

# **mbna**

## **Inclusive Travel Medical Insurance Certificate**

**This policy contains information  
about your insurance. It should  
be kept in a safe place.**

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# Inclusive Travel Medical Insurance Certificate

The blanket travel insurance coverage described herein is for eligible

*Mastercard*® *Primary Cardholders* MBNA, a division of The Toronto-Dominion Bank ("MBNA"), whose *Accounts* are in *Good Standing* and where specified, their *Spouse*, *Dependent Children* and/or certain other specified persons (hereafter referred to as "*You*" or "*Your*") and is underwritten by TD Life Insurance Company (TD Life) 320 Front Street West, 3<sup>rd</sup> Floor Toronto, Ontario M5V 3B6 (hereafter referred to as "*We*", "*Us*" or "*Our*") under a master group insurance policy (TI003) issued to The Toronto-Dominion Bank operating a credit card division as MBNA (herein called the *Policyholder*).

All benefits are subject, in every respect, to the terms and conditions of the master group insurance policy, which alone constitutes the agreement under which payments are made. Only the *Policyholder* may determine who is a *Primary Cardholder*, whether an *Account* is in *Good Standing* and whether the insurance pursuant to this *Certificate* has come into or is in force.

This policy contains a provision removing or restricting the right of the *Insured Person* to designate persons to whom or for whose benefit insurance money is to be payable. No person is eligible for coverage under more than one certificate of insurance providing insurance coverage similar to that provided hereunder. In the event that *We* record any person as an *Insured Person* under more than one such certificate of insurance or policy, such person shall be deemed to be insured only under the certificate of insurance or policy, which affords that person the greatest amount of insurance coverage. In no event will a corporation, partnership or business entity be eligible for this insurance coverage. This document supersedes any certificate previously issued to *You* by *Us* for any other Inclusive Travel Medical Insurance coverage.

These insurance benefits do not cover conditions or events that are either known to *You* or are likely to occur.

**Warning: This insurance contains a "Pre-Existing Conditions Exclusion" as described in the General Conditions, Limitations and Exclusions (section 6) of this Certificate. The pre-existing conditions exclusion will be applied to Medical Conditions and/or symptoms that existed on or prior to the start of Your Coverage Period.**

**IF YOU ARE IN NEED OF EMERGENCY ASSISTANCE OR EMERGENCY MEDICAL OR DENTAL CARE WHILE TRAVELLING, YOU MUST CALL THE OPERATIONS CENTRE AT ONE OF THESE NUMBERS BEFORE SEEKING TREATMENT:**

**1-866-520-8827 toll-free from the U.S., Canada, Puerto Rico and U.S. Virgin Islands.**

**1-519-742-9356 collect from anywhere else in the world.**

**PLEASE NOTE: You must call the Operations Centre prior to seeking Emergency Medical or Dental Care. Failure to call may result in reduced benefits. Should Your Medical Condition prevent You from calling before seeking Emergency Treatment someone else may call on Your behalf. Alternatively, You must call the Operations Centre as soon as medically possible.**

# Certificate of Insurance

## 1. Summary of Insurance

Benefits	Benefit Maximums
Emergency Medical and Dental Coverage	<b>\$2,000,000</b> per <i>Insured Person</i>
Emergency Medical Transportation	Included
24-Hour Emergency Travel Assistance	Included

Inclusive Travel Medical Insurance provides insurance for the *Primary Cardholder* and their *Spouse* who are under age **75** on the date the *Primary Cardholder's* eligible *Mastercard*® card is activated or on *Your* annual renewal date, and for eligible *Dependent Children*. Coverage is active for an unlimited number of *Trips* taken immediately following the date MBNA receives and approves the *Primary Cardholder's* request for the *Mastercard*® card. **Coverage under this Certificate is provided for the first 15 days of each Trip.** *Your Departure Date* and *Your Return Date* are both counted and included as separate days when determining the *Trip* length. For *Trips* of a longer duration, *You* may be eligible to purchase an extension to *Your* coverage. This additional coverage may require the completion of a medical questionnaire. Please call the *Operations Centre* for additional details at 1-866-520-8827 or 1-519-742-9356.

**For complete information on the benefits provided and the Terms, Conditions, Exclusions and Limitations of this insurance, please read this document carefully. Take this Certificate with You on Your Trip and the telephone numbers of the Operations Centre when travelling outside Your province or territory of residence. Please keep this document in a safe place.**

## 2. Definitions

In this *Certificate*, certain terms have defined meanings. Those defined terms are as indicated below and appear throughout this *Certificate* in italics.

**Accident/Accidental** — a sudden, unexpected, unintended, unforeseeable external event, occurring during an insured *Trip*, arising wholly from accidental means which, independently of any other cause, causes *Injury*.

**Accidental Bodily Injury** — a bodily *Injury* caused by an *Accident* of external origin occurring during the *Coverage Period* and being the direct and independent cause of the loss.

**Account** — the *Primary Cardholder's* *Mastercard*® account, which is in *Good Standing* with the *Policyholder*.

**Certificate** — the entire certificate of insurance document containing the terms and conditions of this insurance and issued to *You* by *Us*.

**Common Carrier** — any land, air or water conveyance for regular passenger service, which is fully licensed to carry passengers for compensation or hire and which undertakes to carry all persons indifferently as to who may apply for passage, so long as there is room and there is no legal excuse for refusal.

**Contamination** — the contamination or poisoning of people by nuclear and/ or chemical and/ or biological substances, which causes *Illness* and/or death.

**Coverage Period** — the time insurance is in effect, as described in the various sections of this *Certificate*.

**Covered Service** — a service or supply, specified herein, for which *We* provide benefits under this *Certificate*.

**Departure Date** — the date on which *You* depart on *Your* Trip, (using the local time at *Your* Canadian address).

**Departure Point** — the city within Canada from which *You* depart on *Your Trip* on *Your Departure Date*.

**Dependent Children** — unmarried persons who are dependent on the *Primary Cardholder* for support and are:

- under **21** years of age; or
- under **26** years of age if a full-time student; or
- mentally or physically incapable of self support and over **20** years of age.

**Emergency** — an unforeseen event that occurs during the *Coverage Period* and makes it necessary to be hospitalized or to receive immediate *Treatment* from a licensed *Physician*.

**Emergency Dental Care/Treatment** — the services or supplies provided by a licensed dentist, *Hospital* or other licensed provider that are immediately and *Medically Necessary*.

**Emergency Medical Care/Treatment** — the services or supplies provided by a licensed *Physician*, *Hospital* or other licensed provider (physiotherapist, chiropractor, chiropodist or podiatrist) that are *Medically Necessary* to treat any *Illness* or other covered condition that is acute (onset is sudden and unexpected) and which cannot be reasonably delayed until *You* return to *Your* home country without endangering *Your* health.

**Family Cardholder** — a *Primary Cardholder's* *Spouse* and/or *Dependent Children* who have been issued a supplemental *Mastercard*® card.

**Family Member** — includes the *Insured Person's* *Spouse*; parents; children, including children who are, or are in the process of becoming adopted; siblings; grandparents or grandchildren; step-parents; step-children; or step-siblings; in-laws (parent, son, daughter, brother, sister or grandparent); aunts; uncles; nieces; nephews; legal guardians; or wards; whether or not they travel with *You*.

**Good Standing** — being in full compliance with all of the provisions of the terms of operation, or other agreement in force between the *Primary Cardholder* and the *Policyholder*, as amended from time to time.

**Government Health Insurance Plan** — the health insurance coverage that Canadian provincial and territorial governments provide for their residents.

**Hospital** — an establishment that is licensed as a hospital and is operated for the care and *Treatment of Inpatients*, has a registered nurse always on duty, and has a laboratory and an operating room on the premises or in facilities controlled by the hospital. Hospital does not mean any establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged, or health spa.

**Illness** — a *Sickness*, infirmity or disease occurring during the *Coverage Period* that requires *Emergency Medical Care* and which did not occur prior to the *Departure Date*.

**Injury** — bodily injury occurring during the *Coverage Period*, resulting directly and independently of all other causes, from an *Accident*.

**Inpatient** — a person treated as a registered bed patient in a *Hospital* or other eligible facility and for whom a room and board charge is made.

**Insured Person** — the *Primary Cardholder*, his/her *Spouse* and eligible *Dependent Children*.

**Mastercard**® — a Choice Rewards World Elite *Mastercard*®, or a Select *Mastercard*® credit card as issued by the *Policyholder*.

**Medical Condition** — an *Accidental Bodily Injury* or *Sickness* (or a condition related to that *Accidental Bodily Injury* or *Sickness*), including disease, acute psychosis and complications of pregnancy occurring within the first **28** weeks of pregnancy.

**Medically Necessary** — the services or supplies provided by a *Hospital*, *Physician*, dentist, or other licensed provider that are required to identify or treat *Your Illness* or *Injury* and that *We* determine are:

- consistent with the symptoms or diagnosis and *Treatment of Your condition, Illness, ailment or Injury*;
- appropriate with regard to standards of good medical practice;
- not solely for the convenience of *You, a Physician* or other provider;
- the most appropriate supply or level of service that can be safely provided to *You*.

When applied to the care of an *Inpatient*, it further means that *Your* medical symptoms or condition requires that the services cannot be safely provided to *You* as an *Outpatient*.

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

**Operations Centre** — the contact centre maintained by the Allianz Global Assistance, *Our* administrator for claims and assistance services.

**Outpatient** — someone who receives a *Covered Service* while not an *Inpatient*.

**Physician** — a person (other than an *Insured Person*) who is not related to the *Insured Person* by blood or marriage who is licensed to prescribe drugs and administer medical *Treatment* (within the scope of such license) at the location where the *Treatment* is provided. A physician does not include a naturopath, a herbalist or a homeopath.

**Policyholder** — as defined on page **2** of this *Certificate*.

**Prepaid** — paid prior to *Your Departure Date*.

**Prescription Drug** — a drug or medicine that can only be issued upon the prescription of a *Physician* or licensed dentist and is dispensed by a licensed pharmacist.

**Pre-Existing Condition** — means a *Medical 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** — is the period of time (outlined below) that ends immediately before the Coverage Period. The *Pre-Existing Condition Period* is:

- **180** days for *Insured Persons* who are **64** years of age or younger;
- **365** days for *Insured Persons* who are **65** years of age to **74** years of age;
- **365** days for *Insured Persons* who are **75** years of age or older.

**Primary Cardholder** — the cardholder who has signed an application for a *Mastercard*® card, as primary cardholder, and for whom the *Mastercard*® *Account* is established.

**Professional** — a person who is engaged in a specified activity as their main paid occupation.

**Reasonable and Customary Charge** — a charge in an amount consistently made by other vendors/providers for a given service in the same geographic area, which reflects the complexity of the service taking into account availability of experienced personnel, availability of services or parts.

**Return Date** — the date on which *You* are scheduled to return to *Your Departure Point* (using the local time at *Your Canadian address*).

**Sickness** — any sudden *Illness* or disease requiring the immediate medical care or *Treatment* of a *Physician*.

**Spouse** — the person who is legally married to or in a legal civil union with the *Primary Cardholder*; or

is living with the *Primary Cardholder* in a conjugal relationship and is publicly represented as the *Primary Cardholder's* spouse, or domestic partner, in the community in which *You* reside. *You* may only have one spouse for the purposes of this insurance.

**Stable** — any *Medical Condition* or related condition (including any heart condition or lung condition) for which all the following statements for that *Medical Condition* or related condition (including any heart or any lung condition) are true:

- there has been no new *Treatment* or new prescribed medication;
- there has been no change in *Treatment* or change in prescribed 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);
- there has been no new symptom, more frequent symptom or more severe symptom;
- there have been no test results showing deterioration;
- there has been no hospitalization or referral to a specialist (made or recommended) and the results of further investigations have been completed.

**Terrorism or Act of Terrorism** — an act including, but not limited to, the use of force or violence and/or the threat thereof, including hijacking or kidnapping, of an individual or group in order to intimidate or terrorize any government, group, association or the general public, for religious, political or ideological reasons or ends, and does not include any act of war (whether declared or not), act of foreign enemies or rebellion.

**Ticket** — evidence of full fare paid for travel on a *Common Carrier*.

**Travel Advisory** — a formal written notice issued by the Canadian government to advise travellers not to enter a foreign country or a given region in that country. It does not include travel information reports.

**Travelling Companion** — any person who travels with the *Primary Cardholder* for the entire *Trip* and whose fare for transportation and/or accommodation was *Prepaid* at the same time as the *Primary Cardholder's*.

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

**Trip** — a period of round trip travel of definite length to a destination outside of the *Insured Person's* province or territory of residence that is not for the purpose of obtaining health care or *Treatment* of any kind, which includes:

- travel by a *Common Carrier*; or
- a stay in a hotel or similar accommodation; or
- a package tour which has been sold as a unit and includes at least two of the following:
  - *Common Carrier* transportation;
  - car rental;
  - accommodation;
  - meals;
  - tickets or passes for sporting events or other entertainment, exhibition or comparable event; or
  - lessons or the services of a guide.

**We, Us and Our** — as defined on page **2** of this *Certificate*.

**You and Your** — refers to the *Insured Person*.

### 3. Eligibility for Coverage

To be eligible for this insurance coverage *You* must:

- be a resident of Canada;
- be covered under *Your Government Health Insurance Plan* for the full duration of *Your Coverage Period*;
- be under age **75** at time of card activation or on *Your* annual renewal date; and
- not be employed outside of Canada on a full or part-time basis.

**PLEASE NOTE: *You* must meet all of the above requirements to be eligible for coverage.**

### 4. Certificate Effective Date and Termination Date

Except as otherwise stated herein, this *Certificate* shall come into effect on the date MBNA receives and approves the *Primary Cardholder's* request for the *Mastercard*® card.

Except as otherwise stated herein, this *Certificate* shall terminate on the earliest of:

- the date the *Insured Person* is no longer eligible to participate;
- the date the eligible *Account* is defined as ineligible by the *Policyholder*;
- the date the *Account* is closed;
- the date the master group insurance policy is terminated; or
- the date of *Your* annual renewal when *You* attain age **75**.

### 5. Travel Medical Benefits

#### 5.1 EMERGENCY MEDICAL AND DENTAL COVERAGE

##### Coverage Period

Coverage begins at the time of *Your* departure from *Your* province or territory of residence.

*Your* insurance under the Emergency Medical and Dental Benefit ends on the earliest of:

- at 12:01 a.m. on the **16<sup>th</sup>** day (including *Your Departure Date*) after *You* depart on a *Trip*; or
- if *You* have purchased additional days of coverage from *Us*, *Your* coverage will end at 12:01 a.m. on the day immediately following the final date of coverage as indicated on *Your* declaration page; or
- the annual renewal date of the year *You* attain age **75** (for *Dependent Children* see the definition for age limits); or
- at the time *You* return to *Your* province or territory of residence.

##### Optional Extension of Coverage

Coverage may be extended provided no event has occurred that would give rise to a claim under this insurance and provided *You* request an extension by phone prior to the **15<sup>th</sup>** day of *Your Trip*.

To arrange for an extension of coverage, please call the *Operations Centre* at 1-866-520-8827 while in North America, or if elsewhere, call collect 1-519-742-9356. The additional coverage may require the completion of a medical questionnaire. Premium payment must be charged to *Your Mastercard*® card.

When making a claim hereunder, evidence of *Your Departure Date* from, scheduled and actual *Return Dates* to *Your* province or territory of residence will be required.

##### Automatic Extension

Coverage will be extended provided *Your* return is delayed due to the hospitalization, during the *Coverage Period*, as an *Inpatient* or *Medical Condition* of *You*, *Your Spouse* or *Your Dependent Children* or *Your Travelling Companion*, when they are travelling with *You*.

If coverage is automatically extended, coverage will end on the earliest of either:

- *Your* arrival at *Your* province or territory of residence or return destination based on *Your* travel itinerary; or
- **5** days after *Your* scheduled *Return Date*; however, if *You* are hospitalized as an *Inpatient*, if *Medically Necessary*, We will extend insurance for **72** hours from the time *You* are discharged but under no circumstances will coverage be extended for more than **3** months from *Your* scheduled *Return Date*.

## Covered Benefits

Emergency Medical and Dental Coverage reimburses *You* for eligible expenses if *You* require *Emergency Medical and/or Dental Care* during *Your Trip*. This coverage will also cover expenses for *Emergency* medical transportation back to *Your* province or territory of normal residence. In the event of *Injury* or *Illness* while on a *Trip*, during the *Coverage Period*, We reimburse *You* for *Reasonable and Customary Charges* for the following *Medically Necessary* expenses required by *You*.

## Emergency Hospital, Ambulance and Medical Expenses

We provide coverage up to **\$2,000,000** per *Insured Person* (unless as specified otherwise below for a specific benefit), for the following:

### Hospital Inpatient Charge

*Hospital Inpatient* room and board charges, up to semi-private ward or the equivalent. If *Medically Necessary*, expenses for *Treatment* in an intensive care unit.

### Emergency Medical Treatment (including x-rays and lab)

This insurance covers *Emergency Medical Care* or *Treatment* of any *Medical Condition* that is

acute (onset is sudden and unexpected) and considered life threatening or, if left unattended, could deteriorate resulting in serious and irreparable harm.

## Emergency Dental Treatment (including x-rays and lab)

This insurance covers the following dental expenses when required as *Emergency Treatment* and ordered by or received from a licensed dentist:

- if *You* need dental *Treatment* to repair or replace *Your* natural or permanently attached artificial teeth because of an *Accidental* blow to *Your* face, *You* are covered for the *Emergency* dental expenses *You* incur during *Your Trip*. *You* are also covered up to a maximum of **\$1,000** to continue necessary *Treatment* after *Your* return to Canada. However, this *Treatment* must be completed within **3** months after the *Accident*.
- if *You* need *Emergency Treatment* to relieve dental pain, *You* are covered for the *Emergency* dental expenses *You* incur during *Your Trip*, up to a maximum of **\$250**, and the complete cost of *Prescription Drugs*.

## Professional Fees

This insurance covers expenses for *Emergency Treatment* by a licensed physiotherapist, chiropractor, chiropodist or podiatrist to a maximum of **\$350** per profession.

## Licensed Private Duty Nurse

This insurance covers the cost of licensed private duty nursing services to a maximum of **\$5,000** while *You* are an *Inpatient*, when pre-approved by the *Operations Centre*.

## Prescription Drugs

This insurance covers the cost of *Prescription Drugs*, limited to a supply of **30** days, if prescribed because of an *Emergency* condition.

## Medical Appliances

This insurance covers the cost of medical appliances including wheelchair, braces, crutches, walker, or *Hospital*-type beds, if ordered by a licensed *Physician*. We will pay the lesser of the rental or the purchase price.

## Ambulance

This insurance covers the cost of local ground transport to a medical service provider in an *Emergency*.

## Medical Assistance Services

### Medical Assistance

If *You* have a medical problem or *Emergency*, *You* must contact the *Operations Centre*, who will refer *You* to a local *Physician*, dentist, *Hospital*, medical facility, or other appropriate resource.

### Medical Consultation and Monitoring

If *You* are hospitalized, Allianz Global Assistance medical staff will keep in contact with *You* and *Your* treating *Physician* to get information on the care *You* are receiving and determine the need for further assistance. The *Operations Centre* will also contact *Your* personal *Physician* and family at home, if necessary.

### Emergency Medical Transportation

We will arrange and pay for medical transportation services as specified below, which are required by *You* as a result of an *Injury* or *Illness* that occurs during the *Coverage Period* that requires transportation to an appropriate medical facility or return to *Your* province or territory of residence. All *Emergency* medical transportation services must be authorized in advance and organized by the *Operations Centre*. Such services that the *Operations Centre* does not pre-authorize shall not be covered.

## Transportation to an Appropriate Medical Facility

If *Our* consulting *Physician* and the local attending *Physician* determine that adequate *Treatment* is not available locally and that *Treatment* is *Medically Necessary*, *You* will be transported to the nearest appropriate medical facility.

## Return to Your Province or Territory of Residence

Once *You* have received *Emergency Medical Care* and *Our* consulting physician determines *You* are able to and recommends that *You* return home, We will arrange for *You* to return to *Your* province or territory of residence.

We will arrange and pay for the following services and expenses to evacuate *You* to *Your* province or territory of residence:

- the cost of an economy class one-way ticket on a commercial flight via the most cost-effective route, less any refunds from any unused return trip *Tickets*. If *Medically Necessary* or required by the airline, We will also pay the expenses for a qualified medical attendant to accompany *You*.
- the cost of a stretcher fare on a commercial flight via the most cost-effective route to *Your* province or territory of residence, if a stretcher is *Medically Necessary*.
- the cost of air ambulance transportation to the most appropriate facility in *Your* province or territory of residence, if the use of an air ambulance is required and *Medically Necessary*.

## Accommodation & Meals

We will pay up to **\$150** per day per *Account*, up to a total of **10** days to cover hotel expenses, meals and taxi fares, if *You* or *Your Travelling Companion* because of receiving a covered *Emergency Treatment*:

- are delayed beyond the initial scheduled *Return Date*; or
- have to relocate to receive the *Emergency Treatment*.

### Bedside Visits

If *You* are travelling alone and will be hospitalized as an *Inpatient* for more than **3** consecutive days, *We* will pay for the cost of a round-trip economy fare on a commercial flight via the most cost-effective route, to bring a *Family Member* or a close personal friend of *Your* choice who is required at *Your* bedside while *You* are hospitalized. *We* will also pay up to **\$150** per day per *Account*, up to a total of **10** days, for that person's reasonable accommodation, taxi fares and meals.

This benefit is subject to pre-authorization and must be arranged by the *Operations Centre*.

### Repatriation of Remains

In the event of *Your* death during *Your Trip* from a *Medical Condition* covered under this insurance, the insurance covers a maximum benefit of up to **\$5,000** for:

- the cost for reasonable and necessary services needed for the transport of *Your* remains from the place of death to *Your* city of residence; or
- the burial or the cremation of *Your* remains where *Your* death occurred. The cost of a burial coffin or urn is not a covered expense.
- the cost of a round-trip economy fare on a commercial flight via the most cost-effective route for a person to identify *Your* remains, if legally required. Meals and accommodations for that person are covered up to a maximum of **\$150** per day per *Account*, up to a maximum of **3** days.

### Return of Dependent Children and Escort for Dependent Children to their Departure Point

If *Dependent Children* insured under one of *Our* emergency medical insurance products travel with *You* or join *You* during *Your Trip* and *You* are hospitalized for more than **24** hours or *You* must return to Canada because of *Your Emergency Medical Condition* covered under this insurance, this insurance covers:

- the extra cost of a one-way economy air fare on a commercial flight via the most cost-effective route for the return of those *Dependent Children* to their *Departure Point*; and
- the cost of a round-trip economy air fare via the most cost-effective route on a commercial flight for an escort, if the airline requires that the *Dependent Children* be escorted.

### Vehicle Return

If, as a result of a covered medical *Emergency*, *You* are unable to return *Your* vehicle or *Your* rented vehicle to its point of origin, this insurance covers the reasonable costs up to a maximum of **\$2,000** to return the vehicle to *Your* residence or to the rental agency, when pre-authorized by the *Operations Centre*.

**Emergency Medical and Dental coverage is also subject to the General Conditions, Limitations and Exclusions, as well as the Pre-Existing Condition Exclusions.**

#### 5.1.1 Conditions and Limitations Specific to Emergency Medical and Dental Coverage

1. *You* must contact the *Operations Centre* before seeking care. If *You* do not notify the *Operations Centre* or if *You* choose to receive *Treatment* from a service provider other than that recommended by the *Operations Centre*, *You* may be responsible for **30%** of *Your* medical expenses under this insurance. If *Your Medical Condition* prevents *You*

from calling before seeking *Emergency Treatment*, You must call as soon as medically possible. As an alternative, someone else (*Family Member*, friend, *Hospital* or *Physician's* office staff, etc.) may call on *Your* behalf.

2. The medical staff of the *Operations Centre* must approve all cardiac procedures, including cardiac catheterization, angioplasty and cardiovascular surgery in advance.
3. If *Your* employer (or former employer if *You* are retired) provides an extended health insurance plan and:
  - if *Your* lifetime maximum coverage is less than **\$50,000**, We will not coordinate payment;
  - if *Your* lifetime maximum coverage is more than **\$50,000**, We will coordinate payment only in excess of **\$50,000** in accordance with the coordinating coverage guidelines issued by the Canadian Life and Health Insurance Association.

### 5.1.2 Exclusions Specific to Emergency Medical and Dental Coverage

Coverage is not provided for:

1. Any *Treatments*, services, supplies, or charges We determine are non-emergent or can be reasonably delayed until *Your* return to *Your* province or territory of residence;
2. Any *Treatment* received in unlicensed facilities or given by unlicensed health care providers, or given by a *Family Member* or a *Travelling Companion* whether or not a licensed provider;
3. Regular care or *Treatment* of a chronic condition;
4. Routine pre-natal care, fertility *Treatments*, elective abortion, a child born during *Your Trip*, complications of *Your* pregnancy when they occur in the **9** weeks before or after the expected date of delivery;

5. Any *Treatment* received if the purpose for travel was to receive medical care, medication or *Treatment* regardless of whether the *Emergency Treatment* received was related to the medical purpose of *Your Trip*;
6. Any condition for which *You* had symptoms before *Your Departure Date* that would have caused a prudent person to seek diagnosis or *Treatment* (including *Emergency Treatment*);
7. Any recurrence or complication of any *Medical Condition* following medical *Treatment* during *Your Trip* where the *Operations Centre* determined and recommended *You* should return home and *You* chose not to do so;
8. Any cardiac catheterization, angioplasty, or cardiovascular surgery unless approved in advance by the *Operations Centre*;
9. *Treatment* for any *Medical Condition* for which future investigation or *Treatment* was planned before *Your Departure Date* (other than routine monitoring);
10. *Treatment* or surgery for a specific condition, or a related condition, which:
  - had caused *Your Physician* to advise *You* not to travel; or
  - *You* contracted in a country during *Your Trip* when, before *Your Departure Date*, a *Travel Advisory* was issued advising Canadians not to travel to that country, region, or city.

## 5.2 EMERGENCY TRAVEL ASSISTANCE SERVICES

### Coverage Period

Coverage begins at the time of *Your* departure from *Your* province or territory of residence. Coverage ends at the time of *Your* return to *Your* province or territory of residence.

### Assistance Services

The following assistance services are available to *You*:

## Travel Document and Ticket Replacement Assistance

If *You* passport or other travel documents are lost or stolen, the *Operations Centre* will provide *You* with information and assistance to obtain replacement documents. The *Operations Centre* will also help *You* to replace lost airline and other travel tickets and assist *You* in obtaining money for this purpose. The cost of obtaining replacement documents will be charged to *Your Mastercard*® card (subject to credit availability) or arranged, if reasonably possible, through *You*, *Your* family or friends. The *Operations Centre's* assistance coordinators may assist *You* in making the necessary arrangements.

## Legal Assistance

If *You* have legal issues while travelling, the *Operations Centre's* assistance coordinators will help *You* find a local legal advisor. If *You* require the posting of bail or immediate payment of legal fees, up to a maximum of **\$5,000** may be charged to *Your Mastercard*® card (subject to credit availability) or arranged, if reasonably possible, through *You*, *Your* family or friends. The *Operations Centre's* assistance coordinators may assist *You* in making the necessary arrangements.

## Emergency Cash Transfer

If *Your* cash or traveller's cheques are lost or stolen, or if *You* need funds for the immediate payment of unexpected expenses, the *Operations Centre* will help arrange for emergency cash (in currency, traveller's cheques or any other form acceptable to *Us*) to be transmitted to *You* in a timely fashion. These funds, to a limit of **\$5,000**, will be charged to *Your Mastercard*® card (subject to credit availability) or arranged, if reasonably possible, through *You*, *Your* family or friends. The *Operations Centre's* assistance coordinators may assist *You* in making the necessary arrangements.

## Emergency Message Centre

In an emergency, call the *Operations Centre*, identify yourself by name and *Your Certificate* number, and give the assistance coordinator *Your* message. The *Operations Centre* will make at least **3** attempts in **24** hours to reach *Your* requested party, and will provide *You* with an update on the results of the efforts made to deliver the message. Neither *We*, nor the *Operations Centre* are responsible for delivery of a message if the recipient cannot be reached. This service can be used for *Trips* anywhere in the world.

## 6. General Conditions, Limitations and Exclusions

*Your* insurance coverage is subject to the terms set out as follows.

### 6.1 GENERAL CONDITIONS AND LIMITATIONS

1. All premiums, benefit maximums and benefit payments are stated in Canadian dollars unless otherwise specified. At *Our* option, *We* may pay a claim for benefits in the currency where the loss occurred or in Canadian currency.
2. *You* and *We* agree that all disputes, controversies or claims arising under this *Certificate* or otherwise in connection with this *Certificate*, whether of law or fact and of any nature whatsoever (including but not limited to all disputes or controversies related to determinations made under this *Certificate*) shall be decided by arbitration which shall be binding and without recourse to the courts or to an appeal. This arbitration shall be before a single arbitrator in the Canadian province or territory in which this *Certificate* was issued under the rules embodied in the arbitration legislation of that province or territory. In the absence of such legislation, the Commercial Arbitration Act, R.S.C. **1998**, C. **17** (second supp.), as amended shall apply. In any event, any action or arbitration

proceeding against *Us* for the recovery of a claim under this *Certificate* shall not be commenced more than **12** months after the occurrence, which gives rise to the claim. If, however, this limitation is invalid according to the laws of the province or territory where this *Certificate* was issued, *You* must commence *Your* action or arbitration proceeding within the shortest time permitted by the laws of that province or territory. In addition *You*, *Your* heirs and assigns consent to the venue of any action or arbitration being only in the province or territory where the *Certificate* was issued and at a venue *We* and/or Allianz Global Assistance choose.

3. No agent or other person has authority to accept or make representations of information or alter, modify or waive any of the provisions of this *Certificate*.
4. *You* must submit claims to the *Operations Centre* within **3** months from date of loss. If applicable law provides for a longer period, *You* must submit *Your* claim within the longer period provided for by law. For *Your* claim to be valid, *You* must provide all of the documents *We* require to support *Your* claim. Failure to give notice of claim or furnish proof of loss within the time prescribed does not invalidate the claim if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed and if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than **1** year from the date of the event for which benefits are being claimed. Failure to provide the requested documentation to substantiate *Your* claim under this *Certificate* will invalidate *Your* claim.
5. If *You* are covered under another certificate issued by *Us* that provides the same or similar coverage, *We* will adjust *Your* claim by applying the terms and conditions of the coverage that pays the most. The amount *We* pay will not exceed *Your* total monetary loss.

6. *We* may void this *Certificate* in the case of fraud or attempted fraud by *You* or if *You* conceal or misrepresent any circumstance or fact that is material. The application for insurance must be completed fully and correctly, failing which *We* may, at *Our* option, void all *Your* coverage.
7. *You* must repay to *Us* amounts paid or authorized for payment on *Your* behalf, if *We* determine the amount is not payable under this insurance.
8. *We* may require a *physician(s)* of *Our* choice to physically examine *You* as often as reasonably needed while a claim is pending. *We* may also require an autopsy in the case of death, where law does not forbid it. *We* will bear all necessary costs for this.
9. References to *Your* age refer to *Your* age on the date *Your* *Mastercard*® card is activated or on *Your* annual renewal date.
10. If *You* incur losses covered by this insurance because of a third party, *We* may take legal action against that party at *Our* expense. *We* have full rights of subrogation. *You* agree to allow *Us* to fully assert *Our* right to subrogation and to cooperate fully with *Us* by delivering such documents. *You* agree to do nothing that would prejudice *Our* rights to recover funds from any source.
11. *We*, Allianz Global Assistance (*Our* administrator) and *Our* agents, or the *Policyholder* are not responsible for the availability, quality or outcome of any medical *Treatment* or of any medical transportation, or *Your* failure to obtain medical *Treatment*.
12. All benefit payments under this *Certificate* are in excess of similar insurance benefits payable by another insurer. If *You* are eligible from more than one insurer for benefits, which are similar to those for which *You* are insured hereunder, the total benefits paid to *You* by all insurers cannot exceed *Your* actual covered losses.

13. If a covered loss is incurred either directly or indirectly as the result of an “*Act of Terrorism*”, payment for a covered expense will be made at **100%** of the sum insured under this *Certificate*.
14. Notice of Applicable Statutory Conditions — Notwithstanding any other provision herein contained, this contract is subject to the statutory conditions in the Insurance Act respecting contracts of *Accident* insurance. This condition does not apply to the province of Quebec.
15. This policy 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.
16. Despite any other provision contained in the contract, the contract is subject to the statutory conditions in the Insurance Act respecting contracts of *accident* and sickness insurance.

## 6.2 PRE-EXISTING CONDITIONS EXCLUSIONS

### ***Pre-Existing Conditions applicable to Insured Persons up to and including age 64.***

This insurance does not pay for any expenses incurred directly or indirectly as a result of:

1. If at any time during the *Pre-Existing Condition Period* *Your Medical Condition* or related condition has not been *Stable*.
2. *Your heart condition*, if at any time during the *Pre-Existing Condition Period*:
  - any heart condition has not been *Stable*;
  - *You* have taken nitro-glycerine more than once per week specifically for the relief of angina pain.
3. *Your lung condition*, if at any time during the *Pre-Existing Condition Period*:

- any lung condition has not been *Stable* ;
- *You* have been treated with home oxygen or taken oral steroids (prednisone or prednisolone) for any lung condition.

4. Any *Medical Condition* for which future investigation or *Treatment* was planned during the *Pre-Existing Condition Period* (other than routine monitoring).
5. Any condition for which *You* had symptoms during the *Pre-Existing Condition Period* that would have caused a prudent person to seek diagnosis or *Treatment* (including *Emergency Treatment*).

### ***Pre-Existing Conditions applicable to Insured Persons age 65 up to and including age 74.***

This insurance does not pay for any expenses incurred directly or indirectly as a result of:

1. *Your Medical Condition* or related condition, if at any time during the *Pre-Existing Condition Period* *Your Medical Condition* or related condition has not been *Stable*.
2. *Your heart condition*, if at any time during the *Pre-Existing Condition Period*:
  - any heart condition has not been *Stable*;
  - *You* have taken nitro-glycerine more than once per week specifically for the relief of angina pain.
3. *Your lung condition*, if at any time during the *Pre-Existing Condition Period*:
  - any lung condition has not been *Stable*;
  - *You* have been treated with home oxygen or taken oral steroids (prednisone or prednisolone) for any lung condition.
4. Any *Medical Condition* for which future investigation or *Treatment* was recommended or

planned by a *Physician* during the *Pre-Existing Condition Period* (other than routine monitoring).

5. Any condition for which *You* had symptoms during the *Pre-Existing Condition Period* that would have caused a prudent person to seek diagnosis or *Treatment* (including *Emergency Treatment*).

### 6.3 GENERAL EXCLUSIONS

These exclusions apply to all benefits and services. This insurance provides no payment for any loss arising directly or indirectly out of, or as a result of the following:

1. Intentionally self-inflicted harm, suicide or attempted suicide (whether sane or insane).
2. Terminal *Illness* where the prognosis for life expectancy is limited to **9** months or less.
3. Kidney disease, or failure, when dialysis *Treatments* are recommended or required on an ongoing basis.
4. Mental, nervous or emotional disorders that do not require immediate hospitalization.
5. Abuse of any medication or non-compliance with prescribed medical *Treatment* or therapy.
6. Any *Injury* or *Accident* occurring while *You* are under the influence of illicit drugs or alcohol (where the concentration of alcohol in *Your* blood exceeds **80** milligrams of alcohol in **100** millilitres of blood) or when *You* illustrate a visible impairment due to alcohol or illicit drugs and any chronic *Illness* or hospitalization related to, or exacerbated by, the habitual use of alcohol or illicit drugs.
7. Any expense incurred when the purpose of travel was to obtain medical care, medication or *Treatment*.
8. Any *Medical Condition* for which it was reasonable to expect *Treatment* or hospitalization during *Your Trip*.
9. War (whether declared or undeclared), acts of war, military duty, civil disorder or unrest, *Terrorism* or *Act of Terrorism* (unless specifically covered).
10. Amateur or *Professional* sports, or other athletic activities, which are organized and/or sanctioned. Full-contact bodily sports, skydiving, hang gliding, bungee jumping, parachuting, *Mountain Climbing* (where ropes or guides are normally used), caving, heli-skiing, any skiing or snowboarding outside marked trails, any motorized race or motorized speed contest. This exclusion does not include: amateur athletic activities, which are non-contact and engaged in by an *Insured Person* solely for leisure, recreational, entertainment or fitness purposes.
11. Scuba diving, unless *You* hold a basic SCUBA designation from a certified school or other licensing body or *You* are accompanied by a dive master or are diving in water not deeper than **10** metres.
12. Nuclear reaction, radiation or radioactive *Contamination*.
13. Any unlawful acts committed by *You*, *Family Members*, or *Travelling Companions*, whether they are insured or not.
14. Prohibition or regulation by any government which interferes with *Your Trip*.
15. Cosmetic or any other elective surgery.
16. Air travel except while *You* are riding, boarding or alighting as a ticketed passenger on a certified passenger aircraft provided by a regularly scheduled airline on a regularly scheduled *Trip* or charter.

17. *Your* travel to a country for which the Canadian government has issued a written *Travel Advisory* prior to *Your Departure Date*.

## 7. Claims Notification and Filing Procedures

### Claim Notification

**IF YOU ARE IN NEED OF EMERGENCY ASSISTANCE OR EMERGENCY MEDICAL OR DENTAL CARE WHILE TRAVELLING, YOU MUST CALL THE OPERATIONS CENTRE AT ONE OF THESE NUMBERS BEFORE SEEKING TREATMENT:**

**1-866-520-8827 toll-free from the U.S., Canada, Puerto Rico and the U.S. Virgin Islands.**

**1-519-742-9356 collect from anywhere else in the world.**

**Please have the following information ready for the representative when *You* call:**

- *Your* name, and *Mastercard*® *Account* number, and
- *Your* location and local phone number.

**PLEASE NOTE: *You* must call the *Operations Centre* prior to seeking *Emergency Medical* or *Dental Care*. Failure to call may result in reduced benefits. Should *Your Medical Condition* prevent *You* from calling before seeking *Emergency Treatment* someone else may call on *Your* behalf, alternatively *You* must call the *Operations Centre* as soon as medically possible.**

All medical procedures (including cardiac procedures and cardiac catheterization) must be approved in advance by the medical advisors of the *Operations Centre*.

The Emergency Medical and Dental insurance covers only the *Medically Necessary* expenses *You* incur once *You* have left *Your* province or territory of residence. In addition, the Emergency Medical and

Dental insurance covers only the expenses in excess of those covered under *Your Government Health Insurance Plan*.

When *You* contact the *Operations Centre*, they will refer *You* or may transfer *Your* call, when medically appropriate, to an accredited medical service provider within a network.

The *Operations Centre* may also make a request for the medical service provider to bill the medical expenses covered under this insurance directly to *Us* instead of to *You*. If needed to secure *Your Medically Necessary* admission to a *Hospital*, *We* will guarantee payment up to the amount provided for under this *Certificate*.

### To File a Claim

**Contact the *Operations Centre* at 1-866-520-8827 to obtain claim forms.**

Submit the completed forms with *Your* proof of claim to *Our* administrator at the following address:

**Allianz Global Assistance  
PO Box 277  
Waterloo, ON N2J 4A4**

**Claims must be submitted within 3 months from date of loss. If applicable law provides for a longer period, *You* must submit *Your* claim within the longer period provided for by law. Failure to complete the required claim and authorization forms in full will delay the assessment of *Your* claim.**

All benefits will be paid in Canadian dollars unless otherwise stated. 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.

### **Information to Submit When Filing a Claim (proof of claim)**

As a condition to the payment of benefits under this insurance, *We* will require certain information from

*You* if *You* need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

### General Documentation Requirements

1. Original receipts, invoices and itemized bills for all expenses.
2. The fully and accurately completed claim forms supplied to *You* by Allianz Global Assistance.
3. Proof of departure from *Your* province or territory of residence.

### Emergency Medical and Dental Claims

General documentation requirements and the following:

1. Any explanation of diagnosis along with *Your* original itemized bills, receipts, and proof of other insurance payment(s).
2. For *Accidental* dental expenses, *We* require proof of the *Accident*.

## 8. Privacy Information Notice

TD Life Insurance Company, (“TD Life”) and its insurance administrator, Allianz Global Assistance, and its agents, representatives and reinsurers (for the purpose of this Personal Information Notice collectively “*we*”, “*us*” and “*our*”) require personal information including:

- details about *you* including *your* name, date of birth, address, telephone numbers, e-mail address, employer, and other identification
- medical records and information about *you*
- records that reflect your business dealings with and through *us*.

This personal information is collected for the following insurance purposes when offering and providing insurance and related services:

- to identify and communicate with *you*;
- to consider any application for insurance;
- if approved, to issue a Policy or *Certificate* of insurance;
- to administer insurance and related benefits;
- to evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses;
- to investigate claims and to determine eligibility for insurance benefits;
- to provide assistance services;
- for fraud prevention and debt collection purposes; and
- as required or permitted by law.

*We* only collect personal information necessary to the insurance purposes from individuals who apply for insurance, Policy and Certificate holders, insureds, and claimants. In some cases *we* also collect personal information from members of a *Certificate* or *Policy holder's*, *insured's* or *claimant's* family or their friends when they are unable, for medical or other reasons, to communicate directly with *us*. *We* also collect and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of the insured, *Certificate* or *Policy holder* or *claimant*. *We* may also use and disclose information from our existing files for the insurance purposes.

Upon your request and authorization, *we* may also disclose this information to other persons.

When an individual applies for, purchases, or is covered by one of our insurance policies or submits a claim for insurance benefits, he or she is presumed to consent to the personal information practices

described in this notice. A person may decline to have their information collected, used or disclosed for the insurance purposes but in that instance we will likely be unable to provide insurance and related services.

Personal information is maintained in the *Certificate* or *Policy holder's, insured's or claimant's* file that we establish and maintain in the offices of TD Life. Our employees, who require it for the purposes of completing their duties, will have access to this file. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions.

For information about how to obtain access to written information about our policies and procedures with respect to service providers outside of Canada, please contact us at **customerfeedback@td.com**. We will retain the personal information we collect for a specified period of time and in a storage method appropriate with legal and our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period.

To request access to *your* Personal Information in *our* possession, complete and submit a Personal Information request form or write to *our* Customer Relations team at:

**MBNA**

**Attention: Customer Relations**

**P.O. Box 9629, Ottawa, ON K1G 6V1**

To inquire about *your* Personal Information in *our* possession or make corrections to it, write to us at the same address outlined above.

For a complete copy of our Privacy Policy, please visit [www.mbna.ca/privacy/](http://www.mbna.ca/privacy/)



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