



TD Insurance
Travel Medical Insurance
Annual Plan
Certificate of Insurance

Issued by: TD Life Insurance Company ("TD Life") under Group Policy Number T1002 (the "Group Policy") to The Toronto-Dominion Bank (the "Policyholder" or "TD Canada Trust"). Allianz Global Assistance provides administrative and adjudication services under the *Group Policy*.

IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL

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

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

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

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

| 24-hour Emergency Assistance | Claims and Customer Service |
|---|---|
| <p>In a <i>Medical Emergency</i>, You must call <i>Our Administrator</i> immediately, or as soon as reasonably possible. If not, benefits will be limited as described in Section 6, under "<i>Medical Emergency Insurance Limitations and Exclusions</i>." Some expenses will only be covered if <i>Our Administrator</i> approves them in advance.</p> <p>You can get help 24 hours a day, seven days a week by calling:</p> <ul style="list-style-type: none"> • from Canada or the U.S., toll-free, 1-800-359-6704; or • from other countries, 416-977-5040, collect. | <p>To request a claim form, cancel Your insurance or for general inquiries, call <i>Our Administrator</i> from 8 a.m. to 9 p.m. ET, Monday to Saturday, toll-free at 1-800-293-4941 or 416-977-2039</p> |

Right to Examine this Certificate

You have ten (10) days from the date You purchase 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 You have not departed on a *Covered Trip*, and no claims have been initiated.

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

Section 1: Introduction

Certificate of Insurance

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

How to contact Us

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

- Prior to travel:
 - *You* can get help 24 hours a day, seven days a week
- When travelling and *You* require emergency healthcare:
 - **24-hour Emergency Assistance:**
In a *Medical Emergency*, *You* must call *Our Administrator* immediately, or as soon as reasonably possible. If not, benefits will be limited as described in Section 6: Limitations and Exclusions That Apply to All Benefits, under “*Medical Emergency Insurance Limitations and Exclusions.*” Some expenses will only be covered if *Our Administrator* approves them in advance.

Section 2: Eligibility

Eligibility Requirements

You may apply for coverage if *You*:

- are at least 18 years old on the *Effective Date* of *Your* Annual Plan, if *You* are purchasing either the 9-day, 17-day, or 30-day plan options; or
- are 18 to 84 years old on the *Effective Date* of *Your* Annual Plan, if *You* are purchasing the 60-day plan option; and
- are a *Resident of Canada*; and
- are covered under a *GHIP* or a valid health care plan in Canada for members of the Canadian Armed Forces and their *Immediate Family Members*; and
- are a TD Bank Group customer, or the *Spouse* or *Dependent Child* of a TD Bank Group customer; and
- are in Canada when *You* buy the coverage; and
- have answered medical questions to determine whether *You* are eligible for this coverage (when required as part of the application process); and
- are purchasing this coverage within 240 days before *Your Effective Date*.

What Coverage Options are Available

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

1. Single Coverage

You may apply for Single Coverage for *Yourself*, or on behalf of *Your Dependent Child(ren)* who are travelling without either *You* or *Your Spouse* if:

- *You* specify in *Your Application* that the *Certificate* is to cover the *Dependent Child(ren)* instead of *You*; and
- *Your Dependent Child(ren)* meet(s) the Eligibility Requirements above, except that:
 - they do not have to be TD Bank Group customers; and
 - they may be under 18 years old.

2. Couple Coverage

You may apply for coverage under the 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 Requirements above, except that:
 - they do not have to be a TD Bank Group customer; and
 - if *Your Travelling Companion* is *Your Dependent Child*, then he or she may be under 18 years 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 Requirements above, except that:
 - they do not have to be TD Bank Group customers; and
 - *Your Dependent Child(ren)* is/are travelling with *You* or *Your Spouse*; and
 - *Your Dependent Child(ren)* may be under 18 years old.

NOTE: Couple Coverage and Family Coverage are not available when a medical questionnaire is required as part of *Your* application process. To find out if a medical questionnaire is required, refer to "When is a Medical Questionnaire Required" below.

When is a Medical Questionnaire Required

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

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

If a medical questionnaire is required, the premium for the coverage or top-up of coverage will be based on the answers to the medical questions. Some applicants may not qualify for coverage or for a top-up of coverage based on their responses to the medical questions.

Section 3: Summary of Annual Plan Benefits

For complete details of coverage, please refer to the applicable sections within this *Certificate*.

| Coverage | Maximum Benefit Payable (per Insured Person per Covered Trip) |
|---|--|
| <i>Medical Emergency</i> coverage and other benefits including: <ul style="list-style-type: none">• <i>Hospital</i> benefit• <i>Physician's</i> bills• Diagnostic services• Ambulance• Medical appliances• Emergency return home | Up to \$5,000,000 per <i>Insured Person</i> per <i>Covered Trip</i> with no overall maximum per <i>Policy Year</i> . |
| Private duty nursing | Up to \$5,000 |
| Professional fees (Physiotherapist, Chiropractor, etc.) | Up to \$300 per profession |
| Accidental dental | Up to \$2,000 |
| <i>Bedside Companion</i> benefit | Round trip economy air fare and up to \$1,500 for meals and accommodation for a <i>Bedside Companion</i> . |
| <i>Travelling Companion</i> benefit | One-way economy air fare |
| Meals and accommodation | Up to \$3,500 |
| Incidental <i>Hospital</i> expenses | Up to \$500 |
| Return and escort of <i>Dependent Children</i> | One-way economy air fare and escort if required by airline |
| Pet return | Up to \$500 |
| Vehicle return | Up to \$2,000 |
| Return of deceased | Up to \$10,000 |

Section 4: Definitions

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

Section 5: Description of Insurance Coverage

Travel Medical Emergency Coverage

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

What to do in a Medical Emergency

In a *Medical Emergency*, *You* must call *Our Administrator* immediately, or as soon as reasonably possible. If not, benefits will be limited as described below under Section 6: 2a) *Medical Emergency Treatment* requires pre-approval. Some expenses will only be covered if *Our Administrator* approves them in advance.

You can get help 24 hours a day, seven days a week by calling:

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

Our Administrator will verify whether coverage is in effect and will direct *You* to the nearest appropriate medical facility. *Our Administrator* will arrange for direct payment to the medical services provider wherever possible and manage the *Medical Emergency* from the initial report through to its conclusion. If a direct payment cannot be arranged, *You* may be asked to pay for services and then submit a claim for reimbursement of eligible expenses.

NOTE: All payments and payment guarantees are subject to the terms, conditions, limitations and exclusions of the *Certificate*.

When does Your Coverage Start and End

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

Medical Emergency Benefits

We will pay a *Medical Emergency* benefit for eligible *Medical Emergency* expenses if an *Insured Person* suffers a *Medical Emergency* during the *Medical Emergency Coverage Period* for a *Covered Trip*.

Eligible Medical Emergency expenses include:

Medical Emergency coverage up to \$5,000,000 per *Covered Trip*. No overall maximum per *Policy Year*.

| | |
|-----------------------------|---|
| Hospital benefit | Attendance at a <i>Hospital</i> or appropriate medical facility for <i>Treatment</i> as an inpatient, outpatient, and emergency basis, when approved in advance by <i>Our Administrator</i> . |
| Physicians' bills | Fees charged by a <i>Physician</i> , when required as part of <i>Treatment</i> for a <i>Medical Emergency</i> , and approved in advance by <i>Our Administrator</i> . |
| Private duty nursing | Up to \$5,000 for services performed and supplies deemed necessary by a registered nurse; including medically necessary nursing supplies. |
| Diagnostic services | Charges for diagnostic tests, laboratory tests and X-rays which are prescribed by the treating <i>Physician</i> , and approved in advance by <i>Our Administrator</i> if the tests involve: <ul style="list-style-type: none">• magnetic resonance imaging (MRI); or• computerized axial tomography (CAT) scans; or• sonograms; or• ultrasounds; or• any invasive diagnostic procedures, including angioplasty. |
| Ambulance | Charges for emergency ambulance service to the nearest approved <i>Hospital</i> . |

| | |
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| Air ambulance | Charges for emergency air ambulance only if <i>Our Administrator</i> determines that the <i>Insured Person's</i> physical condition precludes the use of any other means of transportation; and: <ul style="list-style-type: none"> • makes the determination before the service is provided; and • pre-approves the service; and • arranges for the service. |
| Prescription Drugs | Reimbursement of prescription drugs prescribed during the <i>Covered Trip</i> required as part of emergency <i>Treatment</i> . NOTE: Vitamins and patent, proprietary and experimental drugs are excluded. |
| Professional Fees | Up to a maximum of \$300 per profession for expenses incurred as a result of a covered <i>Medical Emergency</i> which requires <i>Treatment</i> by a licensed physiotherapist, chiropractor, chiropractist, podiatrist or osteopath, if: <ul style="list-style-type: none"> • <i>Treatment</i> is required for the immediate relief of an acute symptom, and that, according to a <i>Physician</i>, cannot be delayed until <i>You</i> return to <i>Your</i> province or territory of residence; and • <i>Treatment</i> is ordered by a <i>Physician</i> during a <i>Covered Trip</i> and received by a licensed professional as described under this benefit. |
| Accidental dental | Up to \$2,000 for dental <i>Treatment</i> that is: <ul style="list-style-type: none"> • required during a <i>Medical Emergency Coverage Period</i>; and • necessary because of a blow to natural or permanently installed teeth which results from an accident causing a <i>Medical Emergency</i>. |
| Emergency relief of dental pain | <i>Treatment</i> for emergency relief of dental pain is covered up to a maximum of \$200. |
| Medical appliances | The cost of casts, crutches, trusses, braces, slings, splints, medical walking boots, and/or the rental cost of a wheelchair or walker, if: <ul style="list-style-type: none"> • prescribed by a <i>Physician</i>; and • required because of a <i>Medical Emergency</i>. |
| Emergency return home | The cost of a one-way economy fare and, if required to accommodate a stretcher, a second one-way economy fare, if: <ul style="list-style-type: none"> • as a result of a <i>Medical Emergency</i>, <i>Our Administrator</i> determines that an <i>Insured Person</i> should return to Canada; and • <i>Our Administrator</i> approves the transportation in advance. NOTE: <i>We</i> will also pay the expenses for a qualified medical attendant to accompany <i>You</i> to <i>Your</i> province or territory of residence if recommended by the attending <i>Physician</i> during <i>Your Medical Emergency</i> and approval is granted by <i>Our Administrator</i> in advance. |
| Bedside Companion benefit | The cost of one round-trip economy airfare from <i>Your Bedside Companion's</i> province or territory of residence, and up to \$150 per day, to a maximum of \$1,500 for food and accommodation, if: <ul style="list-style-type: none"> • <i>You</i> are <i>Hospitalized</i> because of a covered <i>Medical Emergency</i> and are expected to remain <i>Hospitalized</i> for at least three (3) consecutive days; and • <i>Our Administrator</i> approves this benefit in advance. |
| Travelling Companion benefit | The cost of a single one-way economy airfare for one (1) <i>Travelling Companion</i> to return to his or her place of departure, if: <ul style="list-style-type: none"> • an <i>Insured Person</i> has a covered <i>Medical Emergency</i> that makes it necessary for the <i>Travelling Companion</i> to return; and • <i>Our Administrator</i> approves the travel in advance. |

| | |
|--|--|
| Meals and accommodation | <ul style="list-style-type: none"> • up to \$350 per day to a maximum of \$3,500, for <i>Your</i>: <ul style="list-style-type: none"> - commercial accommodations and meals; and - essential telephone calls and internet usage fees; and - taxi fares (or rental car in lieu of taxi fares); • if, upon a <i>Physician's</i> discretion <i>You</i>, or <i>Your Travelling Companion</i>, are relocated to receive medical attention, for a <i>Medical Emergency</i> covered under this insurance; or • <i>You</i> are delayed beyond <i>Your</i> return date in order to receive <i>Medical Emergency Treatment</i>; or • <i>Your Travelling Companion</i> requires <i>Medical Emergency Treatment</i> for any <i>Medical Condition</i> covered under this insurance. <p>NOTE: Subject to pre-authorization from <i>Our Administrator</i>.</p> |
| Incidental Hospital expenses | <p>Up to \$50 per day to a maximum of \$500, for <i>Your</i> incidental <i>Hospital</i> expenses (telephone calls, television rental, parking), while <i>You</i> are <i>Hospitalized</i> for at least 48 hours.</p> |
| Return and escort of Dependent Children | <p>If <i>Dependent Children</i> are travelling with <i>You</i> or join <i>You</i> during <i>Your Covered Trip</i> and <i>You</i> are <i>Hospitalized</i> for more than 24 hours or <i>You</i> must return to <i>Your</i> province or territory of residence because of <i>Your Medical Emergency</i> covered under this insurance, this insurance covers:</p> <ul style="list-style-type: none"> • 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 <i>Dependent Children</i> 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 <i>Dependent Children</i> be escorted. |
| Pet return | <p>Cost of one-way transportation up to a maximum of \$500 to return <i>Your</i> domestic dog(s) or cat(s) to <i>Your</i> province or territory of residence, if:</p> <ul style="list-style-type: none"> • <i>Your</i> domestic dog(s) or cat(s) travel with <i>You</i> during <i>Your Covered Trip</i> and <i>You</i> must return to <i>Your</i> province or territory of residence because of <i>Your Medical Emergency</i> covered under this insurance, and <i>Our Administrator</i> approves this benefit in advance. |
| Vehicle return | <p>Up to \$2,000 toward the cost of returning an <i>Insured Person's</i> vehicle to his or her home or the nearest vehicle rental agency, if:</p> <ul style="list-style-type: none"> • the <i>Insured Person</i> is unable to return the vehicle because of a <i>Medical Emergency</i>; and • <i>Our Administrator</i> arranges for the return of the vehicle. |
| Return of deceased | <ul style="list-style-type: none"> • up to \$10,000 toward the cost of preparation and transportation home of a deceased <i>Insured Person</i> if death results from a covered <i>Medical Emergency</i>; or • the burial or the cremation of an <i>Insured Person's</i> remains where their death occurred; and • one round-trip economy airfare, if: <ul style="list-style-type: none"> - an <i>Immediate Family Member</i> is required to identify or obtain release of the deceased; and - <i>Our Administrator</i> approves the transportation in advance. <p>NOTE: The cost of a burial casket or urn is not covered. The cost of funeral expenses at home province or territory is also not covered.</p> |

Section 6: Limitations and Exclusions That Apply to All Benefits

Pre-Existing Medical Condition Exclusion

Your *Pre-existing Medical Condition* exclusion is determined by the answers provided by *You*, when *You* completed *Your Application* for insurance and, where applicable, the medical questionnaire (depending on *Your* age and the Annual Plan option *You* choose). To be eligible for benefits under this *Certificate*, a *Pre-Existing Medical Condition* must be *Stable* for a specified period of time before *Your Departure Date*. The following table explains which *Pre-Existing Medical Condition* exclusion and stability period applies to *You*. Where applicable, refer to *Your Declaration of Coverage* to find *Your* rate category.

9 Day & 17 Day Annual Plans options

| Your Age | Rate Category | Pre-Existing Medical Condition exclusion that applies to You: |
|------------------|--------------------------|--|
| Age 64 and under | No Rate Category | We will not pay for any <i>Medical Emergency</i> expenses or benefits incurred directly or indirectly as a result of <i>Your Medical Condition</i> or related condition (whether or not the diagnosis has been determined), if at any time in the 90 days before <i>You</i> depart on <i>Your Covered Trip</i> , <i>Your Medical Condition</i> or related condition has not been <i>Stable</i> , other than a <i>Minor Ailment</i> . |
| Age 65 and older | Rate Category A and B | We will not pay for any <i>Medical Emergency</i> expenses or benefits incurred directly or indirectly as a result of <i>Your Medical Condition</i> or related condition (whether or not the diagnosis has been determined), if at any time in the 90 days before <i>You</i> depart on <i>Your Covered Trip</i> , <i>Your Medical Condition</i> or related condition has not been <i>Stable</i> , other than a <i>Minor Ailment</i> . |
| | Rate Category C, D and E | We will not pay for any <i>Medical Emergency</i> expenses or benefits incurred directly or indirectly as a result of <i>Your Medical Condition</i> or related condition (whether or not the diagnosis has been determined), if at any time in the 180 days before <i>You</i> depart on <i>Your Covered Trip</i> , <i>Your Medical Condition</i> or related condition has not been <i>Stable</i> , other than a <i>Minor Ailment</i> . |

30 Day & 60 Day Annual Plans options

| Your Age | Rate Category | Pre-Existing Medical Condition exclusion that applies to You: |
|------------------|--------------------------|--|
| Age 59 and under | No Rate Category | We will not pay for any <i>Medical Emergency</i> expenses or benefits incurred directly or indirectly as a result of <i>Your Medical Condition</i> or related condition (whether or not the diagnosis has been determined), if at any time in the 90 days before <i>You</i> depart on <i>Your Covered Trip</i> , <i>Your Medical Condition</i> or related condition has not been <i>Stable</i> , other than a <i>Minor Ailment</i> . |
| Age 60 and older | Rate Category A and B | We will not pay for any <i>Medical Emergency</i> expenses or benefits incurred directly or indirectly as a result of <i>Your Medical Condition</i> or related condition (whether or not the diagnosis has been determined), if at any time in the 90 days before <i>You</i> depart on <i>Your Covered Trip</i> , <i>Your Medical Condition</i> or related condition has not been <i>Stable</i> , other than a <i>Minor Ailment</i> . |
| | Rate Category C, D and E | We will not pay for any <i>Medical Emergency</i> expenses or benefits incurred directly or indirectly as a result of <i>Your Medical Condition</i> or related condition (whether or not the diagnosis has been determined), if at any time in the 180 days before <i>You</i> depart on <i>Your Covered Trip</i> , <i>Your Medical Condition</i> or related condition has not been <i>Stable</i> , other than a <i>Minor Ailment</i> . |

Medical Emergency Insurance Limitations and Exclusions

In addition to the exclusion outlined above, under "*Pre-Existing Medical Condition* Exclusion," this *Certificate* does not cover any *Treatment*, services, or expenses of any kind caused directly or indirectly as a result of the following:

1. General misrepresentation

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

a. Misrepresentation of *Your* health/medical information

- This *Certificate* is issued on the basis of information in *Your* application or provided in connection with *Your* application (including answers to the medical questionnaire, if required). When completing the

application and answering the medical questions, *Your* answers must be complete and accurate. In the event of a claim, *We* will review *Your* medical history. If any of *Your* answers are found to be incomplete or inaccurate:

- *Your* coverage will be void which means *Your* claim will not be paid, and
- *We* will refund *Your* premium

- b. Misrepresentation of material facts other than *Your* health/medical information, e.g. *Departure Date*
 - *We* will not pay a claim if *You*, any person insured under this *Certificate* or anyone acting on *Your* behalf attempt to deceive or mislead *Us*, or makes a fraudulent, false or exaggerated statement or claim.

2. Receiving *Medical Emergency Treatment* without notifying *Our Administrator*. Proceeding with investigation, *Treatment* or surgery without *Our* pre-approval and which *We* do not consider *Medical Emergency Treatment*.

- a. *Medical Emergency Treatment* requires pre-approval

You must call *Our Administrator* before obtaining *Medical Emergency Treatment*, so that *We* may:

- confirm coverage
- provide pre-approval of treatment

If it is medically impossible for *You* to call prior to obtaining *Medical Emergency Treatment*, *We* ask *You* to call or have someone call on *Your* behalf as soon as possible. Otherwise, if *You* do not call *Our Administrator* before *You* obtain *Medical Emergency Treatment*, *Your* maximum benefit payable will be reduced to 80% of *Your* medical expenses covered under this insurance, to a maximum of \$30,000.

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

If *Our Administrator* determines that *You* should transfer to another facility or return to *Your* home province/territory of residence for *Treatment*, and *You* choose not to, benefits will not be paid for further medical *Treatment* and coverage will be limited to unrelated events.

- c. Ongoing *Medical Emergency Treatment* requires pre-approval (*Investigations*, *Treatment* and surgery)

After *Your Medical Emergency Treatment* has started, *Our Administrator* must assess and pre-approve additional medical *Treatment*. If *You* undergo tests as part of a medical investigation, *Treatment* or surgery, obtain *Treatment* or undergo surgery that is not pre-approved, *Your* claim will not be paid. This includes but not limited to invasive testing, surgery, cardiac catheterization, other cardiac procedures, transplant, and MRI.

- d. Non-Emergency Services

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

- cosmetic surgery, chronic care, rehabilitation including any expenses for directly or indirectly related complications;
- placement of new crowns, bridges, dentures.

3. Failure to meet the requirement to be covered by a *GHIP* or Canadian Armed Forces health care plan.

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

4. a. Expenses in connection with a *Medical Condition* which is not *Stable*:

- no benefit will be paid for any *Medical Condition* which is not *Stable* for a specified period of time (as noted in the table in "*Pre-Existing Medical Condition Exclusion*" in the beginning of Section 6, above) before *Your Departure Date*.

- b. Travelling for the purpose of obtaining *Treatment*:

- no benefit will be paid for a trip made for the purpose of obtaining a diagnosis, medical *Treatment*, surgery, investigation, palliative care, or any alternative therapy, as well as any directly or indirectly-related complication.

- c. Travelling when *Treatment* could be expected

- no benefit will be paid for any *Medical Condition* or symptoms for which it is reasonable to believe or expect that *Treatment* or *Hospitalization* will be required during *Your* trip.
- no benefit will be paid for any evident symptoms that would be reasonable to expect *You* to investigate in the three (3) months prior to *Your* departure on a *Covered Trip*.

5. Recurrence or ongoing *Treatment* once *Medical Emergency* has ended

Situation where *Your* claim will not be paid:

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

6. Illegal act

Situation where *Your* claim will not be paid:

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

7. Abuse of alcohol, drug, or intoxicants

Situations where *Your* claim will not be paid:

- any *Medical Condition*, including symptoms of withdrawal, arising from, or in any way related to, *Your* chronic use of alcohol, drugs or other intoxicants whether prior to or during *Your Covered Trip*; or
- any *Medical Condition* arising during *Your Covered Trip* from, or in any way related to, the abuse of alcohol drugs or other intoxicants.

8. Non-compliance with prescribed *Treatment*

Situation where *Your* claim will not be paid:

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

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

Situations where *Your* claim will not be paid:

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

10. Child born during the *Covered Trip*

Situation where *Your* claim will not be paid:

- claim related to *Your* child born during the *Covered Trip*.

11. War or civil unrest

Situation where *Your* claim will not be paid:

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

12. Travel advisory

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

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

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

13. Travel against medical advice

Situation where *Your* claim will not be paid:

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

14. Failure to transfer to an appropriate facility for *Treatment*

We reserve the right to transfer an *Insured Person* to an appropriate medical facility, or to his or her province or territory of residence, for further *Treatment* in consultation with the *Insured Person's* treating *Physician*. Refusal to comply with an arranged transfer will release *Us* from any liability to pay any expenses incurred after the scheduled transfer date.

15. Other – Sports and High Risk Activities

Situations where *Your* claim will not be paid:

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

16. Inaccurate evidence of insurability

Situations where *Your* claim will not be paid:

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

17. Intentional self-inflicted injury

Situation where *Your* claim will not be paid:

- intentional self-inflicted injury, suicide or attempted suicide (whether or not the *Insured Person* is aware of the result of their actions), regardless of the *Insured Person's* state of mind.

18. Medical Emergency occurring outside the Coverage Period

Situation where *Your* claim will not be paid:

- a *Medical Emergency* that occurs outside the *Coverage Period*.

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

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

19. Non-emergency services

Situation where *Your* claim will not be paid:

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

20. Payment of benefit prohibited by Canadian law

Situation where *Your* claim will not be paid:

- where the payment of the benefit is prohibited by Canadian law or where Canada has signed a treaty or agreed to a sanction prohibiting such payment.

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

How to Become Insured

You are insured if *You* have proof of insurance. *Your* proof of insurance is in the form of the *Declaration of Coverage* document that is provided to *You* when *You* complete *Your Application* for coverage. If *You* do not receive *Your* proof of insurance before *You* depart on *Your Covered Trip*, *You* must contact *Our Administrator* immediately.

You will have coverage once *You* complete all the following steps:

- applicants meet the Eligibility Requirements for insurance under Section 2: Eligibility; and
- apply for insurance; and

- if required, *You* provide *Us* with accurate and complete evidence of insurance. See "When Is a Medical Questionnaire Required" in Section 2, and "Contract or Coverage Termination or Void by Insurer," in Section 9; and
- pay the required premium.

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

When does Coverage Start and End

The *Medical Emergency Coverage Period* 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*; or
- if *You* do not have top-up coverage, 11:59 p.m. ET on the last day of *Your Covered Trip*; or
- 11:59 p.m. ET on the last day of *Your* top-up coverage shown in the most recent *Declaration of Coverage*; or
- the date this *Certificate* terminates.

Automatic Extension of Coverage

If an *Insured Person* is suffering from a *Medical Emergency* on the date the *Medical Emergency Coverage Period* would end for any reason except cancellation of the *Certificate*, the *Medical Emergency Coverage Period* is automatically extended to 72 hours immediately following the end of the *Medical Emergency* for that *Insured Person*; and for any other *Insured Person* if:

- that other *Insured Person* has extended his or her trip past his or her scheduled return date because of the first *Insured Person's Medical Emergency*; and
- *Our Administrator* has approved a *Travelling Companion* benefit for that other *Insured Person*.

If *You* cannot complete *Your* trip by *Your* return date because of the delay of a common carrier in which *You* are scheduled to travel, *Your* coverage will automatically extend for the delay period to a maximum of 72 hours.

Regardless of the automatic extension, coverage will not continue beyond the maximum number of days allowed under *Your GHIP* for travel outside of home province.

When *Your Certificate* Terminates

If *You* do not renew *Your* Annual Plan, it will terminate on *Your Anniversary Date*.

How to Renew *Your* Annual Plan

Your Annual Plan will automatically renew on the *Anniversary Date* if:

- *You* provided instructions to renew automatically; and
- *We* have a valid credit card on file on *Your Anniversary Date*; and
- no *Insured Person* under the *Certificate* is required to complete a medical questionnaire 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 "Section 8: Cancelling *Your* Annual Plan."

How to Top-up or Extend *Your* Coverage Date if the Trip is Extended

Apply for a Top-up or Extend *Your* Annual Plan

If *You* already have TD Travel Medical Insurance Annual Plan, and *You* are planning a trip that will last more than the maximum number of days allowed for a *Covered Trip* under *Your* Annual Plan option, *You* can apply for top-up coverage, if each *Insured Person* meets the applicable Eligibility Requirements above, except that:

- *You* do not have to be in Canada when *You* buy this top-up of coverage; and
- *You* can apply either before or after *You* depart on *Your* trip as long as:
 - no *Insured Person* has suffered a *Medical Emergency* before *You* apply for this top-up of coverage; and
 - *You* apply before 11:59 p.m. ET on the last day of *Your Covered Trip* (please note that the date of departure counts as one full day); and
 - the duration of *Your Covered Trip* is from one (1) day up to 212 days but not longer than the maximum number of days allowed under *Your GHIP* for travel outside of *Your* province or territory of residence; and

- You pay the required premium for the top-up coverage.
Any top-up is subject to approval by *Our Administrator*.

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

Section 8: Insurance Premium

About *Your* Premium

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*; and
 - if applicable, the *Anniversary Date* on which *Your Certificate* is renewed
- *Our* pricing that is in effect at the time of *Your Application*; and
- the duration of *Your Covered Trip*; and
- *Your* coverage type (Single, Couple or Family).

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

The minimum premium for a top-up of coverage to the Annual Plan is \$15.

If *You* cancel *Your* insurance, some or all of *Your* premiums may be refunded, as described below.

NOTE: Please note that premium rates can be changed without notice.

Premium Refund

Cancelling *Your* Annual Plan

You have ten (10) days from the date *You* purchase this *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 "How to Contact *Our Administrator*" in Section 11). The following explains how and when cancellations may take place.

- **by phone** – cancellation will be effective on the date of *Your* call; or
- **by written, mailed request** – cancellation will be effective on the post-marked date of *Your* request.

| When Can <i>You</i> Cancel? | Premium Refund/Fees |
|--|---------------------|
| No later than ten (10) days from the date <i>You</i> purchase this <i>Certificate</i> . | Full refund |
| After ten (10) days from the date <i>You</i> purchase this <i>Certificate</i> | No refund |

Section 9: Contract or Coverage Termination or Void by Insurer

When Can the Insurer Cancel or Terminate the Contract

Amending or cancelling coverage based on a change in *Medical Condition*

Where medical evidence is required, *Our* decision as to whether, and on what basis, to insure a person depends on his or her condition on the date he or she leaves on the *Covered Trip*. Therefore, if the *Insured Person's Medical Condition* changes, and/or is not *Stable*, as described below under "You must inform *Us* of any changes to *Your* health", before the *Covered Trip* begins, *We* may:

- cancel the *Insured Person's* insurance for that *Covered Trip*; or
- request a higher premium for that *Insured Person* for that *Covered Trip*.

If *You* do not pay the additional premium by the date the *Insured Person* departs, *We* will cancel the *Insured Person's* insurance for that *Covered Trip*. If *We* cancel insurance under this provision, *We* will refund any premiums that were paid for the cancelled coverage.

When Can the Insurer Void Coverage

Failure to disclose impacts **Your** benefits

This *Certificate* is voidable by *Us* and no benefits will be paid if a person who applies to be insured and completes a medical questionnaire as part of the *Application*:

- fails to disclose all *Medical Conditions*, current medications, prescribed medications and periods of *Hospitalization* in response to the medical questions; or
- fails to fully, completely and accurately answer the medical questions.

This *Certificate* and all coverage hereunder is voidable by *Us*:

- if the failure to disclose or misrepresentation relates only to the amount of premium that should have been paid; or
- even if any failure to disclose or misrepresentation does not relate to the cause of any claim.

NOTE: *We* may investigate the answers provided to the health questions in the *Application* at any time, including at the time of claim.

This *Certificate* is **voidable** by *Us* and no benefits will be payable under it, if the *Insured Person* fails to contact *Our Administrator* as required.

Premium

May or may not be fully or partially refunded.

Section 10: How to Submit a Claim

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

Who to Contact to Submit a Claim

A *Medical Emergency* should always be reported immediately, as described in Section 5 under "What to do in a *Medical Emergency*" or benefits will be limited. *You* can get help 24 hours a day, seven days a week by calling:

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

To request a claim form call *Our Administrator* from 8 a.m. to 9 p.m. ET, Monday to Saturday, toll-free at

- **1-800-293-4941** or **416-977-2039**

Complete the Required Form

a) Request the Form

To request a claim form call *Our Administrator* from 8 a.m. to 9 p.m. ET, Monday to Saturday, toll-free at

- **1-800-293-4941** or **416-977-2039**

b) Time limit from date of event

If *You* are making a claim, *You* must send *Our Administrator* the appropriate claim forms, together with written proof of loss (e.g. original invoices and tickets, medical and/or death certificates) as soon as possible. In every case, *You* must report *Your* claim and submit *Your* completed claim form with required documentation within one (1) year from the date of the accident or the date the claim arises. **Failure to provide the applicable documentation may invalidate *Your* claim.**

Provide the Information requested

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

- completed claim form; and
- proof of payment by *You* and by any other benefit plan; and
- the original itemized receipts for all bills and invoices; and
- proof of travel (including departure and return dates); and
- medical records including complete diagnosis by the attending *Physician* or documentation by the *Hospital*, which must support that the *Treatment* was medically necessary; and
- proof of the accident if *You* are submitting a claim for dental expenses resulting from a *Medical Emergency*, and
- *Your* historical medical records (if *We* determine applicable).

If You Report the Claim Immediately

If *Our Administrator* guarantees or pays eligible expenses on behalf of an *Insured Person*, then *You* and, if applicable, the *Insured Person* must sign an authorization form allowing *Our Administrator* to recover those expenses:

- from the *Insured Person's GHIP*; and
- from any health plan or other insurance; and
- through rights *You* may have against other insurers or other parties (see Section 12: General Conditions, under "Right of Subrogation").

If *Our Administrator* pays eligible expenses that are covered under other insurance or another plan, *You* must help *Our Administrator* to seek reimbursement as required.

The *Insured Person* must also provide evidence of the actual *Departure Date* from his or her province or territory of residence. If requested, an *Insured Person* must confirm any return dates to his or her province or territory of residence, including any return dates related to an interruption in a *Covered Trip*.

NOTE: If *Our Administrator* makes an advance payment for expenses that are later discovered to be ineligible under this *Certificate*, the *Insured Person* must reimburse *Us*.

If You Do Not Report the Claim Immediately

In a *Medical Emergency*, *You* must call *Our Administrator* immediately, or as soon as is reasonably possible. If not, benefits will be limited as described under "*Medical Emergency Insurance Limitations and Exclusions*" in Section 6. If an *Insured Person* incurs eligible *Medical Emergency* expenses without first contacting *Our Administrator* for assistance and claim management, he or she must first submit receipts and other proof to:

- *GHIP*; and
- then to any group or individual health plan(s) and/or insurer(s).

Eligible *Medical Emergency* expenses not covered by a *GHIP* or other plan or insurance must be submitted to *Our Administrator* with proof of claim, receipts and payment statements. Refer to Section 11 under "How to Contact *Our Administrator*" for information on how to get a claim form.

The *Insured Person* must also provide proof of the actual departure date from his or her province or territory of residence. Proof includes, but is not limited to, a flight itinerary, gas receipts or toll-road receipts.

What Claimant Can Expect from Insurer

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

Section 11: How to Contact *Our Administrator*

How to Contact *Our Administrator*

1. 24-Hour Emergency Assistance Number

To report a *Medical Emergency*, or apply for a top-up or extension of the Annual Plan for a *Covered Trip*, call *Our Administrator* 24 hours a day, seven days a week:

- from the U.S. or Canada, **1-800-359-6704**;
- from elsewhere, call collect, **416-977-5040**.

2. Customer Service

To get a claim form, cancel *Your* insurance or for general inquiries, call *Our Administrator* from 8 a.m. to 9 p.m. ET, Monday to Saturday, toll-free at **1-800-293-4941** or **416-977-2039** or mail *Your* request to:

Re: TD Insurance Travel Medical Insurance
Allianz Global Assistance
P.O. Box 277
Waterloo, Ontario N2J 4A4
Fax: 519-742-9471

Section 12: General Conditions

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

Access to Medical Care

We and/or *Our* Administrator will assist *You* to access care whenever possible, however will not be responsible for the availability, quality or results of any medical *Treatment* or transport, or for the failure of any *Insured Person* to obtain medical *Treatment*.

Benefit Payments

This *Certificate* contains provisions removing or restricting the right of the *Insured Person* to designate persons to whom or for whose benefit money is to be payable. This means that under the *Group Policy*, neither *You* nor any *Insured Person* has the right to choose a beneficiary who will receive any benefits payable under this *Certificate*. Benefits are payable to *You* or, on *Your* behalf, to *Your* medical service provider.

Coordination of Benefits with other insurance

- All of *Our* coverages are excess insurance, meaning that any other sources of recovery *You* have will pay first, and this insurance coverage will be the last to pay. The total benefits payable under all *Your* insurance, including this *Certificate*, cannot be more than the actual expenses for a claim. If an *Insured Person* is also insured under any other insurance certificate or policy, *We* will coordinate payment of benefits with the other insurer.
- In no case will *We* seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less. If the lifetime maximum for all in-country and out-of-country benefits is over \$50,000, *We* will coordinate benefits only above this amount.

Currency

All amounts shown are in Canadian currency.

Group Policy

All benefits under this *Certificate* are subject in every respect to the *Group Policy*, which alone constitutes the agreement under which benefits will be provided. The principal provisions of the *Group Policy* affecting *Insured Persons* are summarized in this *Certificate*. The *Group Policy* is on file at the office of the Policyholder and upon request, *You* are entitled to receive and examine a copy of the *Group Policy*.

Legal Action Limitation Period

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

Relationship between *Us* and the Group Policyholder

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

Review and Medical Examination

When a claim is being processed, *We* will have the right and the opportunity, at *Our* own expense, to review all medical records related to the claim and to examine the *Insured Person* medically when and as often as may be reasonably required.

Right of Subrogation

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

- transferring to *Us* the debt or obligation owing to *You* from the other person or entity; or
- permitting *Us* to bring a lawsuit in *Your* name; or
- if *You* receive funds from the other person or entity, *You* will hold it in trust for *Us*; or
- acting so as not to prejudice any of *Our* rights to collect payment from the other person or entity.

We will pay the costs for the actions *We* take.

Definitions

In this *Certificate*, the following words and phrases shown in italics have the meanings shown below. As *You* read through the *Certificate*, *You* may need to refer to this section to ensure *You* have a full understanding of *Your* coverage, limitations and exclusions.

| | |
|--------------------------------|---|
| Administrator | Means the company <i>We</i> select to provide medical and claims assistance, claims payment, administrative and adjudication services under the <i>Group Policy</i> . |
| Anniversary Date | Means the date one (1) year from <i>Your Effective Date</i> and, if <i>You</i> renew <i>Your Certificate</i> , subsequent anniversaries of <i>Your Effective Date</i> . |
| Application | Means the series of questions that form <i>Your</i> application and are submitted: <ul style="list-style-type: none">• on <i>Your</i> behalf when <i>You</i> apply by telephone; or• when <i>You</i> apply online; and• if applicable, the series of medical questions that form part of <i>Your Application</i> if <i>You</i> apply online or by telephone and <i>Your</i> answers to those questions. The <i>Application</i> which is used to determine <i>Your</i> eligibility for insurance, also includes the questions asked and answers given in connection with requests to top-up a <i>Coverage Period</i> . The <i>Application</i> forms part of <i>Your</i> insurance contract and is used to process <i>Your</i> request for insurance. |
| Bedside Companion | Means a person of <i>Your</i> choice who is required at <i>Your</i> bedside while <i>You</i> are <i>Hospitalized</i> during <i>Your</i> trip. |
| Certificate | Means this Certificate of Insurance. |
| Certificate Holder | Means the TD Bank Group customer who has applied, and has been accepted for coverage under the Annual Plan. |
| Coverage Period | Means the period of time between <i>Your Departure Date</i> and the day <i>You</i> actually return from <i>Your Covered Trip</i> . In the event of a <i>Medical Emergency</i> , <i>Your Coverage Period</i> will be extended up to 72 hours immediately following the end of the <i>Medical Emergency</i> . |
| Covered Trip | Means a trip: <ul style="list-style-type: none">• made by an <i>Insured Person</i> outside the <i>Insured Person's</i> province or territory of residence; and• that begins and ends while the Annual Plan is in effect; and• that lasts no longer than:<ul style="list-style-type: none">- nine (9) consecutive days under the 9-day plan; or- seventeen (17) consecutive days under the 17-day plan; or- thirty (30) consecutive days under the 30-day plan; or• sixty (60) consecutive days under the 60-day plan. |
| Declaration of Coverage | Means the document <i>You</i> receive when <i>You</i> apply for new or additional coverage under the <i>Group Policy</i> , which includes <i>Your Certificate</i> number and confirms the coverage <i>You</i> have purchased. |
| Departure Date | Means the date the <i>Insured Person</i> left their home province or territory. |
| Dependent Child(ren) | Means <i>Your</i> natural, adopted, or step-children who are: <ul style="list-style-type: none">• unmarried; and• dependent on <i>You</i> for financial maintenance and support; and<ul style="list-style-type: none">- 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 <i>Dependent Child</i> does not include a child born while the child's mother is outside her province or territory of residence during the <i>Covered Trip</i> , and as such, the child will not be insured with respect to that trip. |
| Effective Date | Means the date <i>Your Certificate</i> takes effect and is the date shown in <i>Your Application</i> or <i>Your</i> most recent <i>Declaration of Coverage</i> . |

| | |
|--|--|
| GHIP ("Government Health Insurance Plan") | Means a Canadian provincial or territorial government health insurance plan. |
| Group Policy | Means the Group Policy No. TI002 issued by <i>Us</i> to The Toronto-Dominion Bank. |
| Hospital | Means: <ul style="list-style-type: none"> • An institution that is licensed as an accredited hospital that is staffed and operated for the care and <i>Treatment</i> of in-patients and out-patients. <i>Treatment</i> must be supervised by <i>Physicians</i> and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment. • A <i>Hospital</i> is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa. |
| Hospitalized, or Hospitalization | Means to be an inpatient in a <i>Hospital</i> . |
| Immediate Family Member | Means an <i>Insured Person's</i> : <ul style="list-style-type: none"> • <i>Spouse</i>, parents, step-parent, grandparents, natural or adopted children, step-children or legal ward, grandchildren, brothers, sisters, step-brothers, step-sisters, aunts, uncles, nieces, nephews; and • mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law; and • the <i>Insured Person's Spouse's</i> grandparents, brothers-in-law and sisters-in-law. |
| Insured Person | Means a person: <ul style="list-style-type: none"> • who is eligible to be insured under this <i>Certificate</i>; and • who was named in the <i>Application</i>; and • for whom the required premium has been paid; and • on whom insurance has been issued under the <i>Certificate</i>. |
| Medical Condition | Means any disease, illness, or injury (including symptoms of undiagnosed conditions; complication of pregnancy within the first thirty-one (31) weeks of pregnancy; a mental or emotional disorder, including acute psychosis that requires admission to a <i>Hospital</i>). |
| Medical Emergency | Means a sudden and unforeseen sickness or injury that requires immediate <i>Treatment</i> . A <i>Medical Emergency</i> no longer exists when the evidence reviewed by <i>Our Administrator</i> indicates that no further <i>Treatment</i> is required at destination or <i>You</i> are able to return to <i>Your</i> province/territory of residence for further <i>Treatment</i> . |
| Minor Ailment | Means any sickness or injury which does not require: <ul style="list-style-type: none"> • the use of medication for a period greater than fifteen (15) days; or • more than one (1) follow up visit to a <i>Physician</i>, <i>Hospitalization</i>, surgical intervention, or referral to a specialist; or • which ends at least fourteen (14) consecutive days prior to the <i>Departure Date</i> of the trip. <p>NOTE: A chronic condition or complications of a chronic condition are not considered a <i>Minor Ailment</i>.</p> |
| Mountaineering | Means the ascent or descent of a mountain requiring the use of specialized equipment, including crampons, pick-axes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment. |
| Physician | Means a person who is not <i>You</i> or <i>Your Immediate Family Member</i> or <i>Your Travelling Companion</i> , licensed in the jurisdiction where the services are provided, to prescribe and administer medical treatment. |
| Policy Year | Means the period beginning on <i>Your Effective Date</i> and ending with the <i>Anniversary Date</i> one (1) year later and, if <i>You</i> renew <i>Your Annual Plan</i> , subsequent one (1) year periods, as applicable. |

| | |
|--|--|
| Pre-Existing Medical Condition | Means any <i>Medical Condition</i> , that exists prior to <i>Your Departure Date</i> . |
| Resident of Canada and/or Canadian Resident | Is any person who: <ul style="list-style-type: none"> • has lived in Canada for a total of 183 days within the last year (the 183 days do not have to be consecutive); or • is a member of the Canadian Forces. |
| Spouse | Means: <ul style="list-style-type: none"> • the person who the <i>Insured Person</i> is legally married to; or • the person the <i>Insured Person</i> has lived with for at least one (1) year and publicly refers to as his or her domestic partner. |
| Stable | Means a <i>Medical Condition</i> , other than a <i>Minor Ailment</i> , is considered <i>Stable</i> when all of the following statements are true: <ol style="list-style-type: none"> 1. there has not been any new <i>Treatment</i> prescribed or recommended, or change(s) to existing <i>Treatment</i> (including a stoppage in <i>Treatment</i>); and 2. there has not been any change to any existing prescribed drug (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new <i>Prescription Drug</i>; and 3. the <i>Medical Condition</i> has not become worse; and 4. there has not been any new, more frequent or more severe symptoms; and 5. there has been no <i>Hospitalization</i> or referral to a specialist; and 6. there have not been any tests, investigation or <i>Treatment</i> recommended, but not yet complete, nor any outstanding test results; and 7. there is no planned or pending <i>Treatment</i>. <p>All of the above conditions must be met for a <i>Medical Condition</i> to be considered <i>Stable</i>.</p> <p>Note: The following exceptions are considered <i>Stable</i>:</p> <ul style="list-style-type: none"> • 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 <i>Your Medical Condition</i>; or • a change from a brand name medication to a generic brand medication of the same dosage. |
| Travelling Companion | Means any person who travels with <i>You</i> during the <i>Covered Trip</i> and who is sharing transportation and/or accommodation with <i>You</i> . |
| Treatment, or Treated | Means a procedure prescribed, performed or recommended by a <i>Physician</i> or other authorized healthcare professional for a <i>Medical Condition</i> . This includes but is not limited to prescribed medication, investigative testing or surgery. |
| You, Your and Yours | Means the person(s) named as the <i>Insured Person(s)</i> on <i>Your</i> most recent <i>Declaration of Coverage</i> , for which insurance coverage was applied and the appropriate premium has been received by <i>Us</i> . |
| We, Us, Our and Ours | Means TD Life Insurance Company. |

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

How Insurer Protects Client Personal Information

PRIVACY AGREEMENT

COLLECTING AND USING YOUR INFORMATION

At the time *You* request to begin a relationship with *Us* and during the course of *Our* relationship, *We* may collect Information including:

- Details about *You* and *Your* background, including *Your* name, address, contact information, date of birth, occupation and other identification;
- Records that reflect *Your* dealings with and through *Us*;
- *Your* preferences and activities.

This Information may be collected from *You* and from sources within or outside TD, including from:

- Government agencies and registries, law enforcement authorities and public records;
- Credit reporting agencies;
- Other financial or lending institutions;
- Organizations with whom *You* make arrangements, other service providers or agents, including payment card networks;
- References or other information *You* have provided;
- Persons authorized to act on *Your* behalf under a power of attorney or other legal authority;
- *You* interactions with *Us*, including in person, over the phone, at the ATM, on *Your* mobile device or through email or the Internet;
- Records that reflect *Your* dealings with and through *Us*.

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

We will limit the collection and use of Information to what *We* require in order to serve *You* as *Our* customer and to administer *Our* business, including to:

- Verify *Your* identity;
- Evaluate and process *Your* application, accounts, transactions and reports;
- Provide *You* with ongoing service and information related to the products, accounts and services *You* hold with *Us*;
- Analyze *Your* needs and activities to help *Us* serve *You* better and develop new products and services;
- Help protect *You* and *Us* against fraud and error;
- Help manage and assess *Our* risks, operations and relationship with *You*;
- Help *Us* collect a debt or enforce an obligation owed to *Us* by *You*;
- Comply with applicable laws and requirements of regulators, including self-regulatory organizations.

DISCLOSING YOUR INFORMATION

We may disclose Information, including as follows:

- With *Your* consent;
- In response to a court order, search warrant or other demand or request, which *We* believe to be valid;
- To meet requests for information from regulators, including self-regulatory organizations of which *We* are a member or participant, or to satisfy legal and regulatory requirements applicable to *Us*;
- To suppliers, agents and other organizations that perform services for *You* or for *Us*, or on *Our* behalf;
- To payment card networks in order to operate or administer the payment card system that supports the products, services or accounts *You* have with *Us* (including for any products or services provided or made available by the payment card network as part of *Your* product, services or accounts with *Us*), or for any contests or other promotions they may make available to *You*;
- On the death of a joint account holder with right of survivorship, *We* may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death;
- When *We* buy a business or sell all or part of *Our* business or when considering those transactions;
- To help *Us* collect a debt or enforce an obligation owed to *Us* by *You*;
- Where permitted by law.

SHARING INFORMATION WITHIN TD

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

- To manage *Your* total relationship within TD, including servicing *Your* accounts and maintaining consistent Information about *You*;
- To manage and assess *Our* risks and operations, including to collect a debt owed to *Us* by *You*;
- To comply with legal or regulatory requirement;

You may not withdraw *Your* consent for these purposes.

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

Additional collections, uses and disclosures

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

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

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

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

With regard to life and health insurance, *We* may also obtain a personal investigation report prepared in connection with verifying and/or authenticating the information *You* provide in *Your* application or as part of the claims process.

With regard to home and auto insurance, *We* may also obtain Information about *You* from credit reporting agencies at the time of, and during the application process and on an ongoing basis to verify *Your* creditworthiness, perform a risk analysis and determine *Your* premium.

We may use *Your* Information to:

- Determine *Your* eligibility for insurance coverage;
- Administer *Your* insurance and *Our* relationship with *You*;
- Determine *Your* insurance premium;
- Investigate and adjudicate *Your* claims;
- Help manage and assess *Our* risks and operations.

We may share *Your* Information with any health-care professional, medically-related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada, to allow them to properly answer questions when providing *Us* with Information about *You*. We may share lab results about infectious diseases with appropriate public health authorities.

If We collect *Your* health-related Information for the purposes described above, it will not be shared within TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. *Your* Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of *Our* insurance operations, as well as their administrators and service providers for these purposes.

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

- Tell *You* about other products and services that may be of interest to *You*, including those offered by other businesses within TD and third parties We select;
- Determine *Your* eligibility to participate in contests, surveys or promotions;
- Conduct research, analysis, modeling, and surveys to assess *Your* satisfaction with *Us* as a customer, and to develop products and services;
- Contact *You* by telephone, fax, text messaging, or other electronic means and automatic dialing-announcing device, at the numbers *You* have provided *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 such amendments.

If *You* wish to opt-out or withdraw *Your* consent at any time for any of the opt-out choices described in this Agreement, *You* may do so by contacting *Us* at **1-800-293-4941**. Please read *Our* Privacy Code for further details about *Your* opt-out choices.

Complaint-Handling Process for TD Life Insurance Company

At TD Insurance we are committed to providing you with the best customer experience we can. Your confidence and trust are extremely important to us. If you have a concern about TD Insurance or the service you have received we want to work with you to resolve it as efficiently as possible. If a problem cannot be resolved immediately, the following steps are taken to ensure it is fixed as quickly and fairly as possible:

Step 1: Contact Our Administrator

If you are not satisfied with the outcome of your claim, you may appeal the decision by contacting our administrator by phone, mail, or email using the contact information provided below:

Allianz Global Assistance
Attention: Appeals Department
4273 King Street East
Kitchener, ON, Canada N2P 2E9
Phone: 1-800-293-4941
Email: appeals@allianz-assistance.ca

Step 2: Problem is referred to TD Insurance Customer Care

If you are not satisfied with the solution offered in Step 1, the problem will be escalated to the TD Insurance Customer Care Department. At this level a TD Insurance Customer Care Manager will work with you to understand the problem. The TD Insurance Customer Care Manager will provide you with the decision on the matter. You may contact the TD Insurance Customer Care Department directly by phone, mail or email using the contact information provided below:

TD Insurance Customer Care Department
PO Box 1
TD Centre
Toronto, Ontario M5K 1A2
Phone: 1-877-734-1288
Email: tdinscc@td.com

Please be sure to include your full name, address, telephone number, *Certificate* and/or claim number in all inquiries.

Step 3 – Contact the TD Insurance Ombudsman

If your problem or concern remains unresolved after you have followed Steps 1 and 2, you may contact the TD Insurance Ombudsman. The TD Insurance Ombudsman is dedicated to resolving disputes fairly and professionally. If the TD Insurance Ombudsman determines that your concern has not been addressed by a TD Insurance Customer Care Manager as outlined in Step 2, the TD Insurance Ombudsman may direct your problem to the appropriate business area for investigation and response. Within five days of receiving your enquiry, the TD Insurance Ombudsman will write or call to advise you if and where your problem has been redirected, whether it has been resolved, or in more complex cases, what further steps are being taken and when you can expect a resolution. You may contact the TD Insurance Ombudsman by:

TD Ombudsman
P.O. Box 1
TD Centre
Toronto, Ontario M5K 1A2
Phone: 416-982-4884 or 1-888-361-0319 (toll free)
Fax: 416-983-3460 or 1-866-891-2410 (toll free)
Email: td.ombudsman@td.com

Please be sure to include your full name, address, telephone number, *Certificate* and/or claim number in all inquiries.

Step 4 – If your problem or concern remains unsatisfied after you have received the ombudsman's final position letter you may contact the appropriate OmbudService:

Contact for home and auto complaints:

General Insurance OmbudService (GIO)

10 Milner Business Court, Suite 701

Toronto, Ontario M1B 3C6

Phone: 416-299-6931 or 1-877-225-0446 (toll free)

Fax: 416-299-4261

Website: www.giocanada.org

Contact for life and health complaints:

OmbudService for Life & Health Insurance (OLHI)

401 Bay Street, Suite 1507

P.O. Box 7

Toronto, Ontario M5H 2Y4

Phone: 416-777-9002 or 1-888-295-8112 (toll free)

Fax: 416-777-9750

Website: www.olhi.ca

Financial Consumer Agency of Canada

The Financial Consumer Agency of Canada (FCAC) supervises federally regulated financial institutions to ensure that they comply with federal consumer protection laws.

The FCAC also helps educate consumers, and monitors industry codes of conduct and public commitments designed to protect the interests of consumers. At TD Insurance, we comply with consumer laws that protect you in various ways. For example, we will provide you with information about our complaint-handling procedures. We also comply with the CBA Code of Conduct for Authorized Insurance Activities.

If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you can contact the FCAC in writing at:

Financial Consumer Agency of Canada

Enterprise Building, 6th Floor

427 Laurier Avenue West

Ottawa, Ontario

K1R 1B9

The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232).

For more information about the FCAC, please visit www.fcac-acfc.gc.ca Please note: The FCAC does not become involved in matters of redress or compensation – all requests for redress from TD Insurance must follow the problem resolution process available in this site.

