



TD Insurance
Single-Trip Medical Plan
Policy of Insurance

Issued by: TD Life Insurance Company. Global Excel Management Inc. ("Global Excel") provides Claims and Assistance services and CanAm Insurance Services (2018) Ltd. ("CanAm"); a subsidiary of Global Excel Management Inc. provides sales and policy administration.

IN THE EVENT OF AN EMERGENCY, you must call our administrator, Global Excel, immediately:

From Canada and U.S., call Toll Free 1-833-962-1140 / From anywhere, call collect +1-519-988-7629.

Do not assume that someone will contact Global Excel on *your* behalf. It remains *your* responsibility to ensure that Global Excel has been contacted prior to receiving treatment or as soon as reasonably possible. Failure to do so limits benefits payable to *you*:

- In the event of *hospitalization*, 80% of eligible expenses, based on *reasonable and customary costs*, to a maximum of \$25,000; and
- In the event of an outpatient medical consultation, a maximum of one visit per *sickness or injury*.

You will be responsible for payment of any remaining charges.

RIGHT TO EXAMINE POLICY – *You* have ten (10) days from the date *you* purchase this *policy* to notify CanAm 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.

For information on refunds after the 10-day period, please refer to the Refunds section in this *policy*.

Top Up or Optional Extension: If *you* have purchased this insurance as a **Top Up or Optional Extension** to *your* TD Insurance Multi-Trip All-Inclusive Plan, *you* are also covered for the Trip Interruption, Accidental Death and Dismemberment, as well as Baggage and Personal Effects coverages for the additional days outlined in *your confirmation of insurance*. Please review *your* TD Insurance Multi-Trip All-Inclusive Plan *policy* for all applicable benefits, exclusions, conditions, and limitations for these coverages. Please review this *policy* for all applicable benefits, exclusions, conditions, and limitations for your travel medical insurance coverage for the additional days outlined in *your confirmation of insurance*.

24-hour Emergency Assistance

In an *emergency*, *you* must call Global Excel immediately. If not, benefits will be limited as described in Section 5, under "Limitations and Restrictions." 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:

- from Canada or the U.S., toll-free, 1-833-962-1140; or
- 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: Benefits	7
Section 5: Limitations and Restrictions	8
Section 6: Exclusions	9
Section 7: International Assistance Services	11
Section 8: Claims Procedures	11
Section 9: General Provisions	12
Section 10: Statutory Conditions	13
Section 11: Definitions	14
How Insurer Protects Client Personal Information	17
Complaint-Handling Process for TD Life Insurance Company	20

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:
TD Life Insurance Company (Insurer) P.O. Box 1 TD Centre Toronto, Ontario M5K 1A2	Global Excel Management Inc. (Administrator) 73 Queen Street Sherbrooke, Quebec, J1M 0C9 Phone: 1-833-962-1140 or +1-519-988-7629	CanAm Insurance Services (2018) Ltd. (Administrator) 73 Queen Street Sherbrooke, Quebec, J1M 0C9 Phone: 1-833-962-1143

Section 1: Important Notice

- Throughout the *policy* conditions (hereinafter called "*policy*"), words in italics have a specific meaning and are defined in Section 11 - 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.
- You are required to contact Global Excel as soon as reasonably possible for approval of treatment. Failure to do so limits benefits (see Section 5 - Limitations and Restrictions).
- 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 CanAm 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 CanAm before your departure date. Evidence of your departure date will be required at the time of claim and failure to contact CanAm 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. 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 old or older;
 - 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.
2. 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*.
3. If your health changes or does not remain *stable* between the date you apply for insurance and your effective date, you must call CanAm to review the medical questions on the application. **If you are no longer eligible or no longer qualify for the insurance plan you purchased and you fail to contact CanAm, your claim will be denied, the insurer will void your *policy*, and the premium paid will be refunded. This means no benefits will be covered and you will be responsible for all expenses relating to your *sickness* or *injury*, including repatriation costs.**

What Coverage Options are Available

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

1. Single Coverage

You may apply for coverage under the Single-Trip Medical Plan for *yourself* or on behalf of *your dependent child(ren)* who are travelling without either *you* or *your spouse* under Single Coverage if:

- a) *You* specify in *your* application that the *policy* is to cover the *dependent child(ren)* instead of *you*; and
- b) *Your dependent child(ren)* meet(s) the Eligibility Requirements above

2. Couple Coverage

You may apply for coverage under the Single-Trip Medical Plan for *yourself* and on behalf of *your spouse* or a *travelling companion* under Couple Coverage if:

- a) *You* name *your spouse* or *travelling companion* in *your* application; and
- b) *You* and *your spouse* or *travelling companion* meet the Eligibility Requirements above.

3. Family Coverage

You may apply for coverage under the Single-Trip Medical Plan for *yourself* and *your dependent child(ren)* and/or on behalf of *your spouse* under Family Coverage if:

- a) *you* name *your spouse* and/or *dependent child(ren)* in *your* application; and
- b) they meet the Eligibility Requirements above and that *your dependent child(ren)* is/are travelling with *you* or *your spouse*

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. All individuals who require a medical questionnaire must purchase a separate *policy*.

When is a Medical Questionnaire Required?

A medical questionnaire will be required to be completed if applying for the Single-Trip Medical Plan or a top-up of the Single-Trip Medical Plan if *you* are:

- a) 60 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: Insurance Agreement

A – Coverage Offered

This contract offers coverage to a maximum of \$5 million CAD per *insured*, per trip for *reasonable and customary costs* incurred by *you* in case of an *emergency* occurring while *you* are travelling outside *your* province or territory of residence for the benefits set out in Section 4 - Benefits. The *insurer* will pay such eligible expenses, subject to all terms and conditions indicated in the *policy*, only in excess of those reimbursable under any group, individual, private, or public plan or contract of insurance, including any auto insurance plan and *your* Canadian provincial or territorial government health insurance plan.

B – Single-Trip Medical Plan

- a) Provides coverage for a single trip outside *your* province or territory of residence or Canada.
- b) Top Ups or Extensions are available (see Top Ups or Extensions below).
- c) Coverage must be purchased prior to departure from *your* province or territory of residence.
- d) Coverage must be purchased for the entire duration of *your* trip.

Period of Coverage

Age	Maximum Trip Duration
15 days old or older	Up to 182 days (or any number of days 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.

Effective Date of Coverage

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

- The date *you* leave *your* province or territory of residence; or
- Your* effective date as indicated on *your confirmation of insurance*.

Termination of Insurance

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

- The date *you* return to *your* province or territory of residence; or
- The expiry date indicated on *your confirmation of insurance*.

However, if *you* return to *your* province or territory of residence for an unexpected temporary visit prior to *your* expiry date, provided *you* have not incurred a claim, *your* coverage may resume with no additional premium once *you* leave *your* province or territory of residence to resume *your* trip. The premium for the number of days of *your* temporary return will not be refunded or reissued. If, during *your* temporary visit *you* are *treated* or *you* receive *medical treatment* for a medical condition (other than a *minor ailment*), *your policy* will terminate and *you* may be eligible for a partial refund (see Section 3 - Insurance Agreement, E - Refunds).

Top Ups or Extensions

Top Ups or Extensions are additional number of days of coverage beyond the duration of *your* current travel insurance plan. Each *policy* or term of coverage is considered a separate contract. Top Ups to another *insurer's* travel insurance are available with a Single-Trip Medical Plan.

IMPORTANT – When topping up another *insurer's* plan, it is *your* responsibility to ensure that *your* initial travel insurance contract allows a top up of its insurance coverage.

When purchasing a Top Up or Extension:

- Your* additional coverage must be purchased for the entire number of remaining days of *your* trip and start the day after expiry of *your* existing coverage.
- The total trip duration outside *your* province or territory of residence, including the Top Up or Extension, cannot exceed the maximum period of coverage for which *you* are eligible. Please refer to Period of Coverage above.
- For Top Ups or Extensions, *your* additional coverage must be purchased prior to departure from Canada, unless topping up a travel insurance *policy* underwritten by TD Life Insurance Company.

Note: The minimum premium per Top Up or Extension is \$25. The cost of additional days of insurance will be calculated based on the total trip duration, the age of the *insured* on the purchase date of the Top Up or Extension, and the premium schedule in effect at that time.

Coverage can be topped up or extended provided that:

- A claim has not been made under *your* existing *policy* for the specific trip and *you* have not experienced any changes in *your* health since the later of *your* effective date or departure date. If, however, a claim has been made, a top up or extension may be granted upon review of *your* file by the *insurer*; and
- You* remain eligible for insurance; and
- Your* existing coverage has not already expired; and
- You* contact CanAm during business hours by phone and pay the required premium **before** the expiry date of *your* existing coverage. Proof of departure may be required.

C - Automatic Extension of Coverage

Your coverage will be extended automatically without additional premium for up to 72 hours upon notifying Global Excel, if *your* return to *your* province or territory of residence is delayed beyond the expiry date of this insurance due to the following reasons:

- a) The delayed arrival or departure of a common carrier aboard which *you* are travelling causes *you* to miss *your* scheduled return to *your* province or territory of residence.
- b) The *vehicle* in which *you* are travelling is involved in an *accident* or mechanical breakdown that prevents *you* from returning to *your* province or territory of residence on or before *your* expiry date of this insurance.
- c) If driving, a delay due to inclement weather provided the return journey commences prior to the expiry date of this insurance.
- d) *You* or *your travelling companion's* return is delayed beyond the expiry date of this insurance as a direct result of *sickness* or *injury* for which *you* or *your travelling companion* are not deemed medically *stable* to return to *your* province or territory of residence in the opinion of Global Excel.

Note: If *you* or *your traveling companion* must remain *hospitalized* beyond the date coverage terminates for *your* trip for *medical treatment*, coverage will remain in force for as long as *you* remain confined to a *hospital*, plus up to an additional 72 hours after discharge from the *hospital*. Coverage may never be extended more than 212 days from the date *you* departed on *your* trip, but not longer than the maximum number of days allowed under *your GHIP* for travel outside of *your* province or territory of residence.

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 before *your* effective date. Coverage will be null and void if the premium is not received, if credit card charges are invalid, or if no proof of *your* payment exists.

About Your Premium

Premiums will be based on:

- a) the age of the oldest person to be *insured* as of the effective date of *your policy*;
- b) our pricing that is in effect at the time of *your* application;
- c) the duration of *your covered trip*; and
- d) *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

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.

E – Refunds

For **Single-Trip Medical Plans, Top Ups and Extensions**, a refund of the premium paid may be requested under the following circumstances:

1. If *your* entire trip is cancelled before *your* effective date: For a full refund, *you* may request a refund by notifying CanAm **before** *your* effective date as shown on *your confirmation of insurance*, otherwise if notification is made **after** *your* effective date, *your* refund will be calculated based on the remaining days of coverage from the date of notification. Proof of non-departure is required.
2. If, after *your* departure, *you* return to *your* province or territory of residence before *your* scheduled return date: For a partial refund, *you* may request a refund of premium (less \$15 administration fee) for the remaining days of coverage, provided no claim has been reported or initiated. *Your* refund will be calculated based on the remaining number of days of coverage. *Your* request must be made to CanAm with satisfactory proof (e.g., airline ticket or customs/immigration stamps) of *your* return date to *your* province or territory of residence, within 90 days of *your* return.

Section 4: Benefits

In order to be considered eligible expenses, many benefits listed in this section require the prior approval of Global Excel.

1. **Hospital Accommodation:** Charges up to the semi-private room rate (or an intensive or coronary care unit where *medically necessary*).
2. **Physician Fees:** *Medical treatment by a physician.*
3. **Diagnostic Services:** Laboratory tests and x-rays prescribed by the attending *physician* due to an *emergency*. Note: This *policy* does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms, ultrasounds, and biopsies unless such services are approved in advance by Global Excel.
4. **Paramedical Services:** Services of a licensed chiropractor, chiropodist, osteopath, podiatrist, or physiotherapist, including x-rays, to a maximum of \$300 per profession listed, when approved in advance by Global Excel.
5. **Prescription Drugs:** Drugs, serums and injectables that can only be obtained upon medical prescription, that are prescribed by a *physician* and that are supplied by a licensed pharmacist when required as a result of an *emergency*. Limited to a 30-day supply per prescription unless *you are hospitalized*. This benefit does not cover drugs, serums and injectables needed to stabilize a chronic condition or a medical condition which *you* had before *your* trip. To file a claim, *you* must supply original receipts issued by the pharmacist, *physician*, or *hospital*, indicating the total cost, prescription number, name of medication, quantity, date, and name of the prescribing *physician*.
6. **Ambulance Services:** When reasonable and *medically necessary*, licensed ground ambulance service to the nearest *hospital* (also covers taxi fare in lieu of ground ambulance).
7. **Medical Appliances:** When approved in advance by Global Excel, minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers and/or the temporary rental of a wheelchair when prescribed by the attending *physician* and required due to a covered *emergency*.
8. **Private Duty Nursing:** The professional services of a private registered nurse (other than an *immediate family member*) while *hospitalized* as the result of a covered *emergency*, when *medically necessary* and approved in advance by Global Excel.
9. **Emergency Air Transportation:** When approved and arranged in advance by Global Excel (see Section 5 - Limitations and Restrictions, # 3):
 - a) Air ambulance to the nearest appropriate medical facility or to a Canadian *hospital* for *medical treatment*;
 - b) Transport on a licensed airline with an attendant (when required) for *emergency* return to *your* province or territory of residence for immediate medical attention;
 - c) The fare for additional airline seats to accommodate a stretcher to return *you* to *your* province or territory of residence; or
 - d) Up to the cost of a one-way economy airfare to *your* province or territory of residence.
10. **Qualified Medical Attendant:** Fees for a qualified medical attendant (other than an *immediate family member*) to accompany *you* to *your* province or territory of residence when recommended by the attending *physician* and approved in advance and arranged by Global Excel. This includes return economy airfare and overnight lodging and meals (where necessary).
11. **Transportation to Bedside:** When approved in advance by Global Excel, a round-trip economy airfare from Canada and up to \$150 per day to a maximum of \$1,500 per *policy* for the cost of meals and commercial accommodation (original receipts are required) will be provided for a person of *your* choice to
 - a) Be with *you* when *you* are travelling alone and have been *hospitalized* for at least three consecutive days outside *your* province or territory of residence. *You* must provide written certification from the attending *physician* that the situation is serious enough to warrant the visit. This benefit is provided immediately if *you* are 20 years of age or less; or
 - b) Identify the deceased *insured* prior to the release of the body, where necessary.Furthermore, the person required at bedside or mandated to identify the deceased will be covered under the same terms and limitations of *your policy*.
12. **Return of Insured Travelling Companion:** When approved in advance by Global Excel, the cost of a one-way economy airfare to return *your insured travelling companion* to *your* province or territory of residence if *you* are returned under the *Emergency Air Transportation* or *Preparation and Return of Remains* benefit. For this benefit, *insured travelling companion* means *your travelling companion* who is named in *your* application and meets the eligibility requirements under this travel insurance *policy*.

13. **Treatment of Dental Accidents:** *Emergency* dental treatment at trip destination to a maximum of \$2,000 to repair or replace sound natural teeth or permanently attached artificial teeth injured as the result of an accidental blow to the face, provided *you* consult a *physician* or a dentist immediately following the *injury*. An *accident* report is required from the *physician* or dentist for claims purposes. This benefit excludes crowns and root canals.
14. **Emergency Relief of Dental Pain:** Up to \$500 per *insured* for *emergency* relief of dental pain at trip destination. This benefit excludes crowns and root canals.
15. **Out-of-Pocket Expenses:** When approved in advance by Global Excel, reasonable, necessary expenses incurred by *you* or an *insured travelling companion* for commercial lodging and meals, commercial automobile rental, or taxi transportation and parking fees up to \$150 per day to a maximum of \$1,500 per *policy*, if a covered *emergency* causes *you* to miss *your* scheduled return or requires that *you* be relocated for treatment. To file a claim, *you* must supply original receipts from commercial organizations and a certificate from the attending *physician* to the effect that *you* were unable to travel. For this benefit, *insured travelling companion* means *your travelling companion* who is named in *your* application and meets the eligibility requirements under this travel insurance *policy*.
16. **Vehicle Return:** Up to \$3,000 if neither *you*, nor someone travelling with *you*, is able to operate *your* owned or rented *vehicle* during *your* trip due to *sickness* or *injury*. Arrangements and payment will be made for the return of the *vehicle* to *your* home in *your* province or territory of residence or the nearest appropriate rental agency. Benefits will only be payable for one person to return the *vehicle* when approved and arranged in advance by Global Excel. This benefit does not cover wages lost by the person driving *your vehicle*. Original receipts are required.
17. **Return of Your Luggage** – When approved in advance by Global Excel, the return of *your* luggage to *your* province or territory of residence, in the event that *you* are returned to *your* province or territory of residence under the *Emergency* Air Transportation or Preparation and Return of Remains benefit, to a maximum of \$500.
18. **Preparation and Return of Remains:** In the event of *your* death, up to a maximum of \$5,000 per *policy* towards the actual cost incurred for preparation of remains; homeward transportation of the deceased *insured* to his or her 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.
19. **Escort of Dependent Child(ren):** When approved in advance by Global Excel:
 - a) Organization, escort, and payment up to the cost of a one-way economy airfare for the return of *your insured dependent child(ren)* in the event an *insured* parent or legal guardian (on the trip) is medically repatriated or *hospitalized* or
 - b) Reimbursement of up to \$1,000 for the services of a caregiver (other than an *immediate family member*) contracted by *you* for *your insured dependent child(ren)*, in the event an *insured* parent or legal guardian (on the trip) is medically repatriated or *hospitalized*.
 For this benefit, *insured dependent child(ren)* mean that *your dependent child(ren)* are *insured* under a travel insurance *policy* underwritten by TD Life Insurance Company.
20. **Pet Return:** The return to Canada of *your* accompanying cat or dog, in the event that *you* are *hospitalized* or repatriated during an *emergency*, to a maximum of \$500.
21. **Remote Evacuation:** *Your emergency* evacuation from a mountainous area, the sea, or other such remote location to the nearest, most reasonably accessible medical facility or *hospital*, to a maximum of \$5,000.
22. **Hospital Allowance:** When *you* are *hospitalized* for at least 48 consecutive hours due to *sickness* or *injury* during a *covered trip* outside *your* province or territory of residence, the *insurer* will reimburse *you* for *your* telephone, parking, and television charges up to \$50 per day, to a maximum of \$500 per *policy*.

Section 5: Limitations and Restrictions

1. **Pre-Approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment** — Global Excel must approve in advance any surgery, invasive procedure, diagnostic testing, or treatment (including, but not limited to, cardiac catheterization), prior to the *insured* undergoing such surgery, procedure, testing or treatment. It remains *your* responsibility to inform *your* attending *physician* to call Global Excel for approval, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis.
2. **Failure to Notify Global Excel** — In the event of an *emergency* during a *covered trip*, *you* must call Global Excel immediately, prior to seeking treatment. If it is not reasonably possible for *you* to contact Global Excel

prior to seeking treatment due to the nature of *your emergency*, *you* must have someone else call on *your* behalf or *you* must call as soon as medically possible. Failure to do so limits benefits payable to:

- a) In the event of *hospitalization*, 80% of eligible expenses, based on *reasonable and customary costs*, to a maximum of \$25,000; and
- b) In the event of an outpatient medical consultation, a maximum of one visit per *sickness* or *injury*. *You* will be responsible for payment of any remaining charges.

3. **Transfer or Medical Repatriation** — During an *emergency* (whether prior to admission, during a *hospitalization* or after *your* release from the *hospital*), the *insurer* reserves the right to:

- a) Transfer *you* to one of its preferred health care providers; and/or
- b) Return *you* to *your* province or territory of residence, for the *medical treatment* of *your sickness* or *injury* without danger to *your* life or health.

Global Excel will make every provision for *your* medical condition when choosing and arranging the mode of *your* transfer or return and, in the case of a transfer, when choosing the *hospital*. If *you* choose to decline the transfer or return when declared medically *stable* by the *insurer*, the *insurer* will be released from any liability for expenses incurred for such *sickness* or *injury* after the proposed date of transfer or return.

4. **Limitation of Benefits** — Once *you* are deemed medically *stable* to return to *your* province or territory of residence (with or without a medical escort) either in the opinion of the *insurer* or by virtue of discharge from *hospital*, *your emergency* is considered to have ended, whereupon any further consultation, treatment, recurrence, or complication related to the medical *emergency* will no longer be eligible for coverage under this *policy*.

5. **Availability and Quality of Care** — The *insurer* is not responsible for the availability, quality or results of any *medical treatment* or transportation, or *your* failure to obtain *medical treatment* or *hospitalization*.

6. **Benefits Limited to Incurred Expenses** — The total benefits paid to *you* from all sources cannot exceed the actual expenses which *you* have incurred.

Section 6: Exclusions

A – Pre-Existing Medical Conditions Exclusions

Rate Category	Pre-Existing Medical Condition Exclusions and Stability Period	
	Exclusions	Stability Period
a) No Rate Category	1, 2, and 3	90 days
b) Supreme	1, 2, and 3	90 days
c) Elite	1, 2, and 3	90 days
d) Advantage	1, 2, and 3	365 days
e) Standard	1, 2, and 3	365 days

The following exclusions are applicable to any medical condition *you* have, including any medical condition *you* have disclosed on the application (if applicable).

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 applicable stability period prior to each departure date. The applicable stability period is described in *your confirmation of insurance*.
2. *Your* heart condition, if **any** heart condition was not *stable* at any time during the applicable stability period prior to each departure date.
3. *Your* lung condition, if:
 - 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, at any time during the applicable stability period prior to each departure date.

B – General Exclusion

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

1. Expenses for which no charge would normally be made in the absence of insurance.
2. Committing or attempting to commit an illegal act or criminal act.
3. *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.
4. Medication, drugs, or toxic substance abuse, including 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.
5. Suicide (including any attempt thereat) or self-inflicted *injury*.
6. Radiotherapy or chemotherapy.
7. A disorder, disease, condition, or symptom that is emotional, psychological, or mental in nature unless *you are hospitalized*.
8. 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.
9. Routine pre-natal care.
10. 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.
11. Any child born during *your* trip.
12. Pregnancy, childbirth, or complications of either, occurring in the 9 weeks before or after the expected date of delivery.
13. *Sickness, injury*, or medical condition which first appeared, was diagnosed, or received treatment after the departure date and prior to the effective date of a Top Up if purchased as a top up to another *insurer's* travel insurance product.
14. Any medical condition for which *you* incur a claim after *your* departure date and prior to the effective date of the Top Up or Extension, if the Top Up or Extension was purchased after *your* departure date.
15. Treatment, surgery, medication, services or supplies that are not required for the immediate relief of acute pain or suffering, or that *you* elect to have provided outside *your* province or territory of residence when medical evidence indicates that *you* could return to *your* province or territory of residence to receive such treatment. The delay to receive treatment in *your* province or territory of residence has no bearing on the application of this exclusion.
16. Cardiac catheterization, angioplasty, and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved by Global Excel prior to being performed, except in extreme circumstances where such surgery is performed on an *emergency* basis immediately upon admission to a *hospital*.
17. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by Global Excel.
18. *Hospitalization* or services rendered in connection with general health examinations for “check-up” purposes, treatment of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation or ongoing care or treatment in connection with drugs, alcohol, including symptoms of withdrawal or any other substance abuse.
19. Noncompliance with any prescribed medical therapy or *medical treatment* (as determined by the *insurer*) or failure to carry out a *physician's* instructions.
20. Treatment of a *sickness* or *injury* after the initial medical *emergency* has ended (as determined by the *insurer*).
21. *Emergency* air transportation and/or car rental unless approved and arranged in advance by Global Excel.
22. Treatment not performed by or under the supervision of a *physician* or licensed dentist.
23. 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: 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.

24. The purchase or replacement cost (prescribed or not), loss of or damage to hearing devices, eyeglasses, sunglasses, contact lenses or prosthetic teeth, limbs or devices and resulting prescription.
25. Services provided by an optometrist or for cataract surgery.
26. The replacement of an existing prescription, whether by reason of loss, renewal or inadequate supply, or the purchase of drugs and medication (including vitamins) which are commonly available without a prescription or which are not legally registered and approved in Canada or which are not required as a result of a medical *emergency*.
27. Upgrading charges and cancellation penalties for airline tickets, unless approved in advance by Global Excel.
28. Elective and/or cosmetic surgery or treatment whether or not for psychological reasons.
29. 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.
30. Crowns and root canals.
31. Self-exposure to exceptional risk, hazardous pursuits or occupations or flight *accident* (unless *you* are travelling as a fare-paying passenger on a commercial airline).
32. A trip outside *your* province or territory of residence on a commercial *vehicle* for the purpose of delivering goods or carrying a load. This exclusion applies to the driver, the operator, a co-driver, a crew member, and any other passenger of the commercial *vehicle*.

Section 7: International Assistance Services

TD Insurance Assistance administered by Global Excel, answers *your* questions 24 hours a day, 7 days a week.

Emergency Call Centre — No matter where *you* travel, professional assistance personnel are ready to take *your* call. Please refer to *your confirmation of insurance* or wallet card for *emergency* numbers.

Referrals — Whenever possible, Global Excel will refer *you* to a medical provider (*hospital*, clinic, or *physician*) that is closest to where *you* are staying. With a referral, it is less likely that *you* will have to pay for services out-of-pocket.

Benefit Information — Explanation of *your policy* is available to *you* and to the medical providers who are treating *you*.

Case Management — Global Excel's experienced and professional team, available 24 hours a day, will monitor the services given in the event of an *emergency*. If necessary, Global Excel will help *you* to return to Canada for the care *you* need.

Urgent Message Relay — In the event of an *emergency*, Global Excel will contact *your travelling companion* to keep him/her apprised of *your* medical situation, and Global Excel will help *you* exchange important messages with *your* family.

Interpretation Service — Global Excel can connect *you* to a foreign language interpreter when required for *emergency* services in foreign countries.

Direct Billing — Whenever possible, Global Excel will instruct the *hospital* or clinic to bill the services directly to Global Excel.

Claims Information — Global Excel will answer any questions *you* have about the eligibility of *your* claim, Global Excel's standard verification procedures and the way that *your policy* benefits are administered.

Section 8: Claims Procedures

You are responsible for providing all of the information and documents outlined below within 90 days of receiving services, as well as for any charges levied for these documents:

- a) *Your policy* number and the patient's name (married and maiden, where applicable), date of birth and Canadian provincial or territorial government health insurance plan number (including the expiry date or version code, where applicable).
- b) All original itemized bills from the medical provider(s) stating the patient's name, diagnosis, all dates and types

of treatment, and the name of the medical facility and/or *physician*.

- c) For prescription drugs, the original prescription drug receipts (not cash receipts) from the pharmacist, *physician*, or *hospital* indicating the name of the prescribing *physician*, prescription number, name of preparation, date, quantity, and total cost.
- d) A completed and signed claims form provided to *you* by Global Excel when notice of claim has been given, which *you* must complete and sign for the purpose of allowing the *insurer* to recover payment from any other insurance contract or health plan (group, individual or government).
- e) For out-of-pocket expenses, an explanation of expenses accompanied by original receipts.
- f) If the *Emergency Air Transportation* benefit is used, the unused portion of *your* air ticket.

Important: Please note that incomplete documentation will be returned to *you* for completion. Once Global Excel receives *your* claim, *you* may be required to provide additional information. Failure to submit required information will lead to a delay in processing *your* claim.

Payment of Benefits

All payments are payable to *you* or on *your* behalf. In case of death of the *insured*, benefits are payable to the estate of the *insured* unless another beneficiary is designated in writing to Global Excel or the *insurer*. Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to *you*. No sum payable shall bear interest.

Send all pertinent documents 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 9: 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 10: 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 *insured* 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 11: 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*.

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

Covered Trip means a trip:

- a) made by an *insured person* outside the *insured person's* province or territory of residence; and
- b) that begins on the effective date of *your policy* and ends on the return date shown in the application or, *your* most recent *confirmation of insurance*; and
- c) is no longer than the maximum number of days allowed under *your* GHIP for travel outside of Canada.

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.

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.

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.

Insurer means TD Life insurance Company (for medical covered causes) who provides this insurance.

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.

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*.

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.

Reasonable and Customary Costs means costs that are incurred for approved, eligible medical services or supplies that do not exceed the average reimbursement the provider receives for all services rendered to its patients, up to a maximum of one and a half times the rate that would be applicable if the costs were payable by US Medicare.

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 (insofar as the dosage is not modified);
- c) there has been no new symptom, more frequent symptom, or more severe symptom;
- 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 and/or further investigations for that medical condition.

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.

Travelling Companion means any person who travels with *you* during the *covered trip* and who is sharing transportation and/or accommodation with *you*.

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. Note that aspirin/entrophen is not considered treatment.

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 definition does not apply to exclusion 32 (see Section 6 - Exclusions).

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.

