



TD Insurance
Meloche Monnex
Medical Travel Insurance Program
Policy of Insurance

Issued by: TD Life Insurance Company (for 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 Management Inc. provides sales and policy administration.

IN THE EVENT OF AN EMERGENCY, you must call TD Insurance Meloche Monnex Assistance, administered by 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 the right to cancel this policy within 10 days of receipt of the Policy Conditions and receive a full refund. 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 one of our representatives immediately if *you* wish to cancel *your* coverage and written confirmation must be received within 10 days of receipt of the Policy Conditions.

24-hour Emergency Assistance

In an *emergency*, *you* must call Global Excel immediately, or as soon as reasonably possible. 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.

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Coverage under this Policy is provided by:	Claims administration and adjudication services are provided by:	Sales and policy 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 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.
- *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 or Canada 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.**
- **The following only applies to residents of Quebec: The Parties hereby agree that this policy and related documents be drawn up in the English language only. *Les Parties aux présentes ont convenu que cette police et les documents s’y rattachant soient rédigés en langue anglaise seulement.***

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 age 60 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.
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 review the medical questions on the Application with one of our representatives. **If *you* are no longer eligible or no longer qualify for the insurance plan *you* purchased and *you* fail to contact one of our representatives, *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.**

4. If *you* are purchasing an Annual Plan and *your* health changes or does not remain *stable* after the effective date, *your* medical condition may not be covered (see Section 6 - Exclusions, paragraph A - Pre-Existing Medical Condition Exclusions).

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* (less any applicable deductible) 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 – Plans Offered

1. 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) This plan also offers:
 - i. **Canada Plan**
 - Provides coverage for a single trip outside *your* province or territory of residence, but within Canada.
 - *You* must be travelling outside *your* province or territory of residence but within Canada for the **entire** duration of *your* trip. If, during *your* period of coverage *you* leave Canada or return to *your* province or territory of residence, *your* policy will terminate and *you* may be eligible for a refund (see Section 3 - Insurance Agreement, E - Refunds).
 - Top Ups or Extensions are available (see Top Ups or Extensions below).
 - ii. **60 to 79 Vacation Plan**
 - Provides coverage for a single trip outside *your* province or territory of residence or Canada, for a maximum of 30 consecutive days.
 - *You* must be age 60 to 79 on the purchase date of the insurance.
 - Top Ups or Extensions are available up to a maximum trip duration of 30 days (see Top Ups or Extensions below).
- d) If *you* are travelling within Canada, coverage must be purchased prior to departure from *your* province or territory of residence.
- e) If *you* are travelling outside of Canada, coverage must be purchased prior to departure from Canada.
- f) Coverage must be purchased for the entire duration of *your* trip.

Period of Coverage

Plan	Age	Maximum Trip Duration
Single Trip Medical Plan	60 +	Up to 182 days (or any number of days allowed in <i>your</i> province or territory of residence)*
Canada Plan		
60 to 79 Vacation Plan	60-79	Up to 30 days

* **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:

- a) The date *you* leave *your* province or territory of residence or Canada; or
- b) Under the Canada Plan: the date *you* leave *your* province or territory of residence; or
- c) *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 Canada; or
- b) Under the Canada Plan: the date *you* either return to *your* province or territory of residence or the date *you* leave Canada; or
- c) 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:

- a) *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.
- b) 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.
- c) 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) 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
- b) *You* remain eligible for insurance; and
- c) *Your* existing coverage has not already expired; and
- d) *You* contact one of our representatives during business hours by phone, and pay the required premium **before** the expiry date of *your* existing coverage. Proof of departure may be required.

2. ANNUAL PLAN

- a) Provides coverage between the effective date and expiry date as indicated on *your* confirmation of insurance, for any number of trips outside Canada up to the allowable trip duration option *you* selected in the Period of Coverage table below. All Annual Plans provide unlimited travel within Canada (excluding *your* province or territory of residence) up to the number of days allowed by *your* GHIP coverage.
- b) Trips must be separated by a return to *your* province or territory of residence or Canada.
- c) *You* are not required to provide advance notice of the departure and return date of each trip; however, *you* will be required to provide evidence of *your* departure date and return date when filing a claim (e.g., airline ticket or customs/immigration stamps).
- d) Top Ups or Extensions are available (see 1. Single Trip Medical Plan, Top Ups or Extensions).

Note: When a planned trip extends beyond the maximum number of days allowed under the trip duration option of *your* Annual Plan or if *your* Annual Plan policy expires during *your* trip, *you* may purchase a Top Up for the additional number of days required for *your* trip. An Annual Plan cannot be used to top up another Annual Plan.

Period of Coverage

Plan	Age	Maximum Trip Duration Outside Canada	Unlimited Travel in Canada Allowed
Annual Plan	60-79	4, 9, 16 or 30 consecutive days	Yes
Annual Plan	80+	4, 9 or 16 consecutive days	Yes

Effective Date of Coverage

- a) Coverage under the Annual Plan policy **begins** on *your* effective date as indicated on *your* confirmation of insurance.
- b) Coverage for each trip **begins** on *your* departure date from *your* province or territory of residence or Canada, as long as coverage is in effect under the Annual Plan policy.

Note: No coverage is in effect for a trip outside of Canada that commenced prior to the effective date of the Annual Plan policy.

Termination of Insurance

- a) Coverage under the Annual Plan policy **terminates** on the day prior to the one-year anniversary of *your* effective date.
- b) Coverage for each trip **terminates** on the earliest of:
 - i. The expiry date of *your* Annual Plan policy as indicated on *your* confirmation of insurance; or
 - ii. The date *you* return to *your* province or territory of residence; or
 - iii. The date *you* reach the maximum number of days outside of Canada allowed under the Annual Plan option *you* selected, as indicated on *your* confirmation of insurance.

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 travel 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 travel 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 travel 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.

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 one of our representatives in writing **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 or Canada 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 in writing to one of our representatives with satisfactory proof (e.g. airline ticket or customs/immigration stamps) of *your* return date to *your* province or territory of residence or Canada, within 90 days of *your* return.

For **Annual Plans** a full refund of premium is available by notifying one of our representatives in writing **before** *your* effective date as shown on *your* confirmation of insurance. The premium is non-refundable as of the effective date as shown on *your* confirmation of insurance.

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 or Canada. *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 Travel Companion:** When approved in advance by Global Excel, the cost of a one-way economy airfare to return *your insured travel 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 travel companion* means that *your travel companion* is insured under a travel insurance policy underwritten by TD Life Insurance Company.
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 travel 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.
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 Children (and Grandchildren):** 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 *children* or grandchildren, provided they are under 21 years of age or of any age and have a permanent physical impairment or a permanent mental disability; 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 *children* or grandchildren, provided they are under 21 years of age or of any age and have a permanent physical impairment or a permanent mental disability, in the event an *insured* parent or legal guardian (on the trip) is medically repatriated or *hospitalized*.
For this benefit, insured *children* or grandchildren mean that *your children* or grandchildren 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.

If *you* are age 60 or over and *you* have purchased this insurance as a Top Up to *your* Wide Horizons Solution Travel Insurance policy, *you* are also covered for the Trip Interruption coverage as it is described in *your* Wide Horizons Solution Travel Insurance policy, including all applicable benefits, exclusions, conditions and limitations.

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

	Pre-Existing Medical Condition Exclusions and Stability Period	
	Exclusions	Stability Period
• Supreme	1, 2, and 3	90 days
• Elite	1, 2, and 3	90 days
• Advantage	1, 2, and 3	365 days
• Standard	1, 2, and 3	365 days
• 60 to 79 Vacation Plan	1, 2, and 3	90 days
• Canada Plan	Not Applicable	Not Applicable

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.
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 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 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) as a professional athlete in a sporting event including training or practice. (Professional means a person who engages in an activity as one's main paid occupation);
 - b) in any motorized race or motorized speed contest;
 - c) 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.
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 Meloche Monnex 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 travel 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) For an Annual Plan, proof of the departure date and return date.
- e) 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).
- f) For out-of-pocket expenses, an explanation of expenses accompanied by original receipts.
- g) 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 defence 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*.

Child(ren) means an unmarried child of the *insured person* or his or her *spouse* who is, at the date of purchase, at least 15 days old, dependent on the *insured person* or his or her *spouse* for support and:

- a) Is under 21 years of age; or
- b) Is a full time student who is under 26 years of age; or
- c) Has a permanent physical impairment or a permanent mental disability.

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 Annual Plan or the Single Trip Medical Plan at the time of application.

Deductible means the amount in U.S. dollars which the *insured* must pay before any remaining covered expenses are reimbursed under this policy. The deductible applies once, per *insured*, per 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.

Insurer means TD Life insurance Company (for 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*.

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 to whom the *insured person* is legally married or with whom the *insured person* has been residing for at least the last 12 months.

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.

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. 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 Group, Inc. and the Insurance Bureau of Canada, with knowledge of *Your* Information.

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

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

We may use *Your* Information to:

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

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

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

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

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

With respect to these marketing purposes, *You* may choose not to have *Us*:

- Contact *You* occasionally either by telephone, fax, text message, ATM, internet, mail, email or all of these methods, with offers that may be of interest to *You*;
- Contact *You* to participate in customer research and surveys.

Telephone and Internet discussions – When speaking with one of *Our* telephone service representatives, internet live chat agents, or messaging with *Us* through social media, *We* may monitor and/or record *Our* discussions for *Our* mutual protection, to enhance customer service and to confirm *Our* discussions with *You*.

MORE INFORMATION

This Agreement must be read together with *Our* Privacy Code which includes *Our* Online Privacy Code and *Our* Mobile Apps Privacy Code. *You* acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Agreement and *Our* privacy practices, visit www.td.com/privacy or contact *Us* for a copy.

You acknowledge that We may amend this Agreement and *Our* Privacy Code from time to time. We will post the revised Agreement and Privacy Code on *Our* website listed above. We may also make them available at *Our* branches or other premises or send them to *You* by mail. *You* acknowledge, authorize and agree to be bound by such amendments.

If *You* wish to opt-out or withdraw *Your* consent at any time for any of the opt-out choices described in this Agreement, *You* may do so by contacting *Us* at **1-833-962-1140**. 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 are committed to providing you with the best customer experience we can. Your confidence and trust are extremely important to us. If you have a concern about TD Insurance or the service you have received we want to work with you to resolve it as efficiently as possible. If a problem cannot be resolved immediately, the following steps are taken to ensure it is fixed as quickly and fairly as possible:

Step 1: Contact Our Administrator

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

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: Problem is referred to TD Insurance Customer Care

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

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

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

Step 3 – Contact the TD Insurance Ombudsman

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

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

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

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

Contact for home and auto complaints:

General Insurance OmbudService (GIO)

10 Milner Business Court, Suite 701

Toronto, Ontario M1B 3C6

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

Fax: 416-299-4261

Website: www.giocanada.org

Contact for life and health complaints:

OmbudService for Life & Health Insurance (OLHI)

401 Bay Street, Suite 1507

P.O. Box 7

Toronto, Ontario M5H 2Y4

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

Fax: 416-777-9750

Website: www.olhi.ca

Financial Consumer Agency of Canada

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

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

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

Financial Consumer Agency of Canada

Enterprise Building, 6th Floor

427 Laurier Avenue West

Ottawa, Ontario

K1R 1B9

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

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

