



TD Insurance
Trip Cancellation & Interruption Plan
Policy of Insurance

Issued by: TD Life Insurance Company (for medical covered causes) and TD Home and Auto Insurance Company (for non-medical covered causes). Global Excel Management Inc. ("Global Excel") provides Claims and Assistance services and CanAm Insurance Services (2018) Ltd. ("CanAm"), a subsidiary of Global Excel, provides sales and policy administration.

In the event you have to file a claim, you must call our administrator, *Global Excel*, immediately:
From Canada and U.S., call 1-833-962-1140 / From anywhere, call collect +1-519-988-7629

RIGHT TO EXAMINE *POLICY* – You have the right to cancel within 10 days of receipt of this *policy* and receive a full refund if a claim has not been paid, incurred or reported and you have not already departed on your covered trip. Upon such request, this *policy* will be considered to never have been in effect and the insurer will have no liability under this insurance. You must notify CanAm if you wish to cancel your coverage.

24-hour Emergency Assistance

In an *emergency*, you must call Global Excel immediately. If not, benefits will be limited as described in Section 7, under "Exclusions." Some expenses will only be covered if Global Excel approves them in advance.

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

- a) from Canada or the U.S., toll-free, 1-833-962-1140; or
- b) from other countries, +1-519-988-7629, collect.

Claims Support

To request a claim form or to receive claim-related support, call Global Excel from 8 a.m. to 8 p.m. ET, Monday to Friday, toll-free at 1-833-962-1140 or collect +1-519-988-7629.

Changes to Your Coverage

To cancel your insurance or to make changes to your coverage, call CanAm from 8 a.m. to 9 p.m. ET, Monday to Friday, and 9 a.m. to 5 p.m. ET on Saturday, toll-free at 1-833-962-1143.

Table of Contents

Section 1: Important Notice	3
Section 2: Eligibility	3
Section 3: Insurance Agreement	4
Section 4: Trip Cancellation and Interruption	5
Section 5: Accidental Death and Dismemberment	9
Section 6: Baggage and Personal Effects	10
Section 7: Exclusions	11
Section 8: General Provisions	13
Section 9: Statutory Conditions	14
Section 10: Definitions	15
How Insurer Protects Client Personal Information	18
Complaint-Handling Process for TD Life Insurance Company	21

Coverage under this <i>policy</i> is provided by:	Claims administration and adjudication services are provided by:	Sales and <i>policy</i> administration services are provided by:
<p>TD Life Insurance Company (Insurer) P.O. Box 1 TD Centre Toronto, Ontario M5K 1A2</p> <p>TD Home and Auto Insurance Company (Insurer) P.O. Box 1 TD Centre Toronto, Ontario M5K 1A2</p>	<p>Global Excel Management Inc. (Administrator) 73 Queen Street Sherbrooke, Quebec J1M 0C9 Phone: 1-833-962-1140 or +1-519-988-7629</p>	<p>CanAm Insurance Services (2018) Ltd. (Administrator) 73 Queen Street Sherbrooke, Quebec J1M 0C9 Phone: 1-833-962-1143</p>

Section 1: Important Notice

- Throughout the *policy* conditions (hereinafter called "*policy*"), words in italics have a specific meaning and are defined in Section 10 - Definitions.
- Please read this *policy* carefully before you travel.
- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your *policy* before you travel, as your coverage may be subject to certain limitations and exclusions.
- Pre-existing medical condition exclusions may apply to medical conditions and/or symptoms that existed prior to your trip. Refer to your *policy* to determine how these exclusions may affect your coverage and how they relate to your departure date, date of purchase or effective date.
- In the event of a *sickness* or *injury*, your prior medical history will be reviewed after a claim has been reported.
- All amounts are in Canadian currency, unless indicated otherwise.
- If, while you are on a *covered trip*, you return to your province or territory of residence for any reason prior to your expected return date, you must contact one of our representatives to discuss how your coverage may be affected.
- If there is a change in your departure date or effective date as indicated on your *confirmation of insurance*, you must contact one of our representatives before your departure date. Evidence of your departure date will be required at the time of claim and failure to contact one of our representatives may result in your *policy* being void.
- **This *policy* contains clauses which may limit the amounts payable.**
- **This *policy* contains a provision removing or restricting the right of the *insured* to designate persons to whom or for whose benefit insurance money is to be payable.**

Section 2: Eligibility

1. This insurance must be:
 - a) Issued in Canada for travel arrangements booked through a *supplier of travel services*; and
 - b) Purchased prior to the *contracted* date of departure from your province or territory of residence or Canada.
 2. You must meet the following conditions to be eligible for this insurance:
 - a) You must be a Canadian resident and be covered by the government health insurance plan (GHIP) of your Canadian province or territory of residence for the entire duration of your trip;
 - b) You must be 15 days of age or over;
 - c) You must NOT be travelling against the advice of a *physician* or have been diagnosed with a *terminal illness* or *metastatic cancer*;
 - d) You must NOT have a kidney disease requiring dialysis; and
 - e) You must NOT have been prescribed or used home oxygen during the 12 months prior to your date of application.
 3. You must complete and submit the Application prior to the effective date of insurance. You are subject to the eligibility criteria as outlined on the Application and in this *policy*.
- If this insurance is purchased in any other manner than as stated in this Section, this *policy* shall be null and void and the *insurer's* sole liability will be limited to the refund of the insurance premium paid.

Section 3: Insurance Agreement

A – The Contract

This TD Insurance Trip Cancellation & Interruption Plan, the Application and the *confirmation of insurance* all form part of *your* insurance contract and must be read as a whole. The *insurer* will pay eligible benefits specified in this *policy* upon payment of the required premium, submission of a correct and complete Application and occurrence of an insured risk, subject to the terms, conditions, limitations, exclusions, definitions and other provisions of this *policy*.

B – Plan Offered

TD Insurance Trip Cancellation & Interruption Plan provides coverage for Trip Cancellation, Trip Interruption, Accidental Death and Dismemberment and Baggage and Personal Effects. Please note;

- a) Coverage is for a single trip outside *your* province or territory of residence or Canada.
- b) Coverage must be purchased for the entire duration of *your* trip.
- c) Coverage must be purchased prior to departure from *your* province or territory of residence or Canada.

Effective Date for Trip Cancellation

Coverage **begins on** the date *you* purchase this insurance to cover *your trip* shown as *your* effective date on *your confirmation of insurance*.

Effective Date for Trip Interruption, Accidental Death and Dismemberment and Baggage and Personal Effects

Coverage **begins on** the later of the following:

- a) *your* departure date from *your* province or territory of residence; or
- b) *your* effective date as indicated on *your confirmation of insurance*.

Termination of Insurance

Coverage **terminates** on the earliest of the following:

- a) the date *you* return to *your* province or territory of residence; or
- b) the expiry date as indicated on *your confirmation of insurance*; or
- c) the date the Insured Risk occurs (if the *covered trip* is cancelled prior to the *contracted* date of departure).

This *policy* provides the following insurance coverage:

Benefits	Sum Insured
Trip Cancellation and Trip Interruption	Up to the amount of coverage purchased, to a maximum of \$25,000.
Accidental Death and Dismemberment Flight <i>Accident</i>	Up to \$200,000
Accidental Death and Dismemberment Common <i>Carrier Accident</i>	Up to \$100,000
Baggage and Personal Effects	Up to \$1,000
Baggage Delay	Up to \$400

C – Period of Coverage

Plan	Maximum Trip Duration
TD Insurance Trip Cancellation & Interruption Plan	Up to 182 <i>days</i> (or any number of <i>days</i> allowed in <i>your</i> province or territory of residence) *

* **Note:** Coverage beyond the Maximum Trip Duration (to a limit of one year) is permitted providing *you* have been granted an extension on *your* GHIP coverage. A *policy* cannot be issued for more than one year.

D – Payment of Premium

Coverage is conditional on the payment of *your* premium and does not take effect until *your* initial premium is paid. The premium must be paid on the date *you* purchase this insurance. Coverage will be null and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid or if no proof of *your* payment exists.

E - About Your Premium

Premiums will be based on:

- a) the total cost of the trip for *yourself* (including taxes); and
- b) our pricing that is in effect at the time of *your* application.

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

F – Refunds

You have the right to cancel within 10 days of receipt of this *policy* and receive a full refund if a claim has not been paid, incurred or reported and *you* have not already departed on *your covered trip*. Upon such request, this *policy* will be considered to never have been in effect and the *insurer* will have no liability under this insurance. *You* must notify CanAm if *you* wish to cancel *your* coverage.

Section 4: Trip Cancellation and Interruption

A – Coverage Offered

Benefits specified below are provided upon the occurrence of an insured risk.

Any of the following occurrences that prevent *you* from departing, travelling or returning on the dates of the *covered trip* is an insured risk.

Insured Risks

1. *Sickness, injury, death or quarantine of you, a travel companion, an immediate family member, a travel companion's immediate family member or a caregiver.*
2. *Death or emergency hospitalization of a business partner, a key employee or a close friend occurring within 10 days of the contracted departure date or during the covered trip.*
3. *Death or emergency hospitalization of your host at trip destination.*
4. *Complete cancellation of a cruise within 30 days of departure by the cruise line when the cruise ship is rendered inoperative as a result of a collision at sea, an onboard fire or the complete breakdown of the ship's engines (see paragraph B.5. under Benefits for Trip Cancellation). The cruise ship must weigh a minimum of 10,000 tons and your ticket must be issued and paid in full at the time of cancellation.*
5. *The relocation of your principal residence or that of a travel companion by reason of an unforeseen transfer initiated by the employer with whom you, your spouse, a travel companion or a travel companion's spouse are employed at the time of purchase of this insurance or the booking of the trip. This insured risk does not apply to cases of self-employment or temporary contract work.*
6. *Involuntary loss of permanent employment without just cause by you, your spouse, a travel companion, a travel companion's spouse, your parent or legal guardian (if you are under 16 years of age) provided that, at the time you purchased this insurance or booked the trip, the imminent loss was not public knowledge, nor were the aforementioned persons aware that such loss of permanent employment was imminent. This insured risk does not apply if employment began after this insurance was purchased or to cases of self-employment, temporary contract work, temporary layoffs or if you were in the trial period for a new permanent employment.*
7. *Your principal residence or that of a travel companion is rendered uninhabitable or your place of business or that of a travel companion is rendered inoperative. This insured risk does not cover losses caused by your intentional fault.*
8. *A new official travel notice issued by the Canadian Government after this insurance was purchased and after you booked your trip, warning Canadian residents not to travel to, or advising to leave, a specific region or country that is part of your covered trip.*

9. A delay that causes *you* to miss or interrupt any part of *your covered trip* when, the private or rented *vehicle* which *you* are driving or in which *you* are a passenger, or a *common carrier* or a prepaid connecting flight aboard which *you* are a passenger, is delayed due to weather, a mechanical failure, an emergency road closure by the police or an *accident*, provided that the *vehicle* or the *common carrier* was scheduled to arrive at the *contracted* departure or return point at least two hours (or the required minimum arrival reporting time, whichever is the greater) in advance of the *contracted* time of departure or return.
10. *You* or a *travel companion* are the victim of a hijacking or a direct, violent attack during the *covered trip*.

B – Benefits for Trip Cancellation

You must report the cancellation of *your covered trip* immediately. See Section 4 – G. How to Report a Trip Cancellation or Interruption for instructions.

When the insured risk occurs before departure this *policy* provides for payment of one of the following amounts specified below, up to the maximum described in Section 3 – B Plan Offered.

1. The portion of unused travel arrangements booked through a *supplier of travel services*, which are non-refundable and non-transferable to another date that *you* have paid for prior to *your* departure. This benefit applies to insured risks 1 to 9 ; or
2. the penalty fee charged for the reinstatement of the unused travel points. This benefit applies to insured risks 1 to 9: or
3. upgrade expenses for the extra cost of the next occupancy charge when any of the insured risks 1 to 9 prevents a *travel companion* from departing on the *covered trip* and *you* elect to continue with the *covered trip*; or
4. reasonable transportation costs for *you* to travel to the destination of *your covered trip* by the most direct route if *you* miss the *contracted* departure due to the occurrence of insured risk 1, 2, 7 or 9; or
5. a maximum of \$1,200 for prepaid accommodation and non-refundable prepaid airfare, not forming part of a fly-cruise package, booked and scheduled so that *you* may join the cruise ship that is part of *your covered trip* at its original point of embarkation, when the cruise departure is cancelled by the cruise line because the cruise ship (minimum weight 10,000 tons) has been rendered inoperative as a result of a collision at sea, an onboard fire or the complete breakdown of the ship's engines.

C – Benefits for Trip Interruption

You must report the interruption of *your covered trip* immediately. See Section 4 – G. How to Report a Trip Cancellation or Interruption for instructions.

When the insured risk occurs after departure, this *policy* provides for payment of the following amounts specified below, up to the maximum described in Section 3 – B Plan Offered.

1. If *you* must return earlier or later than the *contracted* date of return due to the occurrence of insured risk 1, 2, 3, 7, 8, 9 or 10:
 - a) up to the cost of a one-way economy airfare to the *contracted* point of departure or the fee charged by the airline to change *your contracted* date of return as shown on *your* current and usable travel ticket, whichever is less; and
 - b) the unused portion of *your* travel arrangements booked through a *supplier of travel services*, purchased before *your* departure date, that are non-refundable and non-transferable to another travel date. This does not include reimbursement for prepaid unused transportation home.

Note: This benefit does not reimburse the unused portion of any travel ticket, including the cost of the original travel ticket.
2. If *you* miss part of the *covered trip* due to the occurrence of insured risk 1, 2, 3, 8, 9 or 10:
 - a) reasonable and additional transportation costs for *you* to rejoin the tour or group by the most direct route; and
 - b) the unused portion of *your* travel arrangements booked through a *supplier of travel services*, purchased before *your* departure date, that are non-refundable and non-transferable to another travel date. This does not include reimbursement for prepaid unused transportation to *your* next destination point.

When an applicable insured risk occurs, the *insured* is eligible for interruption benefits 1 or 2 above.

3. When an insured risk occurs, *you* will also be reimbursed for reasonable and necessary commercial lodging and meals, commercial automobile rental, essential telephone calls and taxi transportation, to a maximum of \$1,500, subject to a limit of \$150 per *day*, provided:
 - a) *you* miss part of a *covered trip*; or
 - b) *your* or an *insured travel companion's* return to the *contracted* point of departure is delayed beyond the *contracted* date of return; or
 - c) *you* must return earlier than the *contracted* date of return.To file a claim for such expenses, *you* must supply original receipts from commercial organizations.
4. In the event of *your* death, up to a maximum benefit of \$5,000 will be reimbursed towards the actual cost incurred for preparation of remains, homeward transportation of the deceased *insured* to their province or territory of residence; or cremation and/or burial at the place of death of the *insured*. The cost of the casket or urn is not covered by this benefit.

D – Benefits for *Flight Itinerary Schedule Change*

1. Covered Risks

If an unexpected and unplanned change in the schedule (not a flight delay) of *your* confirmed, prepaid and ticketed flight reservations is announced, *you* will be reimbursed any additional expenses incurred for *your* re-scheduled flight(s) arising under the following conditions:

- a) when a change by any of the *non-aligned air carriers* providing a portion of the air transportation for *your covered trip* requires *you* to re-schedule a flight to complete *your covered trip*; or
- b) when *your* original flight itinerary, not forming part of a fly-cruise package, is changed more than 72 hours prior to departure, and *you* incur additional expenses for new flight arrangements to join *your* cruise embarkation at the point of cruise departure

This coverage applies to any flight that is part of *your covered trip*, from *your contracted* date and point of departure up to and including *your contracted* date of return to *your* original point of departure, subject to one *Flight Itinerary Schedule Change* per connecting point in the *covered trip*, to a maximum of \$1,200 per *covered trip*.

2. Benefits

The *insurer* will reimburse to *you*, for re-scheduled flights forming part of the *covered trip*, the lesser of the difference in cost (including usual and customary agency service fees, if normally applicable for similar reservation services) between *your* refundable and/or unusable travel ticket(s) and the cost of:

- a) the change fee for *your* new travel ticket, charged to *you* by the agency and/or air carrier(s) involved to bring *you* to the next connecting point or the point of initial cruise embarkation as shown on *your* original ticket itinerary; or
- b) a one-way economy ticket by the most cost-effective route, charged to *you* by the agency and/or air carrier(s) involved to bring *you* to the next connecting point or to the point of initial cruise embarkation on *your* original ticket itinerary.

E – Limitations and Restrictions

1. **Coverage Limited to Non-refundable Sums** – Failure to notify Global Excel may limit benefits payable to *you*. Only the sums that are non-refundable and non-transferable to another date on the *day* the insured risk occurs shall be considered for the purpose of the claim.
2. **Penalties Applicable to *Your Covered Trip*** - Prior to paying the deposit or the full amount of *your covered trip*, *you* must have in *your* possession, printed and documented evidence that clearly outlines the details of all the penalties that are applicable to the cancellation and/or interruption of *your covered trip*.
3. ***Flight Itinerary Schedule Change*:**
 - a) At the time of booking, *you* and/or *your supplier of travel services* must be completely unaware of any pending announcement regarding a *Flight Itinerary Schedule Change* that is applicable to *your covered trip*.
 - b) *You* must make new flight arrangements within five business *days* of the *Flight Itinerary Schedule Change* announcement made to *you* or *your supplier of travel services* by the air carrier(s) involved to bring *you* to the next connecting point or to the point of initial cruise embarkation on *your* original ticket itinerary.
 - c) This coverage is applicable only to the schedules of air carriers that, on the date of booking the *covered trip*, are duly authorized by appropriate and governing air transportation authorities.
 - d) Local and standard minimum airline connecting time rules and procedures, as well as printed instructions for re-confirmation for the *covered trip*, must be respected and adhered to.
4. **Excess Coverage** - If the total amount of all insurance coverage that *you* purchase from the *insurer* with respect to the same *covered trip* exceeds \$25,000 in the aggregate, then any such excess is void and the *insurer's* only liability with respect to such excess will be to refund the premiums relating to such excess

insurance coverage.

F – Exclusions for Trip Cancellation and Interruption
Please refer to Section 7 - Exclusions.

G – How to Report a Trip Cancellation or Interruption

1. *You* must substantiate *your* claim by providing all required documents. Failure to do so may result in non-payment of *your* claim. The *insurer* is not responsible for charges levied in relation to any such documents. Note that incomplete documentation will be returned to *you* for completion.
2. The *physician* recommending cancellation, interruption or delay of the *covered trip* must be *your* personal *physician* or a *physician* actively and personally attending to *your* care.
3. *You* must call Global Excel and *your supplier of travel services* on the *day* the insured risk occurs or on the next business *day* to advise them of *your* cancellation or interruption. Failure to do so may limit the benefits payable to *you*. Only the non-refundable prepaid amounts that apply on the *day* the insured risk occurs shall be considered for the purpose of *your* claim.
4. When *you* contact Global Excel by telephone, be prepared to provide the following information:
 - a) *your* name;
 - b) *your policy* number;
 - c) the insurance plan *you* purchased;
 - d) *your contracted* dates of travel for the *covered trip*;
 - e) the reason why *you* are cancelling or interrupting *your covered trip*;
 - f) the telephone, fax number and/or email address where *you* can be contacted immediately.
5. Once *you* have reported the cancellation or interruption of *your covered trip* (as described in 3 and 4 above), *you* must submit the documents listed below to Global Excel at the address indicated below. Please make sure *you* complete the following steps.

You must submit the following documents:

- a) A claim form (available by contacting Global Excel) fully completed and signed by *you* as well as *your* regular attending *physician* or the *physician* actively attending to *your* care who is recommending that *you* do not travel on the dates of *your covered trip*.
- b) Original invoice receipts for transportation, meals and accommodation and transfer vouchers.
- c) Original airline tickets. If any part of the airline ticket is refundable (taxes or penalty) please proceed first with the refund and send us a copy of the airline ticket and proof of refund.
- d) Original receipts as proof of payment for *your covered trip* showing date(s), amount(s) paid, *supplier of travel services* fees and penalties and the method of payment for *your* insurance. This is required for all the deposits and final payments *you* made to *your supplier of travel services*.

For Trip Cancellation

1. For a claim under insured risk 1, 2 or 3 due to death or *hospitalization*, a claim form (available by contacting Global Excel), a death certificate, *hospital* records and an explanation of *your* relationship to the person in question and why this event caused *you* to cancel *your covered trip*.
2. For a claim under insured risks 4 to 9, proof of the insured risk's occurrence, as follows:
 - a) for insured risk 4, the applicable letters from the cruise line;
 - b) for insured risk 5 or 6, a letter from the employer confirming the relocation or termination of employment;
 - c) for insured risk 7, the applicable reports from the proper authorities;
 - d) for insured risk 8, a proof of the official travel warning;
 - e) for insured risk 9, the original airline ticket(s) and/or an original cancellation invoice, the transfer vouchers, a police report detailing such circumstances, or in the case of a mechanical failure, an applicable letter from the rental agency confirming such failure or a commercial invoice detailing the necessary repairs to the *vehicle*.

For Trip Interruption

1. For a claim under insured risks 1, 2, 3, 7, 8, 9 or 10:
 - a) The original: airline tickets, transfer vouchers, accommodation and other travel documents prepaid for

- your covered trip.*
- b) An explanation of the events that caused *you* to interrupt *your covered trip* under the insured risk.
 - c) Complete details and dates of the event and an explanation of *your* relationship to the person in question where a person other than *yourself* is involved.
 - d) For out-of-pocket expenses: original receipts for the covered expenses incurred and an explanation of the expenses.
 - e) For *hospitalization*, death or repatriation: a copy of the *hospital* records, death certificate, receipts from airlines, funeral homes and other expenses covered under the insured risk.
2. Global Excel may ask *you* or *your* attending *physician* to provide additional evidence to support *your* claim. The existence of a pre-existing medical condition may be established using the medical records held by the claimant's attending *physician(s)* or any *hospital(s)* for the purpose of determining the validity of a claim. In this event, *you* will be responsible for any fees required to substantiate *your* claim. *You* may also be required to undergo examination by one or more of our *physicians*. In this event, Global Excel will cover any associated costs.
 3. For a claim under *Flight Itinerary Schedule Change* - *You* must provide proof of refund for the original tickets (a copy of the ticket refund notice or ticket exchange notice) or a letter from the agency if ticket(s) have not yet been issued or were sent for refund to the bank settlement plan, tour operator or wholesaler.

Please send all documents for your claim to:

Global Excel Management Inc., 73 Queen Street, Sherbrooke, Quebec J1M 0C9

Telephone: 1-833-962-1140 (toll free) or +1-519-988-7629 (collect) from 8 a.m. to 8 p.m. ET from Monday to Friday.

Section 5: Accidental Death and Dismemberment

A – Coverage Offered

1. **Flight Accident** – Death or dismemberment as a result of *injury* sustained during the *covered trip* while *you* are:
 - a) travelling as a passenger, not as pilot or crew member, aboard an *aircraft*, up to \$200,000 ; or
 - b) travelling as a passenger, not as pilot or crew member, aboard an *aircraft* operated by the Canadian Armed Forces or its British or American counterparts, up to \$200,000
2. **Common Carrier Accident** – Death or dismemberment as a result of *injury* sustained during the *covered trip* while *you* are:
 - a) on airport premises immediately prior to boarding or after alighting from an *aircraft*, up to \$100,000
 - b) travelling as a passenger in an airport limousine, bus or other ground *vehicle* provided or arranged for by the airline or airport authority for the purpose of boarding or alighting from an *aircraft*, up to \$100,000; or
 - c) travelling to or from the airport in connection with a flight that is part of *your covered trip* as a fare-paying passenger (not as pilot, driver or crew member) aboard a *common carrier* which is involved in an *accident*, up to \$100,000
3. **Exposure and Disappearance due to Accident**
 - a) If *you* are unavoidably exposed to the elements due to an *accident* resulting in the disappearance, sinking or damage of a *common carrier* aboard which *you* are a passenger and if, as a result of such exposure, *you* sustain a loss for which benefits would otherwise be payable, such loss will be covered by this *policy*.
 - b) If *you* disappear due to an *accident* resulting in the disappearance, sinking or damaging of a *common carrier* aboard which *you* are a passenger and if *your* body is not found within **52 weeks** of such *accident*, the *insurer* shall presume that *you* sustained loss of life as a result of *injury* covered by this *policy*, subject to there being no evidence to the contrary.

B – Benefits

The greatest of the following benefits is payable for all losses resulting within **100 days** from the date of a single *accident* described in A. Coverage Offered above and as a direct result thereof:

1. 100% of the *sum insured* if one single *accident* results in the loss of life, dismemberment of two limbs or loss of sight in both eyes.

Note: The benefit for dismemberment of two limbs or loss of sight in two eyes is payable only if such dismemberment results directly from a single *accident*.

2. 50% of the *sum insured* for dismemberment of one limb or loss of sight in one eye.
Note: "Loss" in reference to dismemberment means the actual, complete severance at or above the wrist or ankle joint. Loss of sight means the complete and irrecoverable loss of eyesight, which loss cannot be substantially corrected or remedied through simple treatment or corrective lenses.

C – Limitations and Restrictions

1. **Coverage Limited to Greatest Loss** – Should more than one covered loss be sustained as the direct result of a single *accident*, only the largest of the benefits is payable.
2. **Coverage Limited to Sum Insured** - The total benefits payable for one or more *accidents* occurring during the same *covered trip* shall not exceed the *sum insured*.
3. **Excess Coverage** - If the total amount of all *accident* insurance coverage that *you* purchase from the *insurer* with respect to the same *covered trip* exceeds \$200,000 in the aggregate, then any such excess is void and the *insurer's* only liability with respect to such excess will be to refund the premiums relating to such excess insurance coverage.

D – Exclusions for Accidental Death and Dismemberment

Please refer to Section 7 - Exclusions E – How to File a Claim

For a claim under Accidental Death and Dismemberment, *you* must contact Global Excel for forms and instructions.

Section 6: Baggage and Personal Effects

A – Coverage Offered

Loss of, or damage to, the baggage and personal effects *you* own and use by reason of theft, burglary, fire or transportation hazards during the *covered trip*, to a maximum *sum insured* of **\$1,000 (\$400 for Baggage Delay) per trip**. The *insurer* will reimburse eligible expenses only in excess of those reimbursable under any other source.

B – Benefits

The *insurer* reserves the right to repair or replace damaged or lost property with other property of like quality and value and shall not be liable beyond the *actual cash value* of such property at the time of loss or damage. When, after a reasonable period of time, property lost by the *common carrier* is not found, any claim will be assessed and paid.

1. **Personal Effects** - The *actual cash value* or **\$500**, whichever is less, in respect of any one item or set of items. Jewellery, cameras (including camera equipment), or sports equipment are respectively considered a single item.
2. **Document Replacement** - Reimbursement of the cost of replacing one or more of the following documents, to a maximum of **\$200**, in the event of loss or theft: passport, driver's licence, birth certificate or *travel visa*.
3. **Baggage Delay** - Up to **\$400** to purchase necessary toiletries in the event that *your* checked baggage is delayed by the *common carrier* for more than 12 hours while en route and before returning to *your contracted* point of departure. To file a claim, *you* must supply proof of delay of checked baggage from the *common carrier* and original purchase receipts.

C – Limitations and Restrictions

Total Benefits Limited to the Actual Expenses

The total benefits paid to *you* from all sources cannot exceed the actual expense which *you* have incurred.

D – Exclusions for Baggage and Personal Effects Please refer to Section 7 - Exclusions.

E – How to File a Claim

1. **Important** - In the event of loss due to theft, burglary, robbery or malicious mischief, *you* must notify and obtain supporting documentary evidence from the police immediately upon discovery. Failure to report the loss to the police shall invalidate any claim under this insurance for such loss.
2. *You* must substantiate *your* claim by providing all required documents. Failure to do so may result in non-payment of *your* claim. The *insurer* is not responsible for charges levied in relation to any such documents. Note that incomplete documentation will be returned to *you* for completion.
3. To file a claim, *you* must:
 - a) take all reasonable steps to protect, save and/or recover the property;
 - b) notify Global Excel of the loss within 24 hours;
 - c) promptly notify and obtain supporting documentary evidence from the transportation authorities in whose custody the insured property was at the time of loss or promptly notify the hotel manager, tour guide or police; and

- d) provide adequate proof of loss, ownership and *actual cash value* within 90 days from the date of loss. Failure to comply with these conditions shall invalidate any claim under this insurance for such loss.

You must submit:

- 4. You must submit the completed claim form (available by contacting Global Excel).
- 5. A copy of the insurance *policy* with the *policy/confirmation* number (if applicable) identified prominently.
- 6. **For loss:**
 - a) a report by the police and either the hotel manager, tour guide or transportation authorities in whose custody the insured property was at the time of loss;
 - b) adequate proof of loss, ownership and itemized value along with a detailed statement within 90 days from the date of loss (failure to supply such information shall invalidate *your* claim);
 - c) a Property Irregularity Report when luggage is lost or damaged while in the custody of the airline or *common carrier*;
 - d) adequate proof of home insurance coverage and/or amount of deductible (if applicable).
- 7. **For Baggage Delay:**
 - a) original itemized receipts for expenses actually incurred;
 - b) a copy of the baggage claim ticket;
 - c) a copy of *your* airline ticket;
 - d) a copy of the airline report confirming the delay of *your* checked baggage including the reason and the duration of the delay;
 - e) a copy of the delivery receipt for *your* checked baggage.

Please send all documents for your claim to:

Global Excel Management Inc., 73 Queen Street, Sherbrooke, Quebec J1M 0C9
 TELEPHONE: 1-833-962-1140 (toll free) **OR** +1-519-988-7629 (collect) during business hours 8 a.m. to 8 p.m. ET from Monday to Friday.

Section 7: Exclusions

Coverage	Applicable Exclusions
Trip Cancellation and Interruption	1 to 22
Accidental Death and Dismemberment <i>Flight Accident</i>	6 to 11, 21 to 24
Accidental Death and Dismemberment <i>Common Carrier Accident</i>	6 to 11, 21 to 24
Baggage and Personal Effects	6 to 9, 25 to 32

In exclusions 1, 2 and 4:

- a) Your **date of purchase** applies to Trip Cancellation benefits and refers to:
 - i. the date of initial deposit for *your covered trip*; or
 - ii. the effective date shown on *your confirmation of insurance* if you made *your* initial deposit for *your covered trip* prior to purchasing this insurance.
- b) Your **departure date** applies to Trip Interruption benefits.

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

- 1. Any *sickness, injury* or medical condition (other than a *minor ailment*) that was not *stable* at any time during the 90 days prior to *your date of purchase* or *your departure date*.
- 2. A heart condition, if any heart condition was not *stable* at any time during the 90 days prior to *your date of purchase* or *your departure date*.
- 3. A lung condition if, at any time during the 90 days prior to *your date of purchase* or *your departure date*:
 - a) any lung condition, was not *stable*; or
 - b) you have been *treated* with home oxygen or taken oral steroids (e.g., prednisone) for any lung condition.
 This exclusion applies to you, an *immediate family member*, a *travel companion*, a *travel companion's immediate family member*, a business partner, key employee, *caregiver*, close friend or *your* host at trip destination.

4. Any *injury, sickness* or medical condition which, prior to **your date of purchase** or **your departure date**:
 - a) was such as to render medical consultation or *hospitalization* expected;
 - b) which has been shown, by prior medical history, as probable or certain to occur.
5. Any reason, circumstance, event, activity, or medical condition affecting *you*, an *immediate family member*, a *travel companion*, a *travel companion's immediate family member*, a *caregiver*, business associate, close friend, or *your* host at trip destination, which on the *day* you booked your trip, made any additional payments on your travel arrangements, or purchased this insurance, *you* were aware may eventually prevent *you* from starting and/or completing *your covered trip* as booked.
6. *Sickness, injury* or medical condition if *you*, a *travel companion* or an *immediate family member* of *you* or *your travel companion* are awaiting or undergoing any surgery, medical test(s) examination(s), monitoring or consultation prior to **your date of purchase** or **your departure date**:
 - a) for an existing medical condition, other than a regular medical check-up. (In the eventuality of a claim, the dates of the last and next medical check-up must be provided.); or
 - b) for a new or changed medical condition which may eventually cause *you*, a *travel companion* or an *immediate family member* of *you* or *your travel companion* to seek medical attention.
7. Any cause or event which might reasonably have been expected to necessitate the immediate return of the *insured*.
8. Expenses for which no charge would normally be made in the absence of insurance.
9. Committing or attempting to commit an illegal act or criminal act. *Your* participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces.
10. Labour disruptions or strikes (legal or illegal).
11. Medication, drugs or toxic substance abuse or symptoms of withdrawal or overdose; alcohol abuse, alcoholism or an *accident* while being impaired by drugs or alcohol or having an alcohol concentration that exceeds 80 milligrams in 100 milliliters of blood.
12. Suicide (including any attempt thereat) or self-inflicted *injury*.
13. A disorder, disease, condition or symptom that is emotional, psychological, or mental in nature unless *you* are *hospitalized* on the date of occurrence for the event that caused a trip cancellation.
14. A trip taken for the purpose of seeking treatment, consultation or investigation for a medical condition for which, before *your* departure date, *you* knew or it was reasonable to expect *you* would need to seek treatment, consultation or investigation for that medical condition.
15. A trip undertaken for the purpose of visiting a sick or injured person when the *covered trip* is cancelled, interrupted or delayed due to such person's medical condition or death therefrom.
16. Routine pre-natal care.
17. High risk pregnancy. A high risk pregnancy means a pregnancy where any medical condition or risk factor puts the mother, the developing fetus, or both, at a higher than normal risk of developing medical complications during or after the pregnancy and birth.
18. Any child born during *your* trip.
19. Pregnancy, childbirth or complications of either, occurring in the nine weeks before or after the expected date of delivery.
20. A return earlier or later than the *contracted* date of return, unless recommended by the attending *physician*.
21. A return delayed more than 10 *days* beyond the *contracted* date of return, unless *you*, an *immediate family member* or a *travel companion* were *hospitalized* for at least 48 consecutive hours within the 10-*day* period.
22. 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 effective date*.

To view the travel advisories, visit the Government of Canada Travel site.

Note: This exclusion does not apply to claims for a medical *Emergency* or a medical condition unrelated to the travel advisory.
23. Flight *accident* (unless *you* are travelling as a fare-paying passenger on a commercial airline).
24. Participation:
 - a) in any sporting activity for which you are paid;
 - b) any sporting event for which the winners are awarded cash prizes;
 - c) in any motorized race or motorized speed contest;
 - d) any extreme sport or activity involving a high level of risk, such as those indicated below, but not limited to: in scuba diving (unless you hold a basic SCUBA designation from a certified school or other licensing body), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountain climbing using ropes and/or specialized equipment, rodeo, heli-skiing, any downhill skiing or snowboarding outside marked trails or any cycling racing event or ski racing event.

25. *Injury* sustained while making a parachute jump for any purpose other than to save *your* life.
26. Property illegally acquired, kept, stored or transported.
27. The purchase or replacement cost (prescribed or not) loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses or prosthetic teeth, limbs or devices and resulting prescription therefrom.
28. Loss or damage resulting from moths, vermin, deterioration or wear and tear.
29. Loss or damage caused by any imprudent action or omission by the *insured*.
30. Loss or damage by theft from an unattended *vehicle* unless it was locked and there was visible evidence of forced entry.
31. Belongings insured under another insurance *policy*.
32. Jewellery, cameras, camera equipment and sports equipment while held by a *common carrier*.
33. Money and currency (including any form thereof), credit cards, securities, tickets, documents, items pertaining to business, paintings, statuary, china, breakage of fragile articles, glass objects, or art objects.

Section 8: General Provisions

1. **Subrogation** – If *you* suffer a loss covered under this *policy*, the *insurer* is granted the right from *you* to take action to enforce all *your* rights, powers, privileges and remedies upon making payment or accepting the claim to the extent of the incurred losses, against any person, legal person or entity which caused such loss. Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to *you*, regardless of fault, the *insurer* is granted the right to make a demand for, and recover those benefits. If the *insurer* institutes an action, the *insurer* may do so at its own expense, in *your* name, and *you* will attend at the place of loss to assist in the action. If *you* institute a demand or action for a covered loss *you* shall immediately notify the *insurer* so that the *insurer* may safeguard its rights. *You* shall take no action after a loss that will impair the rights of the *Insurer* set forth in this paragraph and shall do such things as are necessary to secure the *insurer's* rights.
2. **Other Insurance** – This insurance is a second payor plan. For any loss or damage *insured* by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside *your* Canadian province or territory of residence that are in excess of the amounts for which *you* are *insured* under such other coverage. All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the *insurer* 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.
3. **Misrepresentation and Non-disclosure** – The completed and signed Application and Medical Questionnaire is essential to the appraisal of the risk by the *insurer* and is the basis of and forms part of *your* contract. Any erroneous responses thereon constitute material misrepresentation or concealment relating to an essential component of the contract, that renders *your* insurance void. Consequently, and following a loss, no claim shall be payable by the *insurer* and *you* shall be solely responsible for all expenses relating to *your* claim, including repatriation costs. The entire coverage under this *policy* shall be void if the *insurer* determines, whether before or after loss, *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning this *policy* or *your* interest therein, or if *you* refuse to disclose information or permit the use of such information, pertaining to any of the *insured* under this contract of insurance.
4. **Applicable Law** – This contract of insurance is governed by the laws of *your* Canadian province or territory of residence. Any legal proceeding by *you*, *your* heirs or assigns shall be brought in the courts of the Canadian province or territory of residence of the *insured*.
5. **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*.
6. **Coverage and/or payment benefit prohibited by law** - This coverage shall be null and void and no benefit will be payable where the coverage and/or payment of the benefit is prohibited by Canadian law or by any other applicable national economic or trade sanctions law or regulation.

Section 9: Statutory Conditions

1. **The Contract** – The application, this *policy*, any document attached to this *policy* when issued and any amendment to the contract agreed on in writing after this *policy* is issued constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.
2. **Waiver** – The *insurer* shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the *insurer*.
3. **Copy of Application** – The *insurer* shall, upon request, furnish to the *insurer* or to a claimant under the contract a copy of the application.
4. **Material facts** – No statement made by the *insured* or a person insured at the time of application for this contract shall be used in defense of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.
5. **Notice and Proof of Claim**
 - 1) The *insured* or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall
 - a) give written notice of claim to the *insurer*
 - i. by delivery of the notice, or by sending it by registered mail to the head office or chief agency of the *Insurer* in the Province, or
 - ii. by delivery of the notice to an authorized agent of the *insurer* in the Province, not later than 30 days after the date a claim arises under the contract on account of an *accident* or *sickness*;
 - b) within 90 days after the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to the *insurer* such proof as is reasonably possible in the circumstances of
 - i. the happening of the *accident* or the commencement of the *sickness*,
 - ii. the loss caused by the *accident* or *sickness*,
 - iii. the right of the claimant to receive payment,
 - iv. the claimant's age, and
 - v. if relevant, the beneficiary's age, and
 - c) if so required by the *insurer*, furnish a satisfactory certificate as to the cause or nature of the *accident* or *sickness* for which claim is made under the contract and, in the case of *sickness*, its duration.

Failure to Give Notice and Proof

- 2) Failure to give notice of claim or furnish proof of claim within the time required by this statutory condition does not invalidate the claim if
 - a) the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the *accident* or the date a claim arises under the contract on account of *sickness*, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
 - b) in the case of the death of the person *insured*, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.
6. **Insurer to furnish forms for Proof of Claim** – The *insurer* shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the *accident* or *sickness* giving rise to the claim and of the extent of the loss.
7. **Rights of Examination** – As a condition precedent to recovery of insurance money under this contract,
 - a) the claimant must give to the *insurer* an opportunity to examine the person of the person *insured* when and so often as it reasonably requires while the claim hereunder is pending, and
 - b) in the case of death of the person *insured*, the *insurer* may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.
8. **When money Payable** – All money payable under the contract shall be paid by the *insurer* within 60 days after it has received proof of claim.
9. **Limitation of Actions** - An action or proceeding against the *insurer* for the recovery of a claim under this contract shall not be commenced more than one year (in New Brunswick, Nova Scotia, Newfoundland and PEI), or two years (in Yukon, Northwest Territories and Nunavut), after the date the insurance money became payable or would have become payable if it had been a valid claim.

In the event of any inconsistency between the statutory conditions or provisions of the Civil Code of Quebec applicable to the *insured* and any other provisions of this *policy*, the statutory conditions or provisions of the Civil Code of Quebec, as applicable, shall prevail.

Section 10: Definitions

Throughout this *policy*, defined words are written in italics.

Accident means a fortuitous, sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in bodily *injury*.

Actual Cash Value means the estimated value at the time of loss.

Aircraft means a fixed wing multi-engine transport aircraft with an authorized take-off weight greater than 35,000 lbs. (15,900 kg) operated between licensed airports by a scheduled or charter airline of Canadian or foreign registry holding a valid National Transportation Agency License, Regular Specific Point or Charter Air Carrier License or its foreign equivalent, insofar as the aircraft is being used at the time as a conveyance in the capacity authorized by the airline's Scheduled Regular Specific Point or Charter Air Carrier License.

Caregiver means a person *you* have entrusted with the care of *your dependent child(ren)* on a permanent, full-time basis and whose services cannot reasonably be replaced.

Common Carrier means a conveyance (bus, taxi, train, boat, airplane or other *vehicle*) which is licensed, intended and used to transport paying passengers.

Confirmation of Insurance means the document *you* receive when *you* apply for new or additional coverage which includes *your policy* number and confirms the coverage *you* have purchased.

Contracted, in reference to a destination, a date or the time and place of arrival or departure, means that which is indicated in the travel documents for the *covered trip*.

Covered Trip means the travel arrangements which *you* have *contracted* through a *supplier of travel services* and paid for prior to *your* departure from *your* province or territory of residence or Canada and for which an insurance premium has been paid in full to cover the total non-refundable amount of *your* travel arrangements, when *you* have selected and paid for the TD Insurance Trip Cancellation & Interruption Plan at the time of application.

Day means 24 consecutive hours.

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

- a) unmarried; and
- b) dependent on *You* for financial maintenance and support; and
 - i. under 22 years of age, or
 - ii. under 26 years of age and attending an institution of higher learning, full-time, in Canada; or
 - iii. mentally or physically handicapped.

NOTE: A dependent child does not include a child born while the child's mother is outside her province or territory of residence during the *covered trip*, and as such, the child will not be insured with respect to that trip.

Emergency means that *you* require immediate *medical treatment* for the relief of acute pain or suffering resulting from an unexpected and unforeseen *sickness* or *injury* occurring while on a *covered trip* and that such *medical treatment* cannot be delayed until *your* return to *your* province or territory of residence.

Flight Itinerary Schedule Change means:

- a) The re-scheduled departure of an air carrier causing *you* to miss *your* next connecting flight with another air carrier when both air carriers are part of *your covered trip*;

- b) The earlier departure of an air carrier causing the ticket *you* purchased to be unusable for the prior connecting flight with another air carrier when both air carriers are part of *your covered trip*; or
- c) When *your* flight itinerary, not forming part of a fly-cruise package, is changed more than 72 hours prior to departure, and *you* must incur additional expenses for new flight arrangements to meet *your* original cruise embarkation.

A Flight Itinerary Schedule Change does not mean a change resulting from a labour dispute, strike or flight delay.

Hospital means an institution which is designated as a *hospital* by law; which is continuously staffed by one or more *physicians* at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and medical and surgical treatment of a *sickness* or *injury* in the acute phase, or active treatment of chronic conditions; which has facilities for diagnosis, major surgery and in-patient care. The term *hospital* does not include convalescent, nursing, rest or skilled nursing facilities, whether separate from or part of a regular general *hospital*, nor a facility operated exclusively for the treatment of persons who are mentally ill, aged, or drug or alcohol abusers.

Hospitalized or Hospitalization means an *insured* occupies a *hospital* bed for more than 24 hours for *medical treatment* and admission was recommended by a *physician* when *medically necessary*.

Immediate Family Member means *your* mother, father, sibling, son, daughter, *spouse*, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law and brother-in-law.

Insurer means TD Life insurance Company (for medical covered causes) and TD Home and Auto Insurance Company (for non-medical covered causes) who provides this insurance.

Injury means an unexpected and unforeseen harm to the body caused by an *accident*, occurring while on a *covered trip* and requiring immediate *emergency* treatment.

Insured, Insured Person, You, Your and Yourself means the person who is named as the insured person on the *confirmation of insurance* for which the appropriate premium has been paid.

Medical Treatment means any reasonable procedure which is medical, therapeutic or diagnostic in nature, which is *medically necessary* and which is prescribed by a *physician*. Medical treatment includes *hospitalization*, basic investigative testing, surgery, prescription medication (including prescribed as needed) or other treatment directly related to the *sickness*, *injury* or symptom.

Medically Necessary, in reference to a given service or supply, means such service or supply:

- a) is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- b) is not experimental or investigative in nature;
- c) cannot be omitted without adversely affecting *your* condition or quality of medical care;
- d) cannot be delayed until *your* return to *your* province or territory of residence or Canada.

Metastatic Cancer means a cancer that has spread from its original site to one or more other area(s) of the body.

Minor Ailment means any *sickness* or *injury* which does not require: the use of medication for a period of greater than 15 days; more than one follow-up visit to a *physician*, *hospitalization*, surgical intervention, or referral to a specialist; and which ends at least 30 consecutive days prior to the departure date of each trip. However, a chronic condition or any complication of a chronic condition is not considered a minor ailment.

Non-Aligned Air Carriers means two different connecting air carriers that are part of the *covered trip* when no fare agreement exists between these air carriers for this portion of the air transportation.

Physician means a medical practitioner whose legal and professional standing within his or her jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada, who is duly licensed in the jurisdiction in which he or she practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his or her licensed authority. A physician must be a person other than *yourself* or an *immediate family member*.

Policy means this *policy* of insurance.

Sickness means a disease or disorder of the body which results in loss while this coverage is in effect. The *sickness* must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *medical treatment*.

Spouse means the person who the *insured person* is legally married to; or the person the *insured person* has lived with for at least one (1) year and publicly refers to as his or her domestic partner.

Stable means any medical condition (other than a *minor ailment*) for which all the following statements are true:

- a) There has been no new diagnosis, treatment or prescribed medication;
- b) There has been no change in treatment or change in medication, including the amount of medication to be taken, how often it is taken, the type of medication or change in treatment frequency or type.
Exceptions: the routine adjustment of Coumadin, Warfarin, insulin or oral medication to control diabetes (as long as they are not newly prescribed or stopped) and a change from a brand name medication to a generic brand medication (provided that the dosage is not modified);
- c) There have been no new symptoms, more frequent symptoms or more severe symptoms;
- d) There have been no test results showing deterioration;
- e) There has been no *hospitalization* or referral to a specialist (made or recommended) and *you* are not awaiting results of further investigations for that medical condition.

Sum Insured means the maximum sum payable that applies to a given insurance benefit as described in Section 3.

Supplier of Travel Services means a travel agent, a tour operator, a travel wholesaler, an airline, a cruise line, a provider of ground transportation, a provider of travel accommodations who is legally authorized and licensed to sell travel services to the general public.

Terminal Illness means that *you* have a medical condition that is cause for a *physician* to estimate that *you* have less than 6 months to live or for which palliative care has been received.

Travel Companion means a person who is sharing travel arrangements with *you* from *your* point of departure on the *covered trip*, including accommodation and transportation, and who has paid such accommodation or transportation in advance of departure. A maximum of three persons will be considered *your travel companions*.

Travel Visa means the visa required for *your* entrance to a foreign country (not an immigration, employment or student visa).

Treated means that *you* have been *hospitalized*, have been prescribed medication (including prescribed as needed), have taken or are currently taking medication, or have undergone a medical or surgical procedure.

Vehicle means any automobile, station wagon, mini-van, sports utility vehicle (for on-road use), motorcycle, boat, pick-up truck or a mobile home, camper truck or trailer home under 36 feet in length, used exclusively for the transportation of passengers other than for hire, in which *you* are a passenger or driver during *your covered trip*.

This is the end of *your policy*.

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, LLC. 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, LLC, 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 **1-833-962-1140**. 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're committed to providing the best customer experience. *Your* confidence and trust are extremely important to us. If *you* have a problem or concern, *you* can contact us in the way most convenient for *you*. To do so, follow the complaint-handling process on our website at tdinsurance.com.

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:

Global Excel Management Inc.
Attention: Appeals Department
73 Queen Street

Sherbrooke, Quebec J1M 0C9

Phone: 1-833-962-1140 or +1-519-988-7629

Email: TDI.Claims@globalexcel.com

Step 2: Contact 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, *policy* and/or claim number in all inquiries.

Step 3 – Contact the Senior Customer Complaints Office

If *your* problem or concern remains unresolved after *you* have followed Steps 1 and 2, *you* may contact the Senior Customer Complaints Office (SCCO). The SCCO is dedicated to resolving disputes fairly and professionally. If the SCCO determines that *your* concern has not been addressed by a Customer Care Manager as outlined in Step 2, the SCCO may direct *your* problem to the appropriate business area for investigation and response. Within five days of receiving *your* enquiry, the SCCO 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 SCCO by:

Senior Customer Complaints Office

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.scco@td.com

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

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

Contact for home and auto complaints:

General Insurance OmbudService (GIO)

4711 Yonge Street, 10th Floor

Toronto, Ontario M2N 6K8

Phone: 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)

20 Adelaide Street East, Suite 802

P.O. Box 29

Toronto, Ontario M5C 2T6

Phone: 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.

