

#### 15. Inaccurate evidence of insurability

 failure to provide accurate and complete evidence of insurability as described under "PERSONS TO WHOM PROTECTION APPLIES"

#### **General Conditions**

Proof of loss and timely reporting

If you are making a claim, you must send our Administrator the appropriate claim forms, together with written proof of loss (e.g. original invoices and tickets, medical and/or death certificates as soon as possible. In every case, you must report your claim 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 you medically when and as often as may be reasonably required.

#### **Subrogation**

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

- transferring to us the debt or obligation owing to you from the other person or entity;
- 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 you are 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 or other applicable legislation. All actions or proceedings against *us* must be brought in the province or territory in which the *Certificate Holder* was resident at the *Effective Date* of this *Certificate* and will be governed by the laws of that province or territory, without reference to its conflicts of law rules.

#### **False claim**

If you make a claim knowing it to be false or fraudulent in any respect, you will not 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 *your* failure 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 *you* 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").

#### **CANCELLATION**

All requests for cancellation of the 55+ Extended Stay plan must be made to *our Administrator*, in writing or by phone. Please refer to "HOW TO CONTACT OUR ADMINISTRATOR" in this Distribution Guide.

Cancellations may take place:

by phone – cancellation will be effective on the date of your call; OR

by written, mailed request - cancellation will be effective on the post-marked date of your request.

If you cancel your insurance, your premiums may be refunded as follows:

- cancellations before the Effective Date on your Application or Declaration of Coverage will receive a full refund; or
- cancellations after the Effective Date where no claim has been opened will receive a pro-rated refund less a \$15 administrative fee.

#### **End of the Insurance Coverage**

Your Certificate will terminate on the earliest of:

- the scheduled return date in *your Application* or, if applicable, the most recent *Declaration of Coverage*;
- the date you return to your province or territory of residence from the Covered Trip;
- the date you are no longer eligible for coverage;
- the date your 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:** If you are 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*.

#### **Other Information**

In order to obtain further information regarding 55+ Extended Stay, you may:

- contact *our Administrator*'s customer service. Please refer to the section "HOW TO CONTACT OUR ADMINISTRATOR" of this Distribution Guide for additional information; OR
- refer to the *Certificate* of Insurance for 55+ Extended Stay which can be viewed online at www.tdinsurance.com/travel.

## PROOF OF LOSS OR CLAIM SUBMISSION OF A CLAIM – CLAIM NOTIFICATION

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 or benefits will be limited.

#### If you report the claim immediately

If our Administrator guarantees or pays *Eligible Expenses* on behalf of you then you must sign an authorization form allowing our Administrator to recover those expenses:

- from your GHIP;
- from any health plan or other insurance;
- through rights you may have against other insurers or other parties (see General Conditions, under "Subrogation").

If our Administrator pays Eligible Expenses that are covered under other insurance or another plan, you must help our Administrator to seek reimbursement as required.

You must also provide evidence of the actual departure date from your province or territory of residence. If requested, you must also confirm any return dates to your province or territory of residence.

**NOTE:** If our Administrator makes an advance payment for expenses that are ineligible under this Certificate, then you must reimburse us.

#### If you do not report the claim immediately

If you incur Eligible Medical Emergency Expenses without first contacting our Administrator for assistance and claim management, you 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;
- the actual departure date from *your* province or territory of residence (Proof includes, but not limited to, a flight itinerary, gas receipts or toll-road receipts);
- a copy of *your* completed claim form for *your* records.

See "HOW TO CONTACT OUR ADMINISTRATOR", under "Customer Service" for information on how to get a claim form.

#### **HOW TO CONTACT OUR ADMINISTRATOR**

24-Hour Emergency Assistance Number

To report a Medical Emergency, you can 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

You can also call this number to apply for an extension of coverage for a Covered Trip.

#### **Customer Service**

To obtain a claim form, cancel *your* insurance or for general inquiries, call *our Administrator* from 8 a.m. to 9 p.m. EST, 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

#### **INSURER'S REPLY**

We will notify you of a decision to approve your claim approximately 60 business days after receiving all documents and information required upon which to make a decision.

Once the required proof has been received and the claim has been approved, payment will be made by the Insurer within 30 days.

We will inform you of the claim denial and the reasons for such denial approximately within 60 business days after receiving all documents and information required upon which to make a decision.

#### APPEAL OF AN INSURER'S DECISION AND RECOURSE

If your claim is refused, you can appeal this decision by submitting new information to the Insurer. You may also consult the Autorité des marchés financiers or your own legal advisor.

#### **SIMILAR PRODUCTS**

Other travel insurance products may be offered by other insurance companies.

#### REFERRAL TO THE AUTORITÉ DES MARCHÉS FINANCIERS

For more information about the Insurer's obligation and the distributor's obligation to you, the customer, you can contact the Autorité des marchés financiers at:

#### Autorité des marchés financiers

Place de la Cité, Tour Cominar 2640 Laurier Blvd., 4th Floor Quebec, Quebec G1V 5C1

Telephone Numbers

Toll free: 1-877-525-0337 Quebec: 418-525-0337 Montreal: 514-395-0337

Internet: http://www.lautorite.qc.ca

#### **DEFINITIONS**

Defined terms are presented in the Italic format throughout this Distribution Guide.

**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 information *you* provide including the medical questions, and *your* answers to those questions that form:

- part of your Application;
- includes the guestions asked and answers given in connection with requests to extend a Coverage Period;
- is part of *your* insurance contract and is used to process *your* request for insurance.

**Certificate** means the *Certificate* of insurance issued by *us* which contains complete coverage details.

**Certificate Holder** means the TD Bank Group customer who has applied, and has been accepted under the 55+ Extended Stay plan.

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

**Coverage Period** means the *Medical Emergency Coverage Period* and is defined under "RISKS AND BENEFITS COVERED BY THE INSURER".

#### **Covered Trip** means a trip:

- made by you outside your province or territory of residence;
- that has a minimum duration of 30 days

And begins on the later of:

- your Effective Date, shown in the Application or most recent Declaration of Coverage;
- the date you actually depart on the Covered Trip,

And ends on the earlier of:

- your scheduled expiry date, shown in the Application or most recent Declaration of Coverage;
- the date you actually return;
- the date this Certificate terminates.

**NOTE:** Check with *your Government Health Insurance Plan (GHIP)* for regulations regarding extending *your* coverage when leaving *your* province or territory for a specific length of time. All *GHIP* have different maximum coverage limits on the number of days allowed outside of the province or territory before coverage will cease.

**NOTE:** Covered Trips do not include trips taken for the purpose of commuting to or from your usual place of employment.

**NOTE:** The departure date counts as one full day.

**Declaration of Coverage** means the document *our Administrator* sends to *you* when *you* enroll for coverage under the *Group Policy*. It includes *your Certificate Number* and confirms the coverage *you* have purchased.

**Child(ren)** means your children or grandchildren who are:

- unmarried:
- dependent on you for financial maintenance and support; and
  - o under 22 years of age, or
  - o under 26 years of age and attending an institution of higher learning, full-time, in Canada, or
- mentally or physically handicapped; and who are your natural, adopted or step-children/grandchildren and who are
  dependent on you for support.

**NOTE:** A *Child* does not include a child who is born while the child's mother is outside of her province or territory of residence during the *Covered Trip*. Such a child will not be insured with respect to that trip.

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

**Effective Date** means the date your Certificate takes effect. It is the date shown on your most recent Declaration of Coverage.

Eligible Expenses means Eligible Medical Emergency Expenses.

Eligible Medical Emergency Expenses are defined under "AMOUNT OF THE COVERAGE".

**Government Health Insurance Plan ("GHIP")** means a Canadian provincial or territorial government health insurance plan.

Group Policy means the Group Policy TI002 issued by TD Life Insurance Company to The Toronto-Dominion Bank.

#### Hospital means:

- an institution that is accredited and licensed by the appropriate authority as a hospital to treat patients on an in-patient, out-patient and emergency basis; or
- the nearest medical facility that has been approved in advance by our Administrator.

**EXCLUSION:** Hospital does not include chronic care, convalescent, rehabilitation or nursing home facilities.

**Hospitalized** or **Hospitalization** means to be an in-patient in a *Hospital*.

#### Immediate Family Member means your:

- 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
- your Spouse's grandparents, brothers-in-law and sisters-in-law.

#### Insured Person means a person:

- who is eligible to be insured under the Certificate;
- for whom the required premium has been paid; and
- on whom insurance has been issued under the Certificate.

**Medical Condition** means an irregularity in *your* health which required or requires medical advice, consultation, investigation, *Treatment*, care, service or diagnosis by a *Physician*.

**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*.

**Medical Emergency Benefit** means, subject to the Maximum Benefit Limits described under "AMOUNT OF THE PROTECTION" less all amounts payable under a *GHIP* or any group or individual health plans or insurance policies. *Medical Emergency Coverage Period* is defined under "RISKS AND BENEFITS COVERED BY THE INSURER".

**Physician** means a *Physician* 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 related to *you* by blood or marriage.

#### **Pre-Existing Condition** means a Medical Condition:

- for which symptoms appeared in the Pre-Existing Condition Period;
- that was investigated, diagnosed or Treated during the Pre-Existing Condition Period, where Treatment includes medication; or
- for which further investigation was recommended or prescribed, or for which a change in *Treatment* was recommended (including a change in medication or dosage) during the *Pre-Existing Condition Period*.

Pre-Existing Condition Period is the period of time that ends immediately before the Coverage Period.

**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.

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

#### **Spouse** means:

- the person you are legally married to; or
- the person you have lived with for at least one (1) year and publicly refers to as his or her domestic partner.

**Stable** means the *Medical Condition* is not worsening and there has been no alteration in any medication for the condition or its usage or dosage, nor any *Treatment* prescribed or recommended by a *Physician* or received within the period specified in this *Certificate*.

**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 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 Extension is defined under "PERSONS TO WHOM PROTECTION APPLIES".

You, your and yours mean the Insured Person.

We, us, our and ours mean TD Life Insurance Company.

This is the end of the Distribution Guide.

#### Schedule 1 (section 2) NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

NOTICE GIVEN BY A DISTRIBUTOR Section 440 of the Act respecting the distribution of financial products and services

THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.

- The Act allows you to rescind the insurance contract you have just signed when signing another contract, without penalty, within 10 days of its signature. The insurer offers you 10 days from the issuance of the certificate of insurance to rescind this insurance product. To do so, you must give notice by registered mail within that delay to insurer at the address below. You may use the attached model for this purpose.
- Despite the rescission of the insurance contract, the first contract entered into will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of the rescission of this insurance contract; contact your distributor or consult your contract.
- After the expiry of the 10-day delay, you may rescind the insurance at any time; however, penalties may apply.

For further information, contact the Autorité des marchés financiers at (418) 525-0337 or 1-877-525-0337.

### NOTICE OF RESCISSION OF AN INSURANCE CONTRACT To: TD Life Insurance Company P.O. Box 1 TD Centre Toronto, Ontario. M5K 1A2 (date of sending of notice) Certificate # Pursuant to section 441 of the Act respecting the distribution of financial products and services, I hereby rescind the insurance certificate issued under group master policy no.:TI002. Entered into on: \_\_ \_\_ In: \_\_ (place of signature of contract) (date of signature of contract) (name of client) (signature of client) The distributor must first complete this section.

Sections 439, 440, 441, 442 and 443 of the Act must be reproduced on the back of this notice.

This document must be sent by registered mail.

439. A distributor may not subordinate the making of a contract to the making of an insurance contract with the insurer specified by the distributor.

The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

440. A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation, stating that the client may cancel the insurance contract within 10 days of signing it.

441. A client may cancel an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail.

Where such an insurance contract is cancelled, the first contract retains all its effects.

442. No contract may contain provisions allowing its amendment in the event of cancellation or termination by the client of an insurance contract made at the same time.

However, a contract may provide that the cancellation or termination of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

443. A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation, stating that the debtor may subscribe for insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or the reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor cancels, terminates or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.

