



TD Insurance  
**Meloche Monnex**  
**Wide Horizons Solution®**  
**Travel Insurance Program**  
**Policy of Insurance**

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

**IN THE EVENT 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

**RIGHT TO EXAMINE POLICY** – The *insured person* has the right to cancel this policy within 10 days of receipt of the policy 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. The *insured person* must notify their representative immediately if they wish to cancel their coverage and written confirmation must be received within 10 days of receipt of the policy.

**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 12, under "General Provisions and Limitations." 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

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Important Notice .....	3
Assistances Services .....	3
Definitions .....	4
Section 1: Important Notices .....	7
Section 2: Eligibility Criteria .....	7
Section 3: Plans Offered .....	7
Section 4: Insurance Agreement .....	11
Section 5: Medical Benefits .....	11
Section 6: Trip Cancellation and Interruption Benefits .....	14
Section 7: Supplementary Non-Medical Benefits .....	17
Section 8: General Exclusions .....	17
Section 9: Extension of Coverage .....	19
Section 10: Refunds .....	19
Section 11: Claims Procedures .....	20
Section 12: General Provisions and Limitations .....	21
Section 13: Statutory Conditions .....	22
How Insurer Protects Client Personal Information .....	24
Complaint-Handling Process for TD Life Insurance Company .....	27

Coverage under this Policy is provided by:	Claims Administration and adjudication services are provided by:	Sales and policy administration services are provided by:
<p><b>TD Life Insurance Company (Insurer)</b> P.O. Box 1 TD Centre Toronto, Ontario M5K 1A2</p> <p><b>TD Home and Auto Insurance Company (Insurer)</b> 320 Front Street West, 3rd Floor, Toronto, ON M5V 3B6</p>	<p><b>Global Excel Management Inc. (Administrator)</b> 73 Queen Street Sherbrooke, Quebec J1M 0C9 1-833-962-1140 or +1-519-988-7629</p>	<p><b>CanAm Insurance Services (2018) Ltd. (Administrator)</b> 73 Queen Street Sherbrooke, Quebec J1M 0C9 Phone: 1-833-962-1143</p>

## Important Notice

- Please read the 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 an *accident, injury or sickness*, *your* prior medical history will be reviewed when a claim is reported.
- *You* are required to contact *TD Insurance Meloche Monnex Assistance*, which is administered by Global Excel Management Inc. (hereinafter called "Global Excel") for prior approval of all treatments. If *you* fail to notify or obtain prior approval from Global Excel, benefits payable will be reduced by 20%, up to a maximum of \$10,000. This clause will not apply if the total expenses incurred do not exceed \$500.
- **This policy contains clauses which may limit the amounts payable.**
- All amounts are in Canadian currency, unless indicated otherwise.
- **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.*

**IN THE EVENT OF AN EMERGENCY OR TO REPORT A CLAIM, YOU MUST CALL TD INSURANCE MELOCHE MONNEX ASSISTANCE, ADMINISTERED BY GLOBAL EXCEL, IMMEDIATELY:**

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

## Assistances 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. From Canada and the U.S., call 1-833-962-1140; from anywhere, call collect +1-519-988-7629.

## Referrals

Global Excel can refer *you* to the preferred medical providers (*hospitals*, clinics and *physicians*) that are 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

Interpretation of *your* policy is available to *you* and to the medical providers who are treating *you*.

## Case Management

Our experienced and professional team, available 24 hours a day, will monitor the services given in the event of an *emergency*. If necessary, we will help *you* to return to Canada for the care *you* need.

## Urgent Message Relay

In the event of an *emergency*, we will contact *your travel companion* to keep him/her apprised of *your* situation, and we will help *you* exchange important messages with *your* family.

## Interpretation Service

We can connect *you* to a foreign language interpreter when required for *emergency* services in foreign countries.

## Direct Billing

Whenever possible, we will instruct the *hospital* or clinic to bill Global Excel directly.

## Claims Information

We will answer any questions *you* have about the eligibility of *your* claim, our standard verification procedures and the way that *your* policy benefits are administered.

## Worldwide, 24-hour toll-free telephone service also provides *you* with:

- Pre-travel information
- Assistance in contacting *your* family, employer, personal *physician* or other medical professionals
- Assistance in obtaining a second opinion if *you* have doubts about *your treatment* or progress
- Assistance in arranging payments and transfer of funds
- Notification to medical facilities of *your* insurance coverage
- Assistance in locating legal assistance
- Assistance in replacing lost or stolen travel documents and recovering misdirected luggage

## Definitions

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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*.

“**Caregiver**” means a person *you* have entrusted with the care of *your children*.

“**Child(ren)**” means an unmarried child of the *insured person* or his or her *spouse* who is, at the policy *effective date*, 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;
- 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.

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

“**Covered trip**” means the travel arrangements which *you* have contracted and paid in advance of departure and for which an insurance premium has been paid to cover the total non-refundable amount of *your* non-transferable travel arrangements.

**“Deductible”** means the amount in Canadian dollars for which the *insured* is liable for each claim, as stated on his/her confirmation of insurance, before any remaining *eligible expenses* are reimbursed under this policy.

**“Departure date”** means each date on which *you* leave *your* province or territory of residence or Canada.

**“Effective date”** means the date on which the coverage under this policy begins, as specified in *your* confirmation of insurance.

**“Eligible expenses”** means costs *you* incur which are payable by the *Insurer* based on the benefits, terms, limitations, conditions and exclusions of this policy.

**“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 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 *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, drug or alcohol abusers.

**“Hospitalized”** or **“Hospitalization”** means an *insured* occupies a *hospital* bed for more than 24 hours for *medical treatment* and for which 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, brother-in-law, stepparents or the person for whom *you* are the legal guardian.

**“Injury”** means an unexpected and unforeseen harm to the body caused by an *accident*, occurring while on a trip and requiring immediate *emergency* treatment that is covered by this policy. The injury must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *medical treatment* and for the *physician* to certify in writing the necessity of cancelling or interrupting the *covered trip*.

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

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

**“Key employee”** means an employee whose continued presence is critical to the ongoing affairs of the business during *your* absence.

**“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; and
- d) cannot be delayed until *your* return to *your* province or territory of residence or Canada.

**“Minor ailment”** means any *sickness* or *injury* which does not require:

- the use of medication for a period 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.

**“Ongoing condition”** refers to the continuing care and/or treatment of an acute *sickness* and/or *injury* after the initial *emergency* has ended as determined by the *Insurer*.

**“Physician”** means a medical practitioner whose legal and professional standing within his/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/she practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his/her license 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 and who is publicly recognized as the *insured person’s* spouse. In case of separation or divorce, all *insureds* remain covered until the expiry date.

**“Stable”** means any medical condition (other than a *minor ailment*) for which all of 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.

**“TD Insurance Meloche Monnex”** means the Business name of Security National Insurance Company.

**“Travel Companion”** means a person accompanying *you* on the trip, who shares accommodation or transportation with *you*, and who has paid for such accommodation or transportation in advance of departure.

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

“**Vehicle**” means any automobile, station wagon, mini-van, sports utility vehicle (for on road use), motorcycle, boat, pick-up truck or a mobile home, camper truck or trailer home, used exclusively for the transportation of passengers other than for hire, in which *you* are a passenger or driver during *your* trip. This definition does not apply to exclusion 29 (see Section 8 - General Exclusions).

“**You, Your, Yourself and Insured**” means the *insured person* and, if applicable, his or her eligible *spouse* and/or *children*.

## Section 1: Important Notices

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**All benefit limits indicated are in Canadian currency.**

*You* must contact *TD Insurance Meloche Monnex Assistance*, administered by Global Excel immediately, prior to seeking treatment; or for Trip Cancellation and Interruption or Non-Medical benefits, *you* must call on the day the insured risk occurs. 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. If *you* fail to notify or obtain prior approval from Global Excel, benefits payable will be reduced by 20%, up to a maximum of \$10,000. This clause will not apply if the total expenses incurred do not exceed \$500.

If *you* pay *eligible expenses* directly to a health service provider without prior approval by Global Excel, these services will be reimbursed to *you* on the basis of the *reasonable and customary costs* that would have been paid directly to such provider by the *Insurer*. Medical charges *you* pay may be higher than this amount therefore *you* will be responsible for any difference between the amount *you* paid and the *reasonable and customary costs* reimbursed by the *Insurer*.

## Section 2: Eligibility Criteria

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**1. *You* must meet the following criteria to be eligible for this insurance.** If the *insured person, spouse* or *children* do not meet one or more of the following criteria, this person is not covered under this insurance.

- a) *You* must be a Canadian resident and be covered by the government health insurance plan of *your* Canadian province or territory of residence for the entire duration of *your* trip. *You* must also remain covered by the government health insurance plan of *your* Canadian province or territory of residence during *your* trip(s) and at the time *you* incur a claim;
- b) *You* must NOT be travelling against the advice of a *physician* or have been diagnosed with a terminal illness. A terminal illness means that *you* have a medical condition that is cause for a *physician* to estimate that *you* have less than six months to live or for which palliative care has been received;
- c) *You* must NOT have a kidney disease requiring dialysis; and
- d) *You* must be at least 15 days old.

## Section 3: Plans Offered

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Plan	Age	Maximum Trip duration
Annual (Medical, Trip Cancellation and Interruption)	0 to 59	60 consecutive days (unlimited travel within Canada)
	60 or over	A choice of 22 or 30 consecutive days (unlimited travel within Canada)

Plan	Age	Maximum Trip duration
Top up or Optional Extension	0 to 59	Maximum of 182 days (or any number of days allowed in <i>your</i> province or territory of residence)
	60 or over	Maximum of 30 days. Only available on 22-day Annual Plan. Other coverage options may be available by calling one of our representatives at 1-833-962-1143.
Additional Optional Trip Cancellation	All ages	Premium is based on Sum Insured and sold per person, per trip

Benefits	Sum Insured
Annual Medical	\$ 5 million per person, per trip
Annual Trip Cancellation	\$2,500 per person or \$5,000 maximum per family for each annual period of coverage
Annual Trip Interruption	\$5,000 maximum per person, per <i>covered trip</i>
Additional Optional Trip Cancellation	\$1,000, \$2,500 or \$5,000 per person, per <i>covered trip</i>
Supplementary Non-Medical Benefits	\$5,000 (see benefit details in Section 7)

## ANNUAL PLAN

- a) Provides Emergency Travel Medical, Trip Cancellation, Trip Interruption and Supplementary Non-Medical benefits for the *insured person, spouse* and eligible *children* for any number of trips outside Canada during the policy period of coverage of up to 60 consecutive days for *insureds* age 59 or under (22 or 30 consecutive days, as indicated on *your* confirmation of insurance, for *insureds* age 60 or over). The Trip Duration for the Annual Plan when travelling outside Canada is based on *your* age on the *effective date* of the policy.
- b) Trip durations outside of *your* province or territory of residence but within Canada are unlimited.
- c) Trips must be separated by a return to *your* province, territory of residence or Canada.
- d) This insurance is issued for a maximum period of coverage of one year commencing on the *effective date* and terminating on the expiry date as indicated on *your* confirmation of insurance.
- e) *You* are not required to provide advance notice of the departure and return dates 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 stamp).
- f) All *insureds* may travel independently of one another.
- g) If the value of *your* trip exceeds the amount of Trip Cancellation benefits offered under the Annual Plan, an Additional Optional Trip Cancellation Plan may be purchased to cover the additional value of *your* trip (see details in Section 3 – Plans Offered - Additional Optional Trip Cancellation).
- h) Top Ups or Extensions are available (see Section 9). For trips outside Canada longer than 60 days for *insureds* age 59 or under (22 days for *insureds* age 60 or over), Top Up coverage is available. Top Up commences the day after the expiry of the Annual plan trip duration (see stipulations in Top Ups and Optional Extensions section).



- i) An Annual Plan cannot be used as a Top Up to another Annual Plan other than under the following exceptional circumstances:

### **ANNUAL PLAN EXCEPTION**

If *you* are travelling on a trip that extends beyond the expiry date of *your* Annual Plan and *you* have purchased a new Annual Plan prior to *your* departure with the same plan option (22, 30 or 60 days), *your* trip will be covered under the terms and conditions of *your* first Annual Plan until its expiry date, and the remainder of *your* trip will be covered under the terms and conditions of the new Annual Plan as of its *effective date*. The total number of days outside of Canada covered under both Annual Plans combined cannot exceed *your* selected plan option (22, 30 or 60 days). The new Annual Plan must have the same plan option duration, begin on the day immediately following the expiry date of the previous Annual Plan and must be purchased prior to departure. Coverage under the new Annual Plan is considered a new and separate term of coverage and is subject to all terms, exclusions (including the Pre-Existing Medical Conditions Exclusions), limitations and conditions of the new policy. Coverage for the trip under the previous Annual Plan will expire on the expiry date of *your* Annual Plan as indicated on *your* confirmation of insurance issued by the *Insurer*. Coverage for the trip under the new Annual Plan will begin on *your effective date* as indicated on *your* confirmation of insurance issued by the *Insurer* and expire on the earlier of the date *you* return to *your* province or territory of residence or the date *you* reach the maximum number of days outside of Canada, from *your original departure date*, allowed under the Annual Plan option you selected, as indicated on *your* confirmation of insurance issued by the *Insurer*. For trips outside of Canada longer than *your* selected Annual Plan option (22, 30 or 60 days) from *your original departure date*, Top Up coverage is available by purchasing a Top Up or Optional Extension.

**Note:** If *you* have a change in *your* planned travel dates between the date of application and *your departure date*, *you* must contact CanAm immediately PRIOR TO DEPARTURE, to change the *effective date* of *your* Top Up or Optional Extension and a new confirmation of insurance will be issued by the *Insurer* indicating the revised travel dates. If *you* leave earlier or later than planned and do not amend *your effective date* of *your* Top Up or Optional Extension prior to *your* departure, the Top Up or Optional Extension policy shall be null and void.

### **EFFECTIVE DATE OF COVERAGE**

Coverage under the Annual Plan policy begins on *your effective date* as indicated on *your* confirmation of insurance.

Coverage for Emergency Medical and Trip Interruption benefits for each trip under the Annual Plan begins on *your* departure from *your* province or territory of residence or Canada, as long as coverage is in effect.

Note: No coverage is in effect for a trip outside of Canada that commenced prior to the *effective date* of the Annual Plan (except as otherwise specified under the Annual Plan Exception above).

Coverage for Trip Cancellation benefits for each trip begins on the later of the day *you* purchase *your* travel arrangements or on the *effective date*.

Note: Coverage for a *spouse* or *child* who becomes eligible during the policy period will begin on the date the *spouse* or *child* becomes eligible as per Section 2 - Eligibility Criteria and provided they meet the definition of *spouse* or *child(ren)* as per the Definitions section.

### **TERMINATION DATE OF COVERAGE**

Coverage under the Annual Plan terminates on the one-year anniversary of the effective date of *your* policy or the date that *you* are no longer covered by a government health insurance plan of *your* Canadian province or territory of residence, whichever occurs first.

Coverage for Emergency Medical and Trip Interruption benefits for each trip under the Annual Plan terminates on the earliest of:

1. the expiry date on *your* Annual Plan as indicated on *your* confirmation of insurance (except if *you* are travelling on a trip that extends beyond the expiry date of *your* Annual Plan and *you* have purchased a new Annual Plan prior to *your* departure with the same plan option, as specified under the Annual Plan Exception above); or
2. the date *you* return to *your* province or territory of residence or Canada; or
3. the date *you* reach the maximum number of days outside Canada allowed under the Annual Plan, as indicated

on *your* confirmation of insurance.

Coverage for Trip Cancellation benefits terminates on the earlier of:

1. *your* departure from *your* province or territory of residence or Canada; or
2. the day *your* insured risk occurs.

## **PAYMENT OF PREMIUM**

*Your* insurance premium is payable by Visa or MasterCard credit card or debit card for the full amount. Coverage will be null and void if any premium is not received, if credit card charges are invalid, or if no proof of *your* payment exists.

It is a condition of *your* policy coming into effect that *your* initial premium is paid before the *effective date*.

For *your* convenience, a new Annual Plan will be sent to *you* each year at the premium rates and coverage terms in effect on the date the new policy is issued and *your* age based on the new policy's *effective date*. Documents for the new policy will be mailed to *you* 45 days prior to the expiry date of *your* previous Annual Plan policy.

## **TOP UPS AND OPTIONAL EXTENSIONS**

Additional Top Up days can be purchased by contacting one of our representatives at 1-833-962-1143 if *you* are travelling outside of Canada and *your* trip will be longer than *your* Annual Plan (60 days for *insureds* age 59 or under; or 22 days for *insureds* age 60 or over). The maximum period of coverage for *insureds* age 59 or under is 182 days (or any number of days allowed in *your* province or territory of residence). The maximum period of coverage for *insureds* age 60 or over, is 30 days. However, for *insureds* age 60 or over, travelling for 31 days or more, contact one of our representatives at 1-833-962-1143 for other coverage options that are available upon completion of a medical questionnaire.

After *your* departure, Optional Extensions are available should *you* wish to stay longer at *your* trip destination (see stipulations in Section 9 – Extension of Coverage - 2. Optional Extensions).

Coverage under the Top Up or Optional Extension is considered a new and separate term of coverage and is subject to all the terms, exclusions (including the Pre-existing Medical Conditions Exclusions), limitations and conditions of the new policy. In the case of a Top Up or Optional Extension, *your* coverage commences on the day after the expiry of the existing coverage in place, as indicated on *your* confirmation of insurance, and terminates on the earlier of the date *you* return to *your* province or territory of residence or the expiry date indicated on *your* confirmation of insurance. Coverage must be purchased for the entire duration of *your* trip and prior to the expiry of *your* existing coverage. Premium for the additional days is based on *your* age as of the *effective date* of the Top Up or Optional Extension. Top Ups or Optional Extensions are subject to a minimum premium of \$20. An Annual Plan cannot be used as a Top Up to another Annual Plan (see Annual Plan Exception).

Top Ups and Optional Extensions are payable in full on the purchase date by credit card (Visa or MasterCard). Coverage is conditional on the payment of premium.

## **ADDITIONAL OPTIONAL TRIP CANCELLATION**

If the value of *your* trip exceeds the amount offered or remaining under *your* Annual Plan Trip Cancellation benefit, Additional Optional Trip Cancellation may be purchased to cover the additional value of *your* trip. *Your* trip requiring the purchase of Additional Optional Trip Cancellation must take place during *your* Annual Plan policy period.

This additional Trip Cancellation insurance is sold on an optional basis and can be purchased by contacting one of our representatives at 1-833-962-1143 for each trip and for each *insured*.

The optional additional amounts available of \$1,000, \$2,500 or \$5,000 is in addition to the automatic \$2,500 Trip Cancellation benefit. Coverage is conditional on the payment of premium.

## Conditions for Optional Trip Cancellation

At the time *you* purchase *your* additional Optional Trip Cancellation, *you* must not know of, nor be aware of, any reason, circumstance, event, activity or medical condition affecting *you*, an *immediate family member*, a *travel companion*, or a *travel companion's immediate family member*, a close friend and/or *your* host at destination which may eventually prevent *you* from starting and/or completing *your covered trip* as booked and *you* and *your travel companion(s)* must be deemed fit to undertake and complete the *covered trip* as booked.

## Section 4: Insurance Agreement

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1. In consideration of the premium payment, the insurance issued by the *Insurer* covers benefits specified herein subject to the benefit maximums, any applicable deductibles, exclusions, definitions, provisions, limitations and other terms of this policy.
2. For medical benefits set out in Section 5 - Medical Benefits, in consideration of the premium payment, the insurance issued by the *Insurer* covers *reasonable and customary costs* in excess of any medical expenses payable under any group, individual, private or public plan or contract of insurance, including any auto insurance plan and by *your* Canadian provincial or territorial government health insurance plan for *emergency* treatment of an unexpected and unforeseen *sickness* or *injury* occurring while *you* are on a trip, to a maximum of \$5 million CAD.
3. For Medical Benefits, if the *Insurer* pays *your* health care provider or reimburses *you* for covered expenses, it will seek reimbursement from *your* Canadian provincial or territorial government health insurance plan and from any other medical reimbursement plan under which *you* may have coverage, in accordance with Canadian Life and Health Insurance Association Inc. guidelines. *You* may not claim or receive in total more than 100% of *your* total covered expenses.
4. The *deductible* amount that appears on *your* confirmation of insurance applies to each claim. The *deductible* amount cannot be changed after the *effective date* as indicated on *your* confirmation of insurance. Remaining covered expenses will be reimbursed after *you* have paid the deductible amount per claim.

## Section 5: Medical Benefits

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

If *you* require *emergency medical treatment* of a *sickness* or *injury* occurring outside *your* province or territory of residence while this policy is in force, *you* or the provider(s) of *medical treatment* will be reimbursed for *eligible expenses* incurred, based on *reasonable and customary costs*, less any applicable *deductible(s)*, for the following medical and *hospital* expenses, to a maximum of \$5 million CAD per *insured*, per trip.

1. Hospital Accommodation: Room and board charges up to the semi-private or private *hospital* room rate charges charged by the *hospital* (including expenses in an intensive or coronary care unit *if 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, chiropracist, osteopath, podiatrist or physiotherapist, including x-rays, to a maximum of \$500 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 (including cost of finding and shipping drugs that are not locally available) 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 and 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 medical facility (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 registered private nurse (other than an *immediate family member*) as the result of a covered *emergency*, when *medically necessary*, while *hospitalized* and when approved in advance by Global Excel.
  9. Emergency Air Transportation: When approved and arranged in advance by Global Excel (see Section 12 - General Provisions and Limitations - Transfer and Medical Repatriation):
    - 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.
  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 \$5,000 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 five consecutive days outside *your* province, territory of residence or Canada;  
*You* must provide written certification from the attending *physician* that the situation is serious enough to warrant the visit.
    - 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 Spouse and Children: When approved in advance by Global Excel, the cost of a one-way economy airfare to return the *insured person's* spouse and children to *your* province or territory of residence if the *insured person* is returned under the *Emergency Air Transportation* or Preparation and Return of Remains benefit or the *insured person* is *hospitalized* and unable to accompany their family during their return home, up to \$5,000 per policy.
  13. Treatment of Dental Accidents: *Emergency* dental treatment at trip destination to a maximum of \$5,000 per *insured* 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 \$300 per *insured* for *emergency* relief of dental pain at trip destination. This benefit excludes crowns and root canals.
  15. Meals and Accommodation: Up to \$500 per day to a maximum of \$5,000 per policy for the cost of commercial accommodation and meals for *you* or a *travel companion* who wishes to stay with *you* or at *your* bedside when *your* trip is delayed beyond *your* last day of coverage due to a *sickness* or *injury* suffered by *you* or another person covered under this policy. The fact that *you* are unable to travel must be certified by the attending *physician*. Original receipts from commercial organizations for meals and accommodation must be supplied. The benefit is subject to prior approval by Global Excel.
  16. Vehicle Return: Up to \$5,000 per policy 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 a single person to return the *vehicle* when approved and/or

arranged in advance by Global Excel. This benefit does not cover wages lost by the person driving *your vehicle*. Original receipts from commercial organizations are required.

17. **Preparation and Return of Remains:** In the event of *your* death, up to a maximum benefit of \$10,000 per *insured* towards the actual cost incurred for preparation of remains; homeward transportation of the deceased *insured* to his 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.
18. **Incidental Expenses:** Up to \$50 per day to a maximum of \$1,250 per policy will be reimbursed for *your* out-of-pocket expenses such as telephone calls, television and parking while *you* are *hospitalized* for a covered medical *emergency*. Original receipts are required.
19. **Escort of Children:** 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 *children*; or
  - b) reimbursement of up to \$2,500 for the services of a caregiver (other than an *immediate family member*) for *your children*, in the event *you* are medically repatriated or *hospitalized*. Provision of a caregiver will be arranged by Global Excel.
20. **Return to Trip Destination:** A one-way economy airfare for *you* to be returned to *your* contracted trip destination after *you* are returned to *your* province or territory of residence for immediate *medical treatment* provided *your* attending *physician* determines that *you* require no further treatment for *your emergency*, when approved in advance by the *Insurer*.

Once *you* return to *your* trip destination, a recurrence of the *sickness* or *injury*, which caused the initial *emergency*, or any problems or complications related thereto, will not be covered under this policy.

**Note:** This benefit is valid only if *you* were returned to Canada with the *Emergency Air Transportation* benefit and *your* insurance policy is still effective.

### Pre-existing Medical Condition Exclusions

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by any of the following exclusions depending on *your* age on *your effective date* as specified in the summary table below.

Age	Pre-existing Medical Condition Exclusions
59 or under	1, 2 and 3
60 or over	4, 5 and 6

1. Any *sickness, injury* or medical condition (other than a *minor ailment*) that was not *stable* at any time during the 90 days prior to each *departure date*.
2. A heart condition, if **any** heart condition was not *stable* at any time during the 90 days prior to each *departure date*.
3. A lung condition, if
  - a) any lung condition was not *stable*; or
  - b) *you* have been *treated* with home oxygen or have taken oral steroids (e.g. Prednisone) for any lung condition, at any time during the 90 days prior to each *departure date*.
4. Any *sickness, injury* or medical condition (other than a *minor ailment*) that was not *stable* at any time during the 365 days prior to each *departure date*.
5. A heart condition, if **any** heart condition was not *stable* at any time during the 365 days prior to each *departure date*.
6. A lung condition, if
  - a) any lung condition was not *stable*; or
  - b) *you* have been *treated* with home oxygen or have taken oral steroids (e.g. Prednisone) for any lung condition, at any time during the 365 days prior to each *departure date*.

## Section 6: Trip Cancellation and Interruption Benefits

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### Trip Cancellation

#### Insured Risks – Insured Reasons for Cancelling your Trip prior to Departure

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

1. *Sickness, injury* or death of an *insured, a travel companion, an immediate family member, a travel companion's immediate family member* or a *caregiver*. To file a claim, *you* must supply medical records and/or a death certificate.
2. Death or *emergency hospitalization* of a business partner or a *key employee* occurring within 10 days of the contracted *departure date*. To file a claim, *you* must supply *hospital* records and/or a death certificate.
3. Death, *emergency hospitalization, illness* or *injury* (other than a *minor ailment*) of *your* host at trip destination. To file a claim, *you* must supply medical records and/or a death certificate.
4. In the course of *your* employment, should *you* or a *travel companion* have to relocate by reason of an unforeseen transfer initiated by the employer with whom *you, your spouse, a travel companion* or a *travel companion's spouse* has been employed 12 months prior to the relocation date. This insured risk does not apply to cases of self-employment or temporary contract work.
5. Involuntary loss of permanent employment by *you, your spouse, a travel companion, a travel companion's spouse, your parent* or legal guardian by means of a permanent lay-off or company restructuring provided that, at the time *you* purchased this insurance, the aforementioned person has been employed with the same employer for more than one year, the imminent loss was not public knowledge, nor was the aforementioned person aware that such loss of permanent employment was imminent. To file a claim, *you* must supply a letter of termination. This insured risk does not apply if employment began after this insurance was purchased or to cases of self-employment, temporary contract work, temporary lay-off or dismissal.
6. *Your* or *your travel companion's* principal residence, accommodations at trip destination or place of business is rendered uninhabitable or in the case of the place of business, inoperative, as a result of a natural disaster.
7. *You* or a *travel companion* is summoned to perform police, fire or military service (whether active or reserve).
8. *You* or a *travel companion* are:
  - a) summoned for jury duty;
  - b) subpoenaed as a witness in a case; or
  - c) named as a plaintiff or a defendant in a civil suit. This insured risk applies only when the case is scheduled to be heard during the *covered trip* and the notice to appear is received after the date this insurance was purchased and after the purchase of travel arrangements. To file a claim, *you* must provide a copy of the notice of hearing, subpoena, summons or any other court document showing the date *you* must appear in court.
9. A new formal notice issued by the Canadian Government after this insurance was purchased and after the date of purchase of travel arrangements, warning Canadian residents to leave or not to travel to a specific region of any country that is part of *your covered trip*.
10. A delay that causes *you* to miss any part of *your covered trip* when the private or rented *vehicle* which *you* are driving or in which *you* are a passenger, or a *common carrier* aboard which *you* are a passenger, is delayed due to weather, a mechanical failure, an *emergency* road closure by the police or an *accident*, provided that the *vehicle* or the *common carrier* was scheduled to arrive at the contracted departure or return point at least two hours (or the required minimum reporting time, whichever is the greater) in advance of the contracted time of departure.
11. Delay of a prepaid *common carrier* that is part of *your* or *your travel companion's covered trip* due to weather conditions, when the delay represents at least 30% of the total duration of the *covered trip*, provided no other means of transportation is available and, as a result of this delay, *you* choose not to continue with the *covered trip*.

#### Benefits for Trip Cancellation

If an insured risk occurs and causes *you* to cancel *your* trip, *you* must contact Global Excel at 1-833-962-1140 toll-free or call collect +1-519-988-7629 and *your* Travel Agent (if applicable) on the day the insured risk occurs or on the next business day to advise them of the cancellation. Failure to notify Global Excel and *your* Travel Agent

may limit the benefits payable to *you*. Only the sums that are non-refundable and non-transferable to another date on the day the insured risk occurs shall be considered for the purposes of the claim.

If *you* must cancel *your covered trip* due to an insured risk, the *Insurer* will reimburse up to \$2,500 per *insured* and to a maximum of \$5,000 for all *insureds* covered under *your* policy, for each annual period of coverage less the applicable *deductible* amount:

1. The portion of unused travel arrangements, which are non-refundable and non-transferable to another date that *you* have paid in advance prior to *your* departure when any of the insured risks occur; or
2. the penalty fee charged for the reinstatement of the unused travel points, including travel point administrative cancellation fees (if applicable). This benefit applies to all insured risks; or
3. reasonable transportation costs for *you* to travel to the destination of *your covered trip* by the most direct route if *you* miss the contracted departure due to the occurrence of insured risk 1, 2, 6, 10 or 11.

### Conditions for Trip Cancellation

At the time *you* purchase *your* travel arrangements, **or on *your effective date of coverage when you have purchased your travel arrangements prior to purchasing this insurance***, *you* must not know of, nor be aware of, any reason, circumstance, event, activity or medical condition affecting *you*, an *immediate family member*, a *travel companion*, or a *travel companion's immediate family member*, a close friend and/or *your* host at destination which may eventually prevent *you* from starting *your covered trip* as booked and *you* and *your travel companion(s)* must be deemed fit to undertake the *covered trip* as booked.

### Pre-Existing Medical Condition Exclusions for Trip Cancellation

The following exclusions 1, 2 and 3 apply to the following people: the *insured person*, *spouse*, an *immediate family member*, a *travel companion*, a *travel companion's immediate family member*, a close friend, a business partner, a *key employee* and/or *your* host at destination.

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by any of the following exclusions.

1. Any *sickness*, *injury* or medical condition (other than a *minor ailment*) which was not *stable* at any time during the 90 days prior to the date of purchase of *your* travel arrangements **or *your effective date when you have purchased your travel arrangements prior to your purchase of this insurance***.
2. A heart condition, if any heart condition was not *stable* at any time during the 90 days prior to the date of purchase of *your* travel arrangements **or *your effective date when you have purchased your travel arrangements prior to your purchase of this insurance***.
3. A lung condition, if:
  - a) any lung condition was not *stable*; or
  - b) *you* have been *treated* with home oxygen or have taken oral steroids (e.g. Prednisone) for any lung condition, at any time during the 90 days prior to the date of purchase of *your* travel arrangements **or *your effective date when you have purchased your travel arrangements prior to your purchase of this insurance***.

### TRIP INTERRUPTION

#### Insured Risks – Insured Reasons for Interrupting *your* Trip after the *Departure Date*

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

1. *Sickness*, *injury* or death of *you*, *your spouse* or *child* travelling with *you*. To file a claim, *you* must supply medical records and/or a death certificate.
2. *Death*, *sickness* or *injury* which requires intensive care treatment of an *immediate family member* not travelling with *you*. To file a claim, *you* must supply medical records and/or a death certificate.
3. A new formal notice issued by the Canadian Government after *your departure date*, warning Canadian residents to leave or not to travel to a specific region of any country that is part of *your covered trip*.
4. A delay that causes *you* to miss or interrupt any part of *your covered trip* when the private or rented *vehicle* which *you* are driving or in which *you* are a passenger, or a *common carrier* or a prepaid connecting flight aboard which *you* are a passenger, is delayed due to weather, a mechanical failure, an emergency road closure by the police or an accident, provided that the *vehicle* or the *common carrier* was scheduled to arrive at the contracted departure or return point at least two hours (or the required minimum reporting time, whichever is the greater) in advance of the contracted time of departure or return. To file a claim, *you* must supply a detailed report from the supplier or authorities that includes the cause of the interruption or delay.

5. Delay of a prepaid *common carrier* that is part of *your* or *your travel companion's covered trip* due to weather conditions, when the delay represents at least 30% of the total duration of the *covered trip*, provided no other means of transportation is available and, as a result of this delay, *you* choose not to continue with the *covered trip*.
6. *Your* or *your travel companion's* principal residence, accommodations at trip destination or place of business is rendered uninhabitable or in the case of the place of business, inoperative as a result of a natural disaster.

### Benefits for Trip Interruption

If *you* must interrupt *your* trip due to the occurrence of an insured risk, *you* must contact Global Excel immediately on the day the insured risk occurs or on the next business day.

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

Only the sums that are non-refundable and non-transferable to another date on the day the insured risk occurs shall be considered for the purposes of the claim.

1. If *you* must return to *your* province or territory of residence earlier or later than the contracted date of return due to the occurrence of an insured risk, the *Insurer* will reimburse up to \$5,000 per *insured* for each *covered trip* less the applicable *deductible* amount:
  - a) up to the cost of a one-way economy airfare to the contracted point of departure or the fee charged by the airline to change *your* contracted date of return as shown on *your* current and usable ticket, whichever is less; and
  - b) the non-refundable portion of unused travel arrangements (if any) paid prior to *your* contracted date of departure; and
  - c) for reasonable and necessary commercial lodging and meals, commercial automobile rental, essential telephone calls and taxi transportation, to a maximum of \$500, subject to a limit of \$100, per day per *covered trip*. To file a claim for such expenses, *you* must supply original receipts from commercial organizations.

**Note: This benefit does not reimburse the unused portion of any travel ticket including the cost of the original travel ticket.**
2. If *you* miss part of the *covered trip* due to the occurrence of an insured risk, the *Insurer* will reimburse up to \$5,000 per *insured* for each *covered trip* less the applicable *deductible* amount:
  - a) reasonable and additional transportation costs for the *insured person, spouse* or *child(ren)* to rejoin the tour or group by the most direct route; and
  - b) the non-refundable portion of other unused land arrangements (if any) paid prior to *your* contracted date of departure; and
  - c) for reasonable and necessary commercial lodging and meals, commercial automobile rental, essential telephone calls and taxi transportation, to a maximum of \$500, subject to a limit of \$100 per day per *covered trip*. To file a claim for such expenses, *you* must supply original receipts from commercial organizations.

### Conditions for Trip Interruption

*You* and *your travel companion(s)* must be deemed fit to undertake and complete the *covered trip* as booked. Please see General Exclusions in Section 8.

### Pre-Existing Medical Condition Exclusions for Trip Interruption

The following exclusions 1, 2 and 3 apply to the *insured person, spouse* and/or an *immediate family member*. 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*) which was not *stable* at any time during the 90 days prior to each *departure date*.
2. A heart condition, if any heart condition was not *stable* at any time during the 90 days prior to each *departure date*.
3. A lung condition, if:
  - a) any lung condition was not *stable*; or
  - b) *you* have been *treated* with home oxygen or have taken oral steroids (e.g. Prednisone) for any lung condition, at any time during the 90 days prior to each *departure date*.



## Section 7: Supplementary Non-Medical Benefits

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**Emergency Non-Medical Assistance Services** Where prior approval is given, the *Insurer* will pay for reasonable expenses incurred for *Emergency Non-Medical Assistance Services*.

### **Vehicle Assistance Benefits**

If *your vehicle* is insured through *TD Insurance Meloche Monnex* and *you* have submitted a claim following a loss or damage under such *vehicle* insurance policy, reimbursement of *your* expenses as shown:

1. **Return of vehicle**

If the insured loss or damage will take longer to repair than *your* planned vacation or travel time, reimbursement of up to \$5,000 per trip to return the *vehicle* to *your* home.

2. **Return home**

If the insured loss or damage makes *your vehicle* unfit to drive or will take longer to repair than *your* planned vacation or travel time, reimbursement of up to \$5,000 per *insured*, per trip for a one-way economy flight to return home.

3. **Extended stay**

If *you* can reasonably extend *your* travel time to wait for *your vehicle* to be repaired, reimbursement of up to \$5,000 per *insured*, per trip for the cost of hotel accommodation and meals.

### **Home Assistance Benefits**

If *your* residence is insured through *TD Insurance Meloche Monnex* and *you* have submitted a claim following a loss or damage under such home insurance policy, reimbursement of *your* reasonable expenses as shown:

1. **Return home**

If an *insured* loss or damage makes *your* home unfit for occupancy or unusable, or requires *your* immediate intervention and should there be no relative or acquaintance available to make decisions or take any necessary action on *your* behalf, reimbursement of the cost of a one-way economy flight home, up to a maximum of \$5,000 per *insured*, per trip.

2. **Trip interruption**

If it is decided *you* must return home, reimbursement of up to \$5,000 per *insured*, per trip for any non-refundable prepaid travel costs.

3. **Return of vehicle**

If it is necessary for *you* to return home without *your vehicle*, assistance in making arrangements to return *your vehicle* home, or to return a leased *vehicle* to the point to which it must be returned, and reimbursement of up to \$5,000 per trip for the cost of these arrangements.

## Section 8: General Exclusions

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This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part by any of the following exclusions:

1. 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.
2. 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.
3. 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.
4. 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.*
5. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by Global Excel.
  6. *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.
  7. Non-compliance with any prescribed medical therapy or *medical treatment* (as determined by the *Insurer*) or failure to carry out a *physician's* instructions.
  8. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless *hospitalized*.
  9. *Emergency* air transportation and/or car rental unless approved and arranged in advance by Global Excel.
  10. Treatment not performed by or under the supervision of a *physician* or licensed dentist.
  11. Routine pre-natal care.
  12. 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.
  13. Any *child* born during *your* trip.
  14. Pregnancy, childbirth or complications of either, occurring in the nine weeks before or after the expected date of delivery.
  15. *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.
  16. Committing or attempting to commit an illegal act or a criminal act.
  17. Suicide (including any attempt thereof) or self- inflicted *injury*.
  18. 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.
  19. 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 or any cycling racing event or ski racing event.
  20. The purchase or replacement cost (prescribed or not), loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses or prosthetic teeth, limbs or devices and resulting prescription therefrom.
  21. Services provided by an optometrist or for cataract surgery.
  22. 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*.
  23. Upgrading charges and cancellation penalties for airline tickets, unless approved in advance by Global Excel.
  24. Crowns and root canals.
  25. A trip undertaken for the purpose of visiting a sick or injured person when the *covered trip* is cancelled, interrupted or delayed due to such person's medical condition.
  26. Expenses for which no charge would normally be made in the absence of insurance.
  27. A return earlier or later than the contracted date of return unless recommended by the attending *physician*.
  28. A trip outside *your* province or territory of residence or Canada 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.
  29. Any medical condition for which *you* incur a claim after *your departure date* and prior to the effective date of the Top Up or Optional Extension, if the Top Up or Optional Extension was purchased after *your departure date*.
  30. 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).
  31. Elective and/or cosmetic surgery or treatment whether or not for psychological reasons.
  32. Treatment of a *sickness* or *injury* after the initial medical *emergency* has ended (as determined by the *Insurer*).

## Section 9: Extension of Coverage

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### 1. Automatic Extension of Coverage

The policy period will automatically be extended up to 72 hours without extra charge if a trip is prolonged beyond the period for which insurance has been purchased due to any of the following reasons.

- a) You are *hospitalized* due to a medical *emergency* on the expiry date indicated on your confirmation of insurance. Your coverage will remain in force for as long as you are *hospitalized* (up to one year) and the 72-hour extension will commence upon release from *hospital*.
- b) A late train, boat, bus, plane, or other *vehicle* in which you are a passenger causes you to miss your scheduled return to your province or territory of residence (including by reason of weather).
- c) The private *vehicle* in which you are travelling is involved in a traffic *accident* or mechanical breakdown that prevents you from returning to your province or territory of residence on or before your return date.
- d) You must delay your scheduled return to your province or territory of residence due to a medical *emergency* incurred by the *insured person*, a *spouse*, *children* or a *travel companion*.

### 2. Optional Extensions

Coverage under both the Annual Plan and the Top Up or Optional Extension can be extended after departure provided that:

- a) a *claim* has not been made under the initial policy for the specific trip. If a claim has been made, an Optional Extension or Top Up may be granted upon review of your file by the *Insurer*;
- b) you have not experienced any changes in your health since your *effective date* and/or *departure date*;
- c) you remain eligible for this insurance;
- d) the request for the extension is received by phone prior to the expiry date of your coverage;
- e) for *insureds* age 59 or under, the total time outside of Canada (including the extension) does not exceed 182 days (or any number of days allowed in your province or territory of residence);
- f) for *insureds* age 60 or over, the total trip duration outside of Canada including the extension must not exceed 30 days (contact one of our representatives at 1-833-962-1143 for other coverage options);
- g) the required premium is charged to your Visa or MasterCard credit card or debit card.

**Note:** The minimum premium is \$25 per extension. The cost of additional days of insurance will be calculated based on your age as of the *effective date* of the extension and the total trip duration using the premium schedule in effect at the time the extension is requested.

## Section 10: Refunds

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### 1. Annual Plan

The premium paid is non-refundable after the *effective date* of the policy and all outstanding premium is owed unless you move away from Canada, move out of the province and/or you are no longer covered by the government health insurance plan of your Canadian province or territory of residence. Premium may also be refunded in case of death of the *insured*. In such cases, a partial refund of premium is available and is calculated on a pro-rata basis.

### 2. Top Ups

- a) A full refund of the premium paid will be made provided no claims are received or are pending and that a request is received by CanAm prior to the *effective date*. The premium paid (less an administration fee of \$20 per policy and a \$10 minimum refund amount) may be partially refunded in the event you must return earlier to your province or territory of residence. CanAm must receive satisfactory proof (e.g. airline ticket or customs/immigration stamp) of your actual return date to your province or territory of residence.

### 3. Optional Extensions

The Optional Extension (see Section 9) may not be cancelled, except if the extension is cancelled prior to its commencement provided no claims are received or are pending. In such case, the premium paid (less an administration fee of \$15 per policy) will be refunded. CanAm must receive satisfactory proof (e.g. airline ticket or customs/immigration stamp) of your actual return date to your province or territory of residence.

## Section 11: Claims Procedures

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### How to File a Medical Claim

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 receipts (not cash receipts) from the pharmacist, *physician*, or *hospital* showing the name of the prescribing *physician*, prescription number, name of preparation, date, quantity and total cost.
  - d) Proof of the *departure date* and return date (e.g. airline ticket or customs/ immigration stamp).
  - e) A completed and signed Mandate/Authorization Form. A Mandate/Authorization Form means the 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 contractor or health plan (group, individual or government).
  - f) If the *Emergency Air Transportation* benefit is used, the unused portion of your air ticket.
- The *Insurer* will coordinate and pay your claim to the participating medical providers and, where permitted, coordinate claims directly with the Canadian provincial or territorial government health insurance plan on your behalf.

### How to Report a Trip Cancellation or Interruption Claim

1. The *physician* recommending cancellation, interruption or delay of a *covered trip* must be your personal *physician* or a *physician* actively and personally attending to your care.
2. You must call *TD Insurance Meloche Monnex Assistance*, administered by Global Excel at 1-833-962-1140 toll-free or call collect at +1-519-988-7629 and your Travel Agent (if applicable) on the day the insured risk occurs or on the next business day to advise them of your cancellation or interruption. Failure to notify Global Excel and/or your Travel Agent may limit the benefits payable to you. Only the non-refundable prepaid amounts that apply on the day the insured risk occurs shall be considered for the purpose of your claim.

### For a claim under Trip Cancellation Insurance

You must submit the following documents:

- a) a Trip Cancellation and Interruption claim form;
- b) an itemized invoice (and/or proof of payment) of your travel arrangements;  
If the penalties are not clearly indicated on your invoice, you may be required to provide a copy of the page in the travel supplier's printed brochure showing the penalties applicable to your *covered trip*.
- c) original airline tickets or proof of refund by airline company/travel agency;
- d) all supporting documentation to substantiate your claim; and
- e) original accommodation and meal vouchers for your *covered trip*.

### For a claim under Trip Interruption Insurance

In addition to the documents listed under a), b), c) and d) above, you must submit the following documents:

- a) the original airline ticket;
- b) for out-of-pocket expenses: original receipts for the covered expenses incurred and an explanation of the expenses.

### For all claims

Global Excel may ask you to provide additional evidence to support your claim. The existence of a pre-existing medical condition may be established using the medical records held by the claimant's attending *physician(s)* or any *hospital(s)* for the purpose of determining the validity of a claim. In this event, you will be responsible for any fees required in substantiating your claim.

All sums in the policy are in Canadian currency unless otherwise indicated. 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. This insurance does not pay interest.

Once Global Excel receives *your* claim, *you* may be required to provide additional information. Any information not provided may lead to a delay in processing *your* claim.

**Send all pertinent documents to:**

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

To verify the status of *your* claim, please call: 1-833-962-1140 (toll-free) or +1-519-988-7629 (collect) from Monday to Friday 8:00 am to 8:00 pm ET.

## Section 12: General Provisions and Limitations

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### **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.

### **Failure to Notify Global Excel**

In the event of an *emergency* during a 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.

If *you* fail to notify or obtain prior approval from Global Excel, benefits payable will be reduced by 20%, up to a maximum of \$10,000. *You* will be responsible for payment of any remaining charges. This clause will not apply if the total expenses incurred do not exceed \$500.

### **Benefits Limited to Incurred Expenses**

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

### **Transfer or Medical Repatriation**

During an *emergency* (whether prior to admission or during a covered *hospitalization*), the *Insurer* reserves the right to:

- a) transfer *you* to one of our preferred health care providers; and/or  
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. 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. 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*.

### **Limitation of Benefits**

Once *you* are deemed medically *stable* to return to Canada (with or without escort) either:

- a) in the opinion of the *Insurer*; or
- b) by virtue of discharge from a medical facility where *you* do not require a follow-up visit within 10 days, *your* medical *emergency* is considered to have ended, whereupon any further consultation, treatment, recurrence or complication related to the *emergency* will no longer be eligible for coverage under this policy.

### **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 it may safeguard its rights.

*You* shall take no action after a loss that will impair the rights of the *Insurer* set forth in the previous paragraph and shall do such things as are necessary to secure the *Insurer's* rights.

### **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 the province 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.

### **Availability of Care**

The *Insurer*, TD Insurance Meloche Monnex or Global Excel shall not be held responsible for the availability or quality of any *medical treatment* (including the results thereof) or transportation at the vacation destination, or *your* failure or inability to obtain *medical treatment* while on a trip.

### **Payment of Benefits**

All payments under this policy are payable to *you* or on *your* behalf. Benefits for loss of life are made to *your* estate unless another beneficiary is designated in writing to Global Excel and 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. No sum payable shall bear interest. All benefit limits indicated are in Canadian currency.

### **Misrepresentation and Non-Disclosure**

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 *your* policy or *your* interest therein, or if *you* refuse to disclose information or permit the use of such information, pertaining to any of the *insureds* under this contract of insurance.

### **Applicable Law**

This contract of insurance is governed by the laws of the Canadian province or territory of residence of the *insured*. 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*.

### **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*.

### **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 13: Statutory Conditions**

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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 if 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 the contract,
  - a) the claimant must give to the *insurer* an opportunity to examine the person of the person insured when and as 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.

**This is the end of Your Policy.**

# How Insurer Protects Client Personal Information

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## 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](http://www.consumer.equifax.ca) and [www.transunion.ca](http://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](http://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

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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](http://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](http://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](http://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.

