



TD Insurance  
**TD Trip Cancellation and Trip Interruption Insurance  
Certificate of Insurance**

**Issued by:** TD Life Insurance Company ("TD Life") under *Group Policy* Number TI004 and TD Home and Auto Insurance Company ("TD Home & Auto") under *Group Policy* Number TGV007 (the "*Group Policy*" or "*Group Policies*") to The Toronto-Dominion Bank (the "*Policyholder*"). *Our Administrator* administers the insurance on behalf of TD Life and TD Home & Auto and provides claims payment and administrative services under the *Group Policies*.

### Important Notice – Please Read Carefully

**This *Certificate* contains important information and a clause which may limit the amount payable. Please read it carefully and take it with *You on Your Trip*.**

- The coverage described in this *Certificate* is designed to cover losses arising from sudden and unforeseeable circumstances only. It is important that *You* read and understand this *Certificate* before *You* travel as *Your* coverage may be subject to certain limitations or exclusions.
- **WARNING:** This insurance does not cover, provide services, or pay claims for expenses resulting from *Pre-Existing Conditions*. A *Pre-Existing Condition* means a *Medical Emergency Condition* for which symptoms appeared in the *Pre-Existing Condition Period*; which was investigated, diagnosed or *Treated* during the *Pre-Existing Condition Period*; or for which further investigation was recommended or prescribed, or for which a change in *Treatment* was recommended (including a change in medication or its dosage) during the *Pre-Existing Condition Period*. If a *Medical Emergency Condition* existed or if symptoms existed on or prior to the *Departure Date*, a *Pre-Existing Condition* exclusion may apply.
- In the event of an accident, injury or sickness, *Your* prior medical history may be reviewed when a claim is reported.
- If *You* need to cancel or interrupt *Your Trip*, it's important to call *Our Administrator* immediately at the 24 Hour Emergency Assistance number found in Section 11, below. *You* are required to notify *Our Administrator* prior to cancelling or interrupting *Your Trip*.

It is important to cancel or interrupt *Your Covered Trip* immediately, but no later than 24 hours following the covered cause for cancellation or interruption because the amount payable under this policy may be limited to any penalties imposed by *Your* travel provider(s) which are in effect on the date the covered cause for cancellation or interruption occurs.

**This *Certificate* contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.**

**Please read this *Certificate* carefully before *You* travel.**

If *You* have any questions or need clarification, call **1-800-293-4941**.

## SECTION 1 – SUMMARY OF BENEFITS

Benefit	Maximum Benefit Payable	Page Reference
Trip Cancellation Insurance (Before Departure)	Up to the <i>Amount of Coverage</i> purchased, to a maximum insurable amount of \$20,000 per <i>Insured Person</i> , per <i>Covered Trip</i> .	9
Trip Interruption Insurance (After Departure):	Unused portion of pre-paid travel arrangements, up to the <i>Amount of Coverage</i> purchased prior to departure, to a maximum insurable amount of \$20,000 per <i>Insured Person</i> , per <i>Covered Trip</i> .	9
Transportation	One-way economy class ticket.	9
Meals and Accommodation	Up to \$350 per day, per <i>Insured Person</i> , up to a maximum of \$700 per <i>Insured Person</i> , per <i>Covered Trip</i> .	10
Return of Deceased	Up to \$10,000 towards transportation or burial in the event of the death of an <i>Insured Person</i> .	10

## SECTION 2 – DEFINITIONS

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

**Administrator** means the service provider arranged by TD Life and TD Home & Auto to provide claims payment and administrative services under the *Certificate*.

**Amount of Coverage** means the insurable amount of Trip Cancellation and Trip Interruption Insurance that *You* purchase under this *Certificate*. This is the maximum amount of money that *You* may be eligible to receive in the event of an approved claim for Trip Cancellation or Trip Interruption of a *Covered Trip*.

**Business Meeting** means a meeting, tradeshow, training course, or convention scheduled before *Your Effective Date* between companies with unrelated ownership, pertaining to *Your* full-time occupation or profession and that is the sole purpose of *Your Trip*. Legal proceedings are not considered to be a *Business Meeting*.

**Caregiver** means the permanent, full-time person entrusted with the well-being of *Your Dependent Child or Children* and whose absence cannot reasonably be replaced.

**Certificate** means this *Certificate* of Insurance.

**Certificate Number** means the unique identifier that *You* receive when *You* buy this insurance online or by telephone.

**Change in Medication** means the medication dosage or frequency has been reduced, increased, stopped and/or new medication(s) has/have been prescribed.

**Exceptions:** A change from a brand name medication to a generic brand medication of the same dosage does not constitute a *Change in Medication*.

**Common Carrier** means any land, air or water conveyance (e.g. passenger plane, ferry, cruise ship, bus, limousine, taxi or train) which is licensed to carry passengers without discrimination and for hire, excluding courtesy transportation provided without a specific charge.

**Coverage Period** means the period of time during which a covered event must occur for a benefit to be payable as detailed in Section 6.

**Covered Trip** means a trip:

- Made by an *Insured Person*;
- Outside the *Insured Person's* province or territory of residence;
- That does not extend to or past:
  - The date the *Insured Person* no longer meets the eligibility requirements set out in Section 3;
  - The date coverage terminates as described in Section 4.
- That was booked or reserved prior to departure from *Your Home*.

**Declaration of Coverage** means the document *Our Administrator* sends to *You* when *You* enroll, online or by phone, for coverage under the *Group Policy*. It includes *Your Certificate Number* and confirms the coverage *You* have purchased.

**Departure Date** means the date *You* leave *Home*, as shown on *Your Trip* itinerary.

**Dependent Child or Children** means *Your* children who are:

- *Your* natural, adopted or step children and who are:
  - Unmarried;
  - Dependent on *You* for maintenance and support; and
  - Who are:
    - Under 22 years of age; or

- Under 26 years of age and attending an institution of higher learning, full-time, in Canada; or
- Any age and mentally or physically handicapped.

**Dollars** and **\$** mean Canadian dollars.

**Effective Date** means the date and time the required premium is paid and the *Certificate* takes effect as shown on *Your* insurance application or most recent Declaration of Coverage.

**Extension Period** means the additional period of coverage which *You* purchase by contacting *Our Administrator* as described in Section 5.

**Group Policy or Group Policies** means TD Life Insurance Company ("TD Life") under Group Policy Number TI004 and TD Home and Auto Insurance Company ("TD Home & Auto") under Group Policy Number TGV007.

**Home** means:

- *Your* Canadian province or territory of residence, if *You* requested coverage to start when *You* depart on *Your Covered Trip*; or
- The place *You* leave from on the first day of coverage and are scheduled or ticketed to return to on the last day of coverage, in the case of Trip Interruption.

**Hospital** means an institution that is accredited and licensed by the appropriate authority as a *Hospital to Treat* patients on an in-patient, out-patient and emergency basis; or the nearest medical facility that has been approved in advance by *Our Administrator*.

**Exceptions:** *Hospital* does not include chronic care, convalescent, rehabilitation or nursing home facilities.

**Immediate Family Member** means *Your Spouse*, parents, step parent, grandparents, *Dependent Children*, step sisters, step brothers, grandchildren, brothers, brothers-in-law, sisters, sisters-in-law, aunts, uncles, nieces or nephews, sons-in-law or daughters-in-law, and the *Insured Person's Spouse's* parents, grandparents, brothers, brothers-in-law, sisters, and sisters-in-law.

**Insured Person(s)** means a person who is eligible to be insured under this *Certificate* as described in Section 3.

**Insured Risk** means a covered cause for cancellation or interruption as described in Section 7 of this *Certificate*.

**Key Employee** means a business partner, or an employee who is critical to the ongoing affairs of *Your* business during the trip.

**Exceptions:** This applies exclusively to self-employed individuals.

**Medical Emergency Condition** means an irregularity in the health of an *Insured Person* which required or requires medical advice, consultation, investigation, *Treatment*, care, service or diagnosis by a *Physician*.

**Mountaineering** means the ascent or descent of a mountain requiring the use of specialized equipment, including crampons, pick-axes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment.

**Physician** means a *Physician* or surgeon who is registered or licensed to practice medicine in the jurisdiction where he or she provides medical advice or *Treatment* and who is not related by blood or marriage to any *Insured Person* under this *Certificate*.

**Pre-Existing Condition** means a *Medical Emergency Condition*:

- For which symptoms appeared in the *Pre-Existing Condition Period*;
- Which was investigated, diagnosed or *Treated* during the *Pre-Existing Condition Period*; or
- For which further investigation was recommended or prescribed, or for which a change in *Treatment* was recommended (including a *Change in Medication* or its dosage) during the *Pre-Existing Condition Period*.

**Pre-Existing Condition Period:** means the period of time (outlined below) that ends immediately before the *Coverage Period* with respect to any benefit under this *Certificate* as follows:

- *Insured Person(s)* under 65 years of age – 90 days immediately before the beginning of the *Coverage Period*; and
- *Insured Person(s)* 65 years of age or older – 180 days immediately before the beginning of the *Coverage Period*.

**Policyholder** means The Toronto-Dominion Bank.

**Return Date** the date on which *You* are scheduled to return to *Your Home*. This date is shown on *Your* insurance application or most recent *Declaration of Coverage*.

**Spouse** means:

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

**Stable** means the *Medical Emergency Condition* is not worsening and there has been no alteration in any medication for the condition or its usage or dosage, nor any *Treatment* prescribed or recommended by a *Physician* or received within the period specified in this *Certificate*.

**Terrorism or Act(s) of Terrorism:** means any activity occurring within an inclusive fourteen day period, with the exception of an act of war against persons, organizations, property (whether tangible or intangible), or infrastructure of any nature by an individual or a group based in any country that involves the following or preparation for the following:

- Use, or a threat to use, force or violence; or
- Commission of, or a threat to commit, a dangerous act; or

- Commission of, or a threat to commit, an act that interferes or disrupts an electronic, information or mechanical system;

and the effect or intention of the above is to:

- Intimidate, coerce or overthrow a government (whether de facto or de jure) or to influence, affect or protest Against its conduct or policies;
- Intimidate, coerce or instill fear in the civilian population or any segment thereof;
- Disrupt any segment of the economy; or
- Further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**Travelling Companion** means someone who shares trip arrangements and accommodations with *You*.

**Exceptions:** No more than three (3) individuals (including *You*) will be considered travel companions on any one trip.

**Treated or Treatment** means any medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a *Physician*, including but not limited to prescribed or un-prescribed medication, investigative testing and surgery. The term “treatment” does not include the unaltered use of prescribed medication for a *Medical Emergency Condition* which is *Stable*.

**Trip** means the period of time between *Your Effective Date* of insurance and *Return Date* shown on *Your* most recent *Declaration of Coverage*.

**We, Us and Our** mean:

- TD Life with respect to the medically covered causes for Trip Cancellation and Trip Interruption Insurance; and
- TD Home & Auto with respect to the non-medically covered causes for Trip Cancellation and Trip Interruption Insurance.

**You and Your** means the person(s) named as the *Insured Person(s)* on *Your* most recent *Declaration of Coverage*, for which insurance coverage was applied and the appropriate premium has been received by *Us*.

## SECTION 3 – ELIGIBILITY

*You* may apply for Trip Cancellation and Trip Interruption Insurance if:

- *You* are at least 18 years old on the *Effective Date of Your Certificate* as indicated on *Your* insurance application or most recent *Declaration of Coverage*;
  - If *You* are under 18 years old, a parent or guardian can provide authorization.
- *You* are a customer of the *Policyholder* or its affiliates/subsidiaries;
- *You* are a resident of Canada and are in Canada when *You* buy the coverage; and
- *You* purchase coverage for the full duration of *Your Trip* up to a maximum of 365 days from the *Departure Date* as indicated on *Your* insurance application or most recent *Declaration of Coverage*.

If *You* fail to meet any of the conditions outlined above, *Your* insurance is void and our liability is limited to a refund of the premium paid.

## SECTION 4 – WHEN YOUR CERTIFICATE TERMINATES

*Your* Trip Cancellation and Trip Interruption Insurance will automatically terminate on the earliest of:

- The date the covered cause of cancellation occurred, if *Your Covered Trip* is cancelled before *Your Departure Date* from *Your Home*;
- The date *You* return to *Your Home*;
- Midnight of *Your Return Date*; and
- 365 days after *Your Departure Date* from *Your Home*.

*You* may be eligible for a refund of *Your* Trip Cancellation and Trip Interruption Insurance premium if:

- *Your Trip* is cancelled before *You* depart on *Your Trip* and:
  - The supplier (e.g. tour operator, airline, etc.) cancels *Your Covered Trip* and all penalties are waived; or
  - The supplier (e.g. tour operator, airline, etc.) changes the travel dates and *You* are unable to travel on these dates and all penalties are waived; or
  - *You* cancel *Your Covered Trip* before any cancellation penalties are in effect.
- No refund of premium will be made in the event that a claim has been paid, incurred or reported or if *You* have already departed on *Your Covered Trip*.

## SECTION 5 – HOW TO EXTEND COVERAGE

If *You* decide to extend *Your Covered Trip* *You* must request the *Extension Period* by contacting *Our Administrator* before *Your Return Date*, and any extension of *Your* coverage is subject to the following conditions:

- *You* have not had a *Medical Emergency Condition* under *Your* existing coverage or under any other travel insurance product *You* have with *Us*;
- If *You* have had an *Medical Emergency Condition* under *Your* existing coverage or under any other travel insurance product *You* have with *Us*;
  - Any *Extension Period* is subject to approval by *Our Administrator*.
- The extension of coverage will under no circumstances result in an *Extension Period* of more than 365 days after *Your Departure Date* from *Your Home*.

**Note:** The delay of a *Common Carrier* will result in an automatic extension of coverage up to a maximum of 72 hours or until *You* return to *Your Home*, whichever is earlier.

The terms, conditions and exclusions of the *Certificate* apply to *You* during the *Extension Period*.

## SECTION 6 – THE COVERAGE PERIOD

### Trip Cancellation Coverage Period

- The Trip Cancellation Insurance *Coverage Period* begins on the *Effective Date* indicated on *Your* most recent *Declaration of Coverage*.
- The Trip Cancellation Insurance *Coverage Period* ends on the *Departure Date* stated on *Your* most recent *Declaration of Coverage*.

### Trip Interruption Coverage Period

- The Trip Interruption *Coverage Period* begins once *You* have departed from *Your Home* as indicated on *Your* travel invoice or ticket, provided that the *Covered Trip* is reserved or purchased with a travel supplier prior to *Your Departure Date*.
- The Trip Interruption *Coverage Period* ends on the earlier of:
  - The date *You* return to *Your Home*; or
  - Midnight of *Your Return Date*, as stated on *Your* most recent *Declaration of Coverage*.

## SECTION 7 – WHAT YOUR INSURANCE COVERS

Trip Cancellation and Trip Interruption Insurance provides coverage for the following causes for Cancellation and Interruption. Below is a summary of what benefits are available to *You*.

**For a complete description of each benefit, please refer to Pages 9 - 10.**

What are the Covered Causes?	What benefits are <i>You</i> eligible for?		
	Medical Emergency/Death	Trip Cancellation	Trip Interruption
The <i>Medical Emergency Condition</i> of <i>You</i> or <i>Your Travelling Companion</i> .	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	<ul style="list-style-type: none"> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>
The admission to a <i>Hospital</i> following a <i>Medical Emergency Condition</i> of a member of <i>Your Immediate Family</i> (who is not at <i>Your</i> destination), <i>Your</i> business partner, <i>Key Employee</i> or <i>Caregiver</i> .	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	✗

A member of <i>Your Immediate Family</i> , <i>Your</i> business partner, <i>Key Employee</i> or <i>Caregiver</i> suffers a <i>Medical Emergency Condition</i> or dies.	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	✗
<i>Your</i> host at destination is admitted to a <i>Hospital</i> or dies following a <i>Medical Emergency Condition</i> .			
<i>Your Travelling Companion's Immediate Family Member</i> , business partner, <i>Key Employee</i> or <i>Caregiver</i> suffers a <i>Medical Emergency Condition</i> or dies.			
The <i>Medical Emergency Condition</i> or death of <i>Your Immediate Family Member</i> who is at <i>Your</i> destination.	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	<ul style="list-style-type: none"> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>
<i>Your</i> death.	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Return of deceased</li> </ul>	<ul style="list-style-type: none"> <li>• Return of deceased</li> </ul>
The death of <i>Your Travelling Companion</i> .	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	<ul style="list-style-type: none"> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>
<b>Pregnancy and Adoption</b>	<b>Trip Cancellation</b>	<b>Trip Interruption</b>	<b>Delayed Return</b>
	Please refer to Pages 9- 10 for a complete description of each benefit.		
Complications of a pregnancy when they occur in the first 31 weeks of a pregnancy involving <i>You</i> , <i>Your Spouse</i> , or a member of <i>Your Immediate Family</i> .  <b>Limitation:</b> The confirmation of a multiple pregnancy or the confirmation of a pregnancy as a result of fertility treatment(s) are <u>not</u> considered complications of pregnancy.	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	<ul style="list-style-type: none"> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>
Complications of a pregnancy when they occur in the first 31 weeks of pregnancy involving <i>Your Travelling Companion</i> , or a member of the <i>Immediate Family</i> of <i>Your Travelling Companion</i> or <i>Travelling Companion's Spouse</i> .  <b>Limitation:</b> The confirmation of a multiple pregnancy or the confirmation of a pregnancy as a result of fertility treatment(s) are <u>not</u> considered complications of pregnancy.	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	<ul style="list-style-type: none"> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>
<i>Your</i> or <i>Your Spouse's</i> pregnancy being confirmed after <i>Your Effective Date</i> if <i>Your</i> departure from <i>Your Home</i> falls within 9 weeks before or after the expected delivery date.	✓	✗	✗
<i>Your Travelling Companion's</i> or <i>Your Travelling Companion's Spouse's</i> pregnancy being confirmed after <i>Your Effective Date</i> if <i>Your</i> departure from <i>Your Home</i> falls within 9 weeks before or after the expected delivery date.			
<i>Your</i> legal adoption of a child, when the actual date of that adoption is scheduled to take place after			

<i>Your Effective Date</i> of Insurance and before or after <i>Your Departure Date</i> .	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	✗
<i>Your Travelling Companion's</i> legal adoption of a child, when the actual date of that adoption is scheduled to take place after <i>Your Effective Date</i> of Insurance and before or after <i>Your Departure Date</i> .			
<b>Travel Visas and Government Advisories</b>	<b>Trip Cancellation</b>	<b>Trip Interruption</b>	<b>Delayed Return</b>
Please refer to Pages 9 - 10 for a complete description of each benefit.			
Department of Foreign Affairs, Trade and Development Canada (DFATD) issues a written formal Travel Warning during <i>Your Trip</i> , or, after <i>You</i> purchase <i>Your</i> insurance but before <i>Your Departure Date</i> , advising Canadians to avoid all or non-essential travel to a destination included in <i>Your Covered Trip</i> .	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	✗
<i>Your</i> travel visa is not issued or <i>Your</i> travel visa application is rejected for reasons beyond <i>Your</i> control.  <b>Limitation:</b> The non-issuance of an Immigration and/or Employment Visa is <u>not</u> covered. The non-issuance of a travel visa due to late visa application is not covered.	✓	✗	✗
<i>Your Travelling Companion's</i> travel visa is not issued or travel visa application is rejected for reasons beyond <i>Your Travelling Companion's</i> control.  <b>Limitation:</b> The non-issuance of an Immigration and/or Employment Visa is <u>not</u> covered. The non-issuance of a travel visa due to late visa application is not covered.			
<b>Causes relating to Employment</b>	<b>Trip Cancellation</b>	<b>Trip Interruption</b>	<b>Delayed Return</b>
Please refer to Pages 9 - 10 for a complete description of each benefit.			
<i>You</i> or <i>Your Spouse</i> is transferred by the employer with whom <i>You</i> or <i>Your Spouse</i> is employed on <i>Your Effective Date</i> , which requires the relocation of <i>Your</i> principal residence.	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	✗
<i>You</i> or <i>Your Spouse</i> lose(s) a permanent job due to lay-off or dismissal without just cause.  <b>Limitation:</b> Loss of contract employment or self-employment is <u>not</u> covered.			
Cancellation of <i>Your</i> or <i>Your Travelling Companion's Business Meeting</i> beyond <i>Your</i> or <i>Your</i> employer's control or <i>Your Travelling Companion's</i> or <i>Your Travelling Companion's</i> employer's control.			
<i>Your</i> being summoned to service in the case of reservists, active military, police, essential medical personnel and fire personnel.			
A transfer by the employer with whom <i>Your Travelling Companion</i> or <i>Your Travelling Companion's Spouse</i> is employed on <i>Your Effective Date</i> , which requires the relocation of their principal residence.			

<p><i>Your Travelling Companion or Your Travelling Companion's Spouse</i> loses a permanent job due to lay-off or dismissal without just cause.</p> <p><b>Limitation:</b> Loss of contract employment or self-employment is <u>not</u> covered.</p>	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	✗
<p><i>Your Travelling Companion</i> being summoned to service in the case of reservists, active military, police, essential medical personnel and fire personnel.</p>			
<b>Travel Delays</b>	<b>Trip Cancellation</b>	<b>Trip Interruption</b>	<b>Delayed Return</b>
Please refer to Pages 9 - 10 for a complete description of each benefit.			
<p>Delay of <i>Your</i> scheduled carrier, due to weather conditions, earthquakes or volcanic eruptions, for a period of at least 30% of the <i>Covered Trip</i>, when <i>You</i> choose not to continue with <i>Your</i> travel arrangements.</p>	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	✗
<p>Delay of <i>Your Travelling Companion's</i> scheduled carrier, due to weather conditions, earthquakes or volcanic eruptions, for a period of at least 30% of the <i>Covered Trip</i>, when <i>You</i> choose not to continue with <i>Your</i> travel arrangements.</p>	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	✗
<p>Delay of <i>Your Travelling Companion's</i> scheduled carrier, due to weather conditions, earthquakes or volcanic eruptions, for a period of at least 30% of the <i>Covered Trip</i>, when <i>You</i> choose to continue with <i>Your</i> travel arrangements</p>	✓	<ul style="list-style-type: none"> <li>• Cost of the next occupancy charge</li> </ul>	✗
<p>Delay of a private automobile resulting from the mechanical failure of that automobile, weather conditions, earthquakes, volcanic eruptions, a traffic accident, or an emergency police-directed road closure, causing <i>You</i> to miss a connection or resulting in the interruption of <i>Your</i> travel arrangements, provided the automobile was scheduled to arrive at the point of departure at least 2 hours before the scheduled time of departure.</p>	✗	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	<ul style="list-style-type: none"> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>
<p>Delay of <i>Your</i> connecting <i>Common Carrier</i>, resulting from the mechanical failure of that carrier, a traffic accident, an emergency police-directed road closure, weather conditions, earthquakes, volcanic eruptions, loss or theft of <i>Your</i> passports, travel documents; causing <i>You</i> to miss a connection or resulting in the interruption of <i>Your</i> travel arrangements.</p>			
<b>Other Risks</b>	<b>Trip Cancellation</b>	<b>Trip Interruption</b>	<b>Delayed Return</b>
Please refer to Pages 9 - 10 for a complete description of each benefit.			
<p>An event completely independent of any intentional or negligent act that renders <i>Your</i> principal residence uninhabitable or the business that <i>You</i> own inoperative.</p>			
<p><i>Your, Your Spouse or Your Dependent Child</i> being:</p> <p>a) Called for jury duty;</p> <p>b) Subpoenaed as a witness; or</p> <p>c) Required to appear as a party in a judicial proceeding, during <i>Your Covered Trip</i>.</p>	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	✗
<p><i>Your</i> commercial accommodation at <i>Your Trip</i> destination is rendered uninhabitable due to a disaster or event independent of any intentional act</p>			

of negligence.			
An event completely independent of any intentional or negligent act that renders <i>Your Travelling Companion's</i> principal residence uninhabitable or the business that he/she owns inoperative.	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	✗
<i>Your Travelling Companion, Your Travelling Companion's Spouse or Dependent Child</i> being: <ul style="list-style-type: none"> <li>a) Called for jury duty;</li> <li>b) Subpoenaed as a witness; or</li> <li>c) Required to appear as a party in a judicial proceeding, during <i>Your Covered Trip</i>.</li> </ul>			
The quarantine or hijacking of <i>You, Your Spouse or Your Dependent Child</i> .	✓	<ul style="list-style-type: none"> <li>• Unused portion of pre-paid travel arrangements</li> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>	<ul style="list-style-type: none"> <li>• Transportation</li> <li>• Meals and Accommodation</li> </ul>
The quarantine or hijacking of <i>Your Travelling Companion or Your Travelling Companion's Spouse or Dependent Child</i> .			

**Chart Legend:**

- ✓ : Eligible for benefit
- ✗ : Ineligible for benefit

**The Benefits Listed Above Include the Following:**

**Trip Cancellation Insurance (Before *Departure Date*):**

If one of the covered causes listed in section 7 occurs before *You* leave *Home* and *You* are unable to travel:

- *We* will pay up to the *Amount of Coverage* for the prepaid, unused, and non-refundable travel arrangements that are non-transferrable to another travel date; or
- *We* will cover the cost of the next occupancy charge up to the *Amount of Coverage* (only applicable if *Your Travelling Companion* must cancel their *trip* due to a covered cause applicable to them).

**Trip Interruption Insurance (After *Departure Date*):**

If one of the covered causes listed in section 7 occurs after *You* leave *Home* on *Your Covered Trip*, *We* will pay, subject to pre-approval by *Our Administrator*:

- Up to the *Amount of Coverage* for the non-refundable, unused portion of *Your* prepaid travel arrangements, excluding the cost of prepaid transportation back to *Your Home*.
- **Transportation:**
  - The extra cost of *Your* one-way economy class transportation, subject to pre-approval by *Our Administrator*:
    - to rejoin a tour or group;
    - to *Your* next destination as stated in *Your* trip itinerary; or
    - to *Your Home*.
- **Fly to bedside or funeral:**
  - If *You* are required to interrupt *Your Covered Trip* to attend a funeral, or travel to the bedside of a hospitalized *Immediate Family Member*, business partner, *Key Employee* or *Caregiver*, *You* have the option to purchase a ticket to the destination where the death or hospitalization has occurred. *You* will be reimbursed for the cost of the ticket, up to the maximum amount of what it would have cost for one-way economy class transportation via the most cost effective route back to *Your Home*.

**Note:** Only available for use once during *Your Coverage Period* as indicated on *Your* most recent *Declaration of Coverage*.

**Exclusion:** The *Fly To Bedside or funeral benefit* replaces the option to obtain a return ticket to *Your Home*. Additionally, the Meals And Accommodation benefit below does not apply under this fly to bedside or funeral benefit.

**Note:** It is a condition of any transportation benefit under this *Certificate* that travel must be undertaken on the earliest of:

- The date when *Your* travel is medically possible; or
- Within 10 days following *Your* originally scheduled *Return Date* if *Your* delay is not the result of hospitalization.

• **Meals and Accommodation:**

- Up to \$350 per day to a maximum of \$700 per *Insured Person*, per *Covered Trip*, for *Your*:
  - Commercial accommodations and meals;
  - Essential telephone calls and internet usage fees;
  - Taxi fares (or rental car in lieu of taxi fares).

• **In the Event of a Delay of Connecting *Common Carrier*:**

- Up to \$350 per day to a maximum of \$700 per *Insured Person*, per *Covered Trip*, for *Your*:
  - Overnight commercial accommodations (if delayed for 6 hours or more and the delay occurs overnight);
  - Essential telephone calls and internet usage fees;
  - Taxi fares (or rental car in lieu of taxi fares).

**Exclusion:** This benefit can only be claimed if no other compensation was provided or offered by the delayed connecting *Common Carrier*.

**Note:** It is a condition of any Meals and Accommodation benefit under this *Certificate* that travel must be undertaken on the earliest of:

- The date when *Your* travel is medically possible; or
- Within 10 days following *Your* originally scheduled *Return Date* if *Your* delay is not the result of hospitalization.

**Return of Deceased:**

- In the event of *Your* death during the Trip Interruption Coverage Period, We will pay, subject to pre-approval by *Our Administrator*, up to a maximum of \$10,000 towards:
    - The cost for preparation and transportation of *Your* remains from the place of death to *Your* Canadian city of residence.
- OR;
- The burial or the cremation of *Your* remains where *Your* death occurred **and** one roundtrip economy class *Common Carrier* ticket if:
    - An *Immediate Family Member* is required to identify or obtain release of the deceased; and
    - *Our Administrator* approves this transportation in advance

**Exclusion:** The cost of a burial casket or urn is not covered.

**Terrorism Coverage**

Any benefits payable pursuant to our Trip Cancellation & Trip Interruption Insurance shall be subject to an overall maximum aggregate payable limit relating to all in-force travel policies issued by *Us*, including these *Group Policies*. If total claims otherwise payable for a type of coverage under all travel policies issued by *Us*, resulting from one or more *Acts of Terrorism*, exceed this maximum aggregate payable limit, then the amount paid on each claim shall be reduced on a prorated basis so that the total amount paid in respect of all such claims shall be equal to the maximum aggregate payable limit.

The benefits payable, as described directly above, are in excess of all other potential sources of recovery, including alternative or replacement travel options offered by airlines, tour operators, cruise lines and other travel suppliers and other insurance coverage (even where such other coverage is described as excess) and will only become available after all other sources are exhausted.

Coverage is only available for up to two (2) *Acts of Terrorism* within a calendar year and the maximum aggregate payable limit for each *Acts of Terrorism* is:

- Maximum aggregate for each Act of Terrorism:
  - \$10,000,000 within an inclusive fourteen day period
- Maximum aggregate per calendar year
  - \$20,000,000

If, in our judgment, the total of all payable claims under one or more *Acts of Terrorism* may exceed the applicable maximum aggregate payable limit, *Your* prorated claim may be paid after the end of the calendar year in which *You* qualify for benefits.

## SECTION 8 – WHAT YOUR INSURANCE DOES NOT COVER – EXCLUSIONS AND LIMITATIONS

For all benefits described within this *Certificate*, there is no coverage included for expenses of any kind caused directly or indirectly as a result of any of the following:

<b>Reasonably Foreseeable Circumstances</b>	<ul style="list-style-type: none"> <li>– Any anticipated event, occurrence, circumstance, or <i>Medical Emergency Condition</i>, which <i>You</i> had knowledge of, on or before <i>Your Effective Date</i>, and which <i>You</i> knew might cause the cancellation, interruption or delay of <i>Your Covered Trip</i>.</li> <li>– A <i>Covered Trip</i> the purpose of which is to visit or attend an ailing person, when the <i>Medical Emergency Condition</i> or death of that person is the cause of the claim.</li> <li>– The scheduled change of a medical test or surgery that was originally scheduled before <i>Your Coverage Period</i>.</li> </ul>
<b>Non-Payment of Premium</b>	<ul style="list-style-type: none"> <li>– Pre-paid travel arrangements for which an insurance premium was not paid (i.e.: not forming part of the <i>Amount of Coverage</i> under this <i>Certificate</i>).</li> </ul>
<b>Intentionally Inflicted Injuries</b>	<ul style="list-style-type: none"> <li>– Intentionally inflicted injuries, including suicide or attempted suicide, committed while the <i>Insured Person</i> is either sane or insane</li> </ul>
<b>Crime</b>	<ul style="list-style-type: none"> <li>– Participation in a criminal act, including driving while impaired or over the legal limit.</li> </ul>
<b>Mental Disorders</b>	<ul style="list-style-type: none"> <li>– Any mental, nervous or emotional disorders, including any <i>Medical Emergency Condition</i> arising from these disorders.</li> </ul>
<b>Alcohol or Drug Abuse</b>	<ul style="list-style-type: none"> <li>– Any loss, injury or death related to the misuse, abuse, overdose, or chemical dependence on medication, drugs, alcohol or other intoxicant,</li> </ul>
<b>Pregnancy</b>	<ul style="list-style-type: none"> <li>– Routine pre-natal care, or pregnancy or childbirth within nine weeks of expected delivery date including:           <ul style="list-style-type: none"> <li>– Any complication relating to pregnancy that occurs in the last nine weeks leading up to the expected delivery date, or after the expected delivery date.</li> <li>– Any child born during a <i>Covered Trip</i>.</li> </ul> </li> </ul>
<b>Elective Treatment</b>	<ul style="list-style-type: none"> <li>– Any non-emergency, experimental or elective treatment, including cosmetic surgery, chronic care or rehabilitation, and/or if the purpose of <i>Your Covered Trip</i> was to obtain such treatment whether or not it was authorized by a <i>Physician</i>.</li> <li>– Any <i>Treatment</i>, which medical evidence indicates that an <i>Insured Person</i> could have returned to his or her province or territory of residence to receive.</li> </ul>
<b>Travel Documents and Border Issues</b>	<ul style="list-style-type: none"> <li>– The non-issuance of a travel visa due to late visa application.</li> <li>– <i>Your</i> refused entry at customs, border crossing, or security checkpoint for any reason.</li> </ul>
<b>Hazardous Activities</b>	<ul style="list-style-type: none"> <li>– Participation in:           <ul style="list-style-type: none"> <li>– Rock climbing or Mountaineering;</li> <li>– Any sports as a professional athlete (where the sport is <i>Your</i> main paid occupation);</li> <li>– Any competitive and motorized: sporting events, racing, or speed events;</li> <li>– Performing as a pilot or crew member of any aircraft.</li> </ul> </li> </ul>
<b>Radiation and Nuclear Contamination</b>	<ul style="list-style-type: none"> <li>– Ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuels; or, the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.</li> </ul>

<b>War or Terrorism</b>	<ul style="list-style-type: none"> <li>- War (whether war be declared or not), hostilities, invasion or civil war.</li> <li>- Any loss as the sole result of the utilization of nuclear, chemical or biological weapons of mass destruction howsoever these may be distributed or combined.</li> <li>- Any loss resulting from an act of war or an <i>Act of Terrorism</i> when, before <i>Your Effective Date</i>, a written formal travel warning was issued by Department of Foreign Affairs, Trade and Development Canada (DFATD), advising Canadians to avoid all or non-essential travel to that country, region or city.</li> </ul>
<b>Travel Advisories</b>	<ul style="list-style-type: none"> <li>- Any <i>Medical Emergency Condition</i> You suffer or contract in a specific country, region or city for which Department of Foreign Affairs, Trade and Development Canada (DFATD), has issued a formal travel warning, before <i>Your Effective Date</i>, advising Canadians to avoid all or non-essential travel to that specific country, region or city.</li> <li>- <b>Note:</b> In this exclusion, "<i>Medical Emergency Condition</i>" is limited to the reason for which the formal Travel Warning was issued and includes complications arising from such <i>Medical Emergency Condition</i>.</li> </ul>
<b>Misrepresentation</b>	<ul style="list-style-type: none"> <li>- Misrepresentation regarding any medical condition for which <i>You</i> or an <i>Insured Person</i> gave <i>Us</i> or <i>Our Administrator</i> false or inaccurate information about diagnosis, hospitalizations, <i>Treatment</i>, prescriptions or medications.</li> <li>- This exclusion applies to <i>You</i>, <i>Your Spouse</i>, <i>Your Dependent Children</i> and <i>Your Travelling Companion</i>, their <i>Spouse</i> and <i>Dependent Children</i>, whether or not they are travelling with <i>You</i>. It also applies to <i>Your</i> parents and <i>Your</i> siblings and those of <i>Your Travelling Companion</i>, who live in the same home, whether or not they are travelling with <i>You</i>.</li> </ul>
<b>Pre-Existing Condition</b>	<ul style="list-style-type: none"> <li>- We will not pay any expenses that relate to or result from a <i>Pre-Existing Condition</i>, if at any time during the applicable <i>Pre-Existing Condition Period</i>, that <i>Pre-Existing Condition</i> was not <i>Stable</i>. This exclusion applies to <i>You</i> and the following persons who may or may not be travelling with <i>You</i>: <ul style="list-style-type: none"> <li>- An <i>Immediate Family Member</i>,</li> <li>- A <i>Travelling Companion</i>; or</li> <li>- A <i>Travelling Companion's Immediate Family Member</i>.</li> </ul> </li> </ul>

## SECTION 9 – WHAT TO DO IF YOU NEED TO CANCEL OR INTERRUPT A TRIP

### Trip Cancellation

After the *Insured Person* has cancelled his or her travel arrangements with the travel supplier, the *Insured Person* will need to follow the instructions under Section 10.

It is important to call *Our Administrator* immediately or within 24 hours at the emergency assistance number found in Section 11.

The amount payable under Trip Cancellation Insurance coverage is limited to the cancellation penalties in effect on the date the covered cause for cancellation occurs, so it's important to cancel the *Insured Person's* plans immediately but no later than within 24 hours of cancellation with *Your* travel agent or travel supplier.

### Trip Interruption

The *Insured Person* must call *Our Administrator* immediately at the 24 Hour Emergency Assistance number found in Section 11. Some expenses are only covered if they're approved in advance by *Our Administrator*. All transportation expenses must be pre-approved.

Only the expenses that are non-refundable on the day the covered cause for interruption occurs are eligible for reimbursement, so contact *Our Administrator* immediately but no later than within 24 hours to discuss alternate travel arrangements.

## SECTION 10 – HOW TO MAKE A CLAIM

Once the *Insured Person* has cancelled his or her *trip* with the travel supplier, call *Our Administrator*, toll-free at **1-800-359-6704** (from Canada or the U.S.) or **416-977-5040**, collect (from other countries).

*Our Administrator* will provide *You* with a claim form that *You* must complete and submit with documentation to support the claim, including the following where applicable:

- ✓ A medical document, fully completed by the legally qualified *Physician* in active personal attendance and in the locality where the *Medical Emergency Condition* occurred, stating the reason why travel was not recommended, the diagnosis and all dates of *Treatment*.
- ✓ Written evidence of the covered cause of cancellation, interruption or delay.
- ✓ Travel supplier or tour operator terms and conditions detailing any cancellation penalties or reimbursement for unused travel arrangements.
- ✓ Complete original unused transportation tickets and vouchers.
- ✓ Reports from the police or local authorities documenting the cause of the missed connection.
- ✓ All receipts for the prepaid land arrangements as detailed in *Your* travel documents or itinerary prior to departure.
- ✓ All receipts for subsistence allowance expenses as approved by *Our Administrator*.
- ✓ Original passenger receipts for new tickets.
- ✓ Detailed invoices and/or receipts from the service provider(s).
- ✓ Any receipts for or proof of refund already obtained from travel suppliers or tour operators.
- ✓ The *Insured Person* will also be required to provide evidence of his or her actual or planned *Departure Date* from his or her province or territory of residence.
- ✓ Where the claim relates to a *Medical Emergency Condition*, a signed "Release of Medical Information" authorization to allow *Us* to obtain any further information required to complete the claim review.

**Note:** Failure to complete the required claim and authorization form in full will delay the assessment of *Your* claim and may result in the invalidation of *Your* claim.

## SECTION 11 – HOW TO CONTACT OUR ADMINISTRATOR

### 24 Hour Emergency Assistance Number

To enquire about these benefits, or to make arrangements with respect to Trip Cancellation and Trip Interruption Insurance, the *Insured Person* can call *Our Administrator* twenty-four hours a day, seven days a week at:

From the U.S.A. or Canada **1-866-374-1129**

From elsewhere, call collect **(416) 977-4425**

### Customer Service

To get a claim form, cancel *Your* insurance or for general inquiries, call *Our Administrator* from 8 a.m. to 9 p.m. ET, Monday to Saturday at:

From the U.S.A. or Canada **1-800-293-4941**

From elsewhere, call collect **(416) 977-2039**

## SECTION 12 – GENERAL CONDITIONS

Unless otherwise expressly provided in this *Certificate* or in the *Group Policies*, the following general provisions apply to the benefits described in this *Certificate*:

### Validity of the Contract

The insurance will be valid only when purchased and paid for in full before the *Effective Date* of the contract. The insurance must be purchased before the *Departure Date* and for the full duration of the *Covered Trip*, including the *Departure Date* and *Return Date*. When *You* have paid the appropriate premium and met the eligibility requirements, this *Certificate* along with *Your* application forms part of *Your* insurance contract and becomes a binding contract provided that *You* are issued a *Declaration of Coverage* upon which a contract *Certificate Number* appears.

### **Proof of Loss and Timely Reporting**

If *You* are making a claim, *You* must send *Our Administrator* the appropriate claim forms, together with written proof of loss (e.g.: original invoices and tickets, medical and/or death *Certificates* as described in Section 10) as soon as possible. In every case, *You* must report *Your* claim within one (1) year from the date of the accident or the date the claim arises.

**Failure to provide the applicable documentation may invalidate *Your* claim.**

### **Review and Medical Examination**

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

### **Benefit Payments**

This *Certificate* contains provisions removing or restricting the right of the *Insured Person* to designate to whom or for whose benefit insurance money is payable. *We* will only pay the expenses covered under this *Certificate* to the *Insured Person* or to the provider of the service(s), as determined by *Us*. This means that under the *Group Policy*, neither *You* nor any *Insured Person* has the right to choose a beneficiary who will receive any benefits payable under this *Certificate*. Benefits are payable to *You* or, on *Your* behalf, to *Your* service provider.

### **Subrogation**

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

- Transferring to *Us* the debt or obligation owing to *You* from the other person or entity;
- Permitting *Us* to bring a lawsuit in *Your* name.

If *You* receive funds from the other person or entity:

- *You* will hold it in trust for *Us*;
- Acting so as not to prejudice any of *Our* rights to collect payment from the other person or entity.

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

### **Recovery**

In the event that *You* are found to be ineligible for coverage, or that a claim is found to be invalid, or benefits are reduced in accordance with any policy exclusion or term or condition, *We* have the right to collect from *You* any amount which *We* have paid on *Your* behalf to service providers or other parties.

### **Other Insurance**

If *You* or an *Insured Person* have other insurance in addition to this *Certificate* with *Us*, the total benefits payable under all *Your* insurance, including this *Certificate*, cannot be more than the actual expenses for a claim and the maximum *You* are entitled to is the largest amount specified for the benefit in any one policy.

If *You* or an *Insured Person* have other insurance in force for the same *Coverage Period*, in addition to this *Certificate*, with another insurer, the total benefits payable under all *Your* insurance, including this *Certificate*, cannot be more than the actual expenses for a claim. *We* will coordinate payment of benefits with the other insurer to a maximum of the largest amount specified for the benefit by each insurer.

The plans outlined in this policy are second payor coverages and all other sources of coverage or recovery must be exhausted before any payments will be made under this *Certificate*.

### **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 or other applicable legislation. All actions or proceedings against us must be brought in the province or territory in which *You* were a resident at the *Effective Date* of this *Certificate* and will be governed by the laws of that province or territory, without reference to its conflicts of law rules.

### **Misrepresentation**

This *Certificate* is voidable by *Us* in the case of fraud or attempted fraud, or if *You* conceal or misrepresent any material fact in *Your* application for this *Certificate* or in *Your* application or for any *Extension Period* of this *Certificate*. In such case, *You* will not be entitled to the benefits of this coverage, nor to the payment of any claim under the *Certificate*.

**Currency**

All amounts shown are in Canadian currency. If currency conversion is necessary, *We* will use the exchange rate on the date the last service was rendered to *You*. This insurance will not pay for any interest.

**Access to Medical Care**

TD Life, TD Home & Auto, the Policyholder, *Our Administrator* and their affiliates are not responsible for the availability, quality or results of any medical *Treatment* or transport, or for the failure of any *Insured Person* to obtain medical *Treatment*.

**Group Policies**

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

**Relationship between *Us* and the *Policyholder***

TD Life and TD Home & Auto are affiliated with The Toronto-Dominion Bank.

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

## TD PRIVACY AGREEMENT

In this Agreement, the words “*You*” and “*Your*” mean any person, or that person’s authorized representative, who has requested from us, or offered to provide a guarantee for, any product, service or account offered by us in Canada. The words “*we*”, “*us*” and “*our*” mean TD Bank Group (“TD”). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word “*Information*” means personal, financial and other details about *You* that *You* provide to us and we obtain from others outside TD, including through the products and services *You* use.

You acknowledge, authorize and agree as follows:

### 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;
- details about *Your* browsing activities, *Your* browser or mobile device;
- *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;
  - *Your* 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 requirements.

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 that 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 that 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, modelling 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. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Agreement and our privacy practices, visit [td.com/privacy](http://td.com/privacy) or contact us for a copy.

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

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

## COMPLAINT-HANDLING PROCESS FOR TD LIFE INSURANCE COMPANY

At TD Insurance, we are committed to providing *You* with the best customer experience we can. 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 as possible.

**Step 1:** Contact a TD Insurance Customer Service Representative

120 Adelaide Street West, 2nd Floor  
Toronto, Ontario M5H 1T1  
Phone: 1-888-788-0839  
Email: TD.InsuranceLifeAndHealth@td.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 referred to the TD Insurance Customer Care Department for handling.

TD Insurance Customer Care Department  
120 Adelaide St W.  
P.O. Box 1  
Toronto, Ontario M5H 1T1  
Phone: 1-877-734-1288  
Email: tdinscc@td.com

**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.

TD Insurance Ombudsman  
3650 Victoria Park Ave, 9th Floor  
Toronto, Ontario M2P 3P7  
Email: ombudsman@tdinsurance.com

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

**Step 4:** Contact OmbudService

If *Your* problem or concern remains unsatisfied after *You* have received the Ombudsman's final position letter, *You* may contact the OmbudService for Life and Health Insurance ("OLHI"):

401 Bay Street, Suite 1507  
P.O. Box 7  
Toronto, Ontario M5H 2Y4  
Phone: 1-888-295-8112 or 416-777-9002  
Fax: 416-777-9750  
Email: [http://www.olhi.ca/question\\_form.html](http://www.olhi.ca/question_form.html)