

Protection for your Personal Loan

Product Summary, Fact Sheet
and Certificate of Insurance

**For Loan Life and Disability
Insurance**

Protect What's Important



Protection for your Personal Loan

Protect What's Important

Product Summary and Fact Sheet

- **Accidental dismemberment coverage provided by:**

TD Life Insurance Company ("TD Life")

P.O. Box 1

TD Centre

Toronto, Ontario M5K 1A2

Toll Free Fax: 1-866-534-5534

- **All other coverages provided by:**

The Canada Life Assurance Company ("Canada Life")

Creditor Insurance Department

330 University Avenue

Toronto, Ontario M5G 1R8

Fax: 416-552-6633

- **Administered by:**

TD Life

This booklet contains a guide to features of Loan Life and Disability Insurance and the Certificate of Insurance for persons covered by this product. It also contains the answers to commonly asked questions about this coverage.

These documents are important, so please keep this booklet in a safe location.

Contents

| | |
|---|----|
| Product Summary | 4 |
| About this Product Summary | 4 |
| What is covered by Loan Life and Disability Insurance? | 5 |
| Who is eligible for Loan Life and Disability Insurance? | 6 |
| When does Loan Life and Disability Insurance start? | 6 |
| What are the benefits? | 6 |
| When will an Insurance benefit not be paid? | 6 |
| What are the consequences of misrepresentation and concealment? | 7 |
| When does Loan Life and Disability Insurance end? | 7 |
| What is the cost of Loan Life and Disability Insurance? | 7 |
| How to Calculate your Premium | 8 |
| Can I cancel Loan Life and Disability Insurance? | 9 |
| How can I submit a claim? | 9 |
| Who can answer my questions about Loan Life and Disability Insurance? | 10 |
| What if I have a complaint? | 10 |
| LET'S TALK INSURANCE! | 11 |
| Certificate of Insurance | 14 |
| Introduction to <i>Your</i> Insurance Coverages | 14 |
| Beneficiary Information | 15 |
| Who Is Eligible For Insurance | 15 |
| How To Apply | 16 |
| How To Submit A Claim | 16 |
| We Must Receive A Claim Within A Specific Time: | 16 |
| Additional Claim Information | 16 |
| Definitions Applicable to <i>Loan Life</i> and <i>Disability Insurance</i> | 17 |
| Coverages..... | 18 |
| <i>Life Insurance</i> | 18 |
| When Your <i>Life Insurance</i> Starts | 18 |
| Maximum <i>Life Insurance</i> Amounts You Can Apply For | 18 |
| How A <i>Life Insurance</i> Benefit Is Determined | 18 |
| When We Pay A <i>Life Benefit</i> | 18 |
| When We Will Not Pay A <i>Life Benefit</i> | 19 |
| When We Will Pay An <i>Accidental Dismemberment Benefit</i> | 19 |
| When We Will Not Pay An <i>Accidental Dismemberment Benefit</i> | 20 |
| When We May Not Pay Any Benefit and Terminate All <i>Your Coverage</i> | 21 |
| Definitions Applicable to <i>Loan Life</i> and <i>Accidental Dismemberment Coverages</i> | 21 |

| | |
|--|--------------|
| Disability Insurance | 22 |
| When Your Disability Insurance Starts | 22 |
| Maximum Disability Insurance Amount | 22 |
| How A Disability Insurance Benefit Is Determined | 22 |
| When We Pay A Disability Insurance Benefit | 23 |
| When We Will Not Pay A Disability Benefit | 23 |
| When We May Not Pay Any Benefit and Terminate All Your Coverage | 23 |
| When Your Life and/or Disability Insurance Ends | 24 |
| Definitions Applicable to Loan Disability Insurance | 25 |
| Premium Information For <i>Life And Disability Insurance</i> | 26 |
| Misstatement of Age: | 26 |
| Premium Rates | 27 |
| How To Calculate Your Premium | 27 |
| Definitions Of The Terms We've Used | 29 |
| Commonly Asked Questions About <i>Loan Life and Disability Insurance</i> | 30 |
| Privacy Agreement | 32 |
| More Information | 37 |
| Protecting Your Personal Information | 38 |
| Forms | |
| Notice of Rescission of an Insurance Contract | back of book |
| Notice of Free Choice of Insurer of Representative | back of book |

Product Summary

Loan Life and Disability Insurance

Who are the insurers and who is the distributor?

| Name and Address of the Insurers | |
|---|--|
| Accidental dismemberment coverage is provided by: TD Life Insurance Company “TD Life” P.O. Box 1 TD Centre Toronto, Ontario M5K 1A2 1-888-983-7070 Client Number listed with the Autorité des marchés financiers: 2000444011 TD Life is the authorized administrator for Canada Life. | Life and Disability Insurance are provided by: The Canada Life Assurance Company (“Canada Life”) 330 University Avenue Toronto, Ontario M5G 1R8 1-800-380-4572 Client Number listed with the Autorité des marchés financiers: 2000737730 |
| Name and Address of the Distributor | |
| TD Canada Trust P.O. Box 1 TD Centre Toronto, Ontario M5K 1A2 1-888-983-7070 | |

About this Product Summary

This Product Summary is meant to provide an overview of the features and benefits of this insurance. The terms and conditions of this insurance are contained in your Certificate of Insurance which governs.

Note: Terms that appear in italics throughout this Product Summary are defined as follows:

Accident

a violent, sudden and unexpected action from an outside source but does not include injuries resulting either directly or indirectly from any illness, medical condition or congenital defect, regardless of:

- whether the illness or condition arose before or after your coverage starts;

- how the insured person came to suffer from the illness or condition; or
- whether the illness, condition or defect or resulting injury was expected or unexpected.

Accidental Dismemberment

Coverage if you suffer a covered loss of limb or sight due to an *Accident* that is beyond remedy by surgical or other means, as more fully described in the “When We Will Pay an *Accidental Dismemberment* Benefit” section in the Certificate of Insurance

Elimination Period

The first 30 consecutive days that you are unable to perform all or substantially all of the duties of your occupation you were working at before you became disabled. A disability benefit will not be paid or accrue during this period.

Totally Disabled/Total Disability

Due to *Accident* or sickness:

- during the first 30 consecutive days, you are unable to perform all or substantially all of the duties of the occupation you were working at before you became disabled. This is called the *Elimination Period*. You will not be paid a disability benefit during this period;
- for the first 12 months following the *Elimination Period*, you are unable to perform all or substantially all of the duties of the occupation you were working at before you became disabled;
- after the first 12 months following the *Elimination Period*, you are completely unable to engage in any occupation for which your education, training or experience qualifies you.

We, us, our

TD Life for *Accidental Dismemberment* coverage, and Canada Life for all other coverages, as applicable.

What is covered by Loan Life and Disability Insurance?

Loan Life and Disability Insurance provides:

| Life Insurance | Disability Insurance |
|--|--|
| Coverage up to \$250,000 in the event of the following events: death and <i>Accidental Dismemberment</i> . | Coverage in the event you become <i>Totally Disabled</i> due to <i>Accident</i> or sickness. |

Who is eligible for Loan Life and Disability Insurance?

To apply for this insurance, you must be a Canadian Resident and meet all of the criteria in the chart below:

| Type of Insurance | Life Insurance | Disability Insurance |
|--|---|---|
| Age Eligibility Requirement: On the date of application, you must be between ages: | <ul style="list-style-type: none"> • 18-69 years old | <ul style="list-style-type: none"> • 18-69 years old Note: To apply for Disability Insurance, you must apply for or have already been approved for Life Insurance |
| Additional Eligibility Requirement | <ul style="list-style-type: none"> • Your loan must have an amortization period of 20 years or less; • You must apply for coverage within 90 days of receiving the funds for your loan; • You must not have applied for or received disability payments, benefits or disability pensions from any source in the 30 days prior to applying. Note: Any borrower or guarantor on this loan can apply for Loan Life and Disability Insurance. | |

When does Loan Life and Disability Insurance start?

If your loan is approved and you apply no later than 90 days after funds are advanced to you, Life Insurance and Disability Insurance start on the latter of:

- the date funds were advanced to you; or
- the date you applied for coverage.

What are the benefits?

In the event of an approved claim, we pay TD Canada Trust up to \$250,000 for Loan Life Insurance and up to \$2,000 per month for a maximum of 60 months for Disability Insurance to be applied towards your loan.

When will an Insurance benefit not be paid?

The coverages have certain limitations and exclusions. Here are some examples of when an insurance benefit will not be paid:

- your *Total Disability* or death occurs due to a pre-existing condition;

- your *Total Disability* occurs before your coverage starts;
- if your loss is a result of intentional self-inflicted injury, suicide or attempted suicide.

For complete details of coverage limitations and exclusions, please refer to the Certificate of Insurance.

What are the consequences of misrepresentation and concealment?

If you fail to disclose information or give incorrect information relating to your Application or requests in change of coverage for insurance, your coverage may be cancelled if it has been in effect for less than 2 years. You must also be accurate and complete with us at all times as we may not pay a benefit if you give false or incomplete information.

When does Loan Life and Disability Insurance end?

Loan Life and Disability Insurance may end before your loan is fully paid. For example, it will end when:

- you are no longer a borrower on the loan;
- we pay a Life Insurance benefit against your loan;
- you have accumulated a total of 3 months of unpaid premiums;
- you die.

For complete details on when coverage ends, please refer to the Certificate of Insurance, section “When Your Life and/or Disability Insurance Ends”.

What is the cost of Loan Life and Disability Insurance?

| | Life Insurance | Disability Insurance |
|--|---|--|
| Premiums are calculated based on: | <ul style="list-style-type: none"> • Your age at the time of application • The amount of your loan at the time of application | <ul style="list-style-type: none"> • The amount of your loan at the time of application • The amortization period of your loan |
| | Note: Life Insurance premiums and Disability Insurance premiums for each insured borrower are calculated separately and billed together as one amount. | |
| Multi-insured Discount | <ul style="list-style-type: none"> • A 15% discount will apply to each insured borrower’s premium when more than one borrower is insured on the same loan. | |

Note: Premiums will not increase for the duration of your term, even as you get older. If we increase rates, the increase will apply to everyone insured and we will notify you in writing.

Premium rates per \$1000 of single coverage are shown in the table below.

Note: these rates do not include applicable provincial sales taxes.

Life Insurance: Monthly Premium Rates per \$1,000 of coverage

| Age | Rate | Age | Rate |
|----------|--------|-------|--------|
| Under 31 | \$0.19 | 51-55 | \$0.49 |
| 31-35 | \$0.23 | 56-60 | \$0.70 |
| 36-40 | \$0.25 | 61-65 | \$1.00 |
| 41-45 | \$0.31 | 66-69 | \$1.50 |
| 46-50 | \$0.37 | | |

Disability Insurance: Monthly Premium Rates per \$1,000 of the original loan amount

| Loan Amortization Period | Rate |
|--------------------------|--------|
| 12 months or less | \$1.50 |
| 13-34 months | \$1.27 |
| 25-36 months | \$1.06 |
| 37-48 months | \$0.97 |
| 49 months or more | \$0.90 |

Note: For payment frequencies other than monthly, prorated premiums will apply.

How to Calculate your Premium

1. Find the rate that applies to you in the rate table
2. Multiply it by the insured amount of your loan at the time of application
3. Divide by 1000
4. Apply multi-insured discount, if applicable
5. Apply provincial sales tax, if applicable

The following example demonstrates how to calculate the monthly Loan Life and Disability premium for a 34 year old with a \$20,000 personal loan amortized over 36 months. Your monthly insurance cost would be:

| | Life Insurance | Disability Insurance |
|----------------|------------------------------------|-------------------------------------|
| Step 1 | \$0.23 | \$1.06 |
| Step 2 | $\$0.23 \times \$20,000 = \$4,500$ | $\$1.06 \times \$20,000 = \$21,200$ |
| Step 3 | $\$4,600 \div 1000 = \4.60 | $\$21,200 \div 1000 = \21.20 |
| Step 4 | N/A | N/A |
| Step 5 | $\$4.60 + 9\% = \5.01 | $\$21.20 + 9\% = \23.11 |
| Total Premium: | $\$5.01 + \$23.11 = \$28.12$ | |

In this example, the premium for Life and Disability Insurance would be \$28.12 for that month.

Can I cancel Loan Life and Disability Insurance?

You can cancel this insurance at any time by calling **1-888-983-7070**.

All requests to cancel Loan Life and Disability Insurance must be made to us in writing or by phone:

- By phone: cancellation will be effective on the date of your call; or
- By mail: cancellation will be effective on the date we receive your mailed request

If you cancel your coverage within the first 30 days, we will refund any premiums paid provided no claims have been made and coverage will be considered to never have been in force. You may cancel your coverage at any time after the first 30 days, and we will refund any premiums we may owe you after your coverage has been cancelled. If there is more than one borrower insured on the Loan, each insured borrower must provide a separate request to cancel coverage.

How can I submit a claim?

Claims forms are available by calling TD Life at **1-888-983-7070**, or online at **tdinsurance.com/claims**. The original claim form and proof of death, loss or *Total Disability* must be received by TD Life as soon as possible after the event and within the following time limits:

- For **Life claims**, you must submit your claim within **three years** of the date of death.
- For **Accidental Dismemberment** claims, you must submit your claim within one year of the date of covered loss.
- For **Disability claims**, you must submit your claim within **one year** of the date of becoming *Totally Disabled*.

We may require that a doctor of *our* choice examines you to validate a claim. Payment of benefits are made after proof of claim requirements are completed.

Once the proof of death, loss or diagnosis of illness has been received and the claim has been approved, payment will be made by *us* within 30 days.

If your claim is refused, you can appeal this decision by submitting new information to *us* at any time. You may also consult the Autorité des marchés financiers or your own legal advisor.

Who can answer my questions about Loan Life and Disability Insurance?

You may contact TD Life at 1-888-983-7070 for questions about underwriting, claims and the administration of Loan Life and Disability Insurance.

For information about the obligations of insurers and distributors, you can contact the Autorité des marchés financiers as follows:

Autorité des marchés financiers
Place de la Cité, Tour Cominar
2640, boul Laurier, 4 étage
Québec QC G1V 5C1

Tel: Québec: 418-525-0337
Montreal: 514-395-0337
Toll Free: 1-877-525-0337
Website: www.lautorite.qc.ca

What if I have a complaint?

For information about TD Life's complaint processing policy and where a complaint may be filed, please visit TD Life's Customer Service & Problem Resolution page online at: www.tdinsurance.com/customer-service/problem-resolution.

You can also find Canada Life's complain processing policy and where a complaint may be filed by going to www.canadalife.com/support/consumer-information/customer-complaints-ombudsman.

For more details about Loan Life and Disability Insurance, please refer to the Certificate of Insurance included with this booklet, or please visit:

www.tdinsurance.com/products-services/credit-protection and select the "Loan" tab.

The purpose of this fact sheet is to inform you of your rights. It does not relieve the insurer or the distributor of their obligations to you.

LET'S TALK INSURANCE!

Name of distributor: **TD Canada Trust**

Names of insurers: **The Canada Life Assurance Company and TD Life Insurance Company**

Name of insurance product: **Loan Life and Disability Insurance**



IT'S YOUR CHOICE

You are never required to purchase insurance:

- that is offered by your distributor;
- from a person who is assigned to you; or
- to obtain a better interest rate or any other benefit.

Even if you are required to be insured, **you do not have** to purchase the insurance that is being offered. **You can choose** your insurance product and your insurer.



HOW TO CHOOSE

To choose the insurance product that's right for you, we recommend that you read the summary that describes the insurance product and that must be provided to you.



DISTRIBUTOR REMUNERATION

A portion of the amount you pay for the insurance will be paid to the distributor as remuneration.

The distributor must tell you when the remuneration exceeds 30% of that amount.



RIGHT TO CANCEL

The Act allows you to rescind an insurance contract, **at no cost**, within 10 days after the purchase of your insurance. However, the insurer may grant you a longer period of time. After that time, fees may apply if you cancel the insurance. **Ask** your distributor about the period of time granted to cancel it **at no cost**.

If the cost of the insurance is added to the financing amount and you cancel the insurance, your monthly financing payments might not change. Instead, the refund could be used **to shorten the financing period. Ask your distributor for details.**

The Autorité des marchés financiers can provide you with unbiased, objective information.

Visit www.lautorite.qc.ca or call the AMF at 1-877-525-0337.

Reserved for use by the insurers: TD Life Insurance Company and The Canada Life Assurance Company

This fact sheet cannot be modified

Protection for your Personal Loan

Protect What's Important

Certificate of Insurance

- **Accidental dismemberment coverage provided by:**

TD Life Insurance Company ("TD Life")

P.O. Box 1

TD Centre

Toronto, Ontario M5K 1A2

- **All other coverages provided by:**

The Canada Life Assurance Company ("Canada Life")

Creditor Insurance Department

330 University Avenue

Toronto, Ontario M5G 1R8

- **Administered by:**

TD Life

Certificate of Insurance

Pages 14 to 29 of this booklet form the Certificate of Insurance, which applies to persons covered by *Loan Life and Disability Insurance*.

Note: In this Certificate of Insurance, **you** and **your** refer to a borrower(s) or guarantor(s) who is/are insured under the *Policy*. **We, us** and **our** refers to Canada Life or TD Life as applicable*.

Introduction to *Your* Insurance Coverages

Loan Life and Disability Insurance provides life, accidental dismemberment, and disability coverages as described below:

- For life coverage, we will pay *TD Bank* a benefit amount towards *your Loan* in the event of *your* death.
- For accidental dismemberment coverage, we will pay *TD Bank* a benefit amount towards *your Loan* in the event *you* suffer a covered loss (See page 19-20 of the Certificate of Insurance for details on covered losses).
- For disability coverage, we will pay *TD Bank* a benefit amount to cover *your* regular monthly *Loan Payments* in the event *you* become *Totally Disabled* (See page 25 of the Certificate of Insurance for the definition of *Totally Disabled*). Disability coverage is optional and only available if *you* enroll for *Loan Life Insurance*.

The maximum coverage that *you* can apply and be insured for is \$250,000 for *Life Insurance* and \$2,000 monthly for *Disability Insurance* for a maximum of 60 months for all of *your TD Canada Trust Personal Loans* combined.

If *you* apply and are insured with *Loan Life Insurance*, with or without optional *Disability Insurance*, the terms and conditions of *your* coverage under the *Policy* consist of:

- *your Application*;
- *your* Certificate of Insurance included in this booklet;
- any other documents we require *you* to submit;
- *your* answers to questions we may ask *you* in considering *your* coverage, whether communicated verbally, in writing or electronically; and
- any written confirmation of coverage we may provide *you*.

In addition, subject to applicable law, *you* or a person making a claim may request:

- a copy of *your Application*;
- a copy of the Certificate of Insurance;

- a copy of any other documents we require you to submit; and
- a copy of *your* answers to questions we may ask you in considering your coverage, whether communicated verbally, in writing or electronically.

You or a person making a claim on *your* behalf may request copies of any of these documents at any time by calling TD Life at **1-888-983-7070**.

*Accidental dismemberment coverage is provided by TD Life Insurance Company (“TD Life”) under group *policy* #G/H.60156AD. All other coverages are provided by The Canada Life Assurance Company (“Canada Life”) under group *policy* #G/H.60156. TD Life is the authorized administrator for Canada Life.

TD Bank does not act as an agent for Canada Life. Neither company has any ownership interest in the other.

TD Bank is not an agent for its wholly owned subsidiary, TD Life. TD Bank receives a fee from Canada Life and TD Life for its activities, including enrolling borrowers under this coverage.

Beneficiary Information

When a claim is approved, we will pay the benefit amount to TD Bank to apply to your *Loan* or *Loan Payments*.

Who Is Eligible For Insurance

Loan Life and *Disability Insurance* is offered exclusively to TD Canada Trust *Personal Loan* customers or guarantors.

To be eligible to apply for *Loan Life* and *Disability Insurance* on your *Loan*:

- you are a Canadian resident; and
 - you are between 18 and 69 years old; and
 - you have a *Loan* amortization period of 20 years or less; and
 - you apply for coverage within 90 days of receiving the funds for your *Loan*; and
 - you have not applied or received disability payments, benefits or disability pensions from any source in the 30 days prior to your *Application*.

A Canadian resident is any person who:

- has lived in Canada for a total of 183 days or more within the last year (days do not need to be consecutive); or
- is a member of the Canadian Forces.

Note: Any borrower or guarantor on this *Loan* can apply for *Loan Life* and *Disability Insurance*.

How To Apply

To apply for coverage, *you* must complete and submit an *Application*. *You* can apply for coverage at any time through a *TD Canada Trust* branch.

How To Submit A Claim

Claim forms are available by calling TD Life at **1-888-983-7070** or online at **tdinsurance.com/claims**.

We Must Receive A Claim Within A Specific Time:

- For a *Life Insurance* claim, *you* must submit *your* claim within **one year** of the date of death.
- For an accidental dismemberment claim, *you* must submit *your* claim within **one year** of the date of *your* loss.
- For a *Disability Insurance* claim, *you* must submit *your* claim within **one year** of the date of becoming *Totally Disabled*.

We will not pay any claims that are made after these deadlines.

We may also require:

- additional proof or information regarding the claim;
- *you* to be examined by a physician of *our* choice to validate a claim; or
- both; in any case, we will only pay benefits after these requirements are satisfied.

Additional Claim Information

- *You* are limited to one claim for life or accidental dismemberment claim per *Loan*.
- *You* are responsible for continuing to pay *your* insurance premium and *Loan Payments* until *your* claim is approved.
- If a disability claim is approved, we will not collect premiums for *Disability Insurance*, but will continue to collect premiums for *Life Insurance*.
- We describe how we determine the amount of *your* benefit in the section “Maximum *Life Insurance* Amounts *You* Can Apply For” and “Maximum *Disability Insurance* Amounts”.
- If *you* have insured more than one *Loan*, we will make insurance benefit payments to each *Loan* in the order in which *you* insured *your Loans*.
- Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced

within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.

Definitions Applicable to *Loan Life and Disability Insurance*

Application: the completed written, printed, electronic and/or telephone *Application for Loan Life and Disability Insurance*, including the Health Questionnaire, if applicable.

Loan(s): your fixed or variable rate *TD Canada Trust Personal Loan*.

Loan Payment(s): refers to the amount of principal and interest you pay on a regularly scheduled basis, which over time repays the *Loan* in full.

Policy: group *Policy #G/H.60156* issued by Canada Life to *TD Bank*, which provides life and optional *Disability Insurance* coverage, and group *Policy #G/H.60156AD* issued by TD Life to *TD Bank* which provides accidental dismemberment coverage.

Coverages

Life Insurance

Life Insurance includes life and accidental dismemberment.

When Your *Life Insurance* Starts

If *your Loan* is approved and you apply no later than 90 days after funds are advanced to you, *Life Insurance* starts the later of:

- the date funds are advanced to you; or
- the date you applied for coverage.

Maximum *Life Insurance* Amounts You Can Apply For

You can apply to insure the amount of *your Loan* to a maximum of \$250,000 for *Life Insurance* for all of *your* combined TD Canada Trust Personal Loans.

Note: The amount of coverage will be subject to the maximum *Life Insurance* amounts and any other applicable restrictions as outlined in *your* insurance approval letter or Certificate of Insurance.

How A *Life Insurance* Benefit Is Determined

When we pay an insurance benefit, we will determine the amount payable as of the following dates:

- for life coverage, the date of death;
- for accidental dismemberment coverage, the date of the *Accident*, which caused a covered loss.

When a benefit is paid, subject to the maximum *Life Insurance* amount of \$250,000, we pay the following amount associated with *your Loan*:

- the outstanding balance of *your Loan* up to \$250,000;
- plus any interest charged up to one year from the date you died or suffered a covered loss;
- minus any *Loan Payments* that are in arrears prior to the date we determine benefits.

When We Pay A *Life Insurance* Benefit

In the event of death, we will pay a benefit to *TD Bank* towards the balance of *your Loan*, as described in “How a *Life Insurance* Benefit is Determined” and subject to any limitations set out in the Certificate of Insurance.

When We Will Not Pay A *Life* Benefit

- *your* death occurs before *your* insurance coverage starts;
- *your* death occurs within 6 months of *you* becoming covered under this Certificate of Insurance, and is the result directly or indirectly of a medical condition, sickness or injury for which medical advice, consultation or treatment was received during the 6 months prior to the start of *your* insurance (this is called a “**pre-existing condition**”);
- *your* death is the result of, associated with or happens while *you* are committing a criminal offence;
- *your* insurance has been in force for less than two years, and *you* die from suicide or intentionally self-inflicted injuries (whether *you* are aware or not aware of the result of *your* actions, regardless of *your* state of mind). In this instance, all insurance premiums paid will be refunded; or
- if the claim was not made within one year of the date of death.

For additional exclusions, please refer to section “When We May Not Pay Any Benefit and Terminate All *Your* Coverage”.

When We Will Pay An *Accidental* Dismemberment Benefit

In the event of accidental dismemberment, we will pay a benefit to *TD Bank*, as described in “How a *Life Insurance* Benefit Is Determined”. Accidental dismemberment will be paid if *you* suffer a covered loss, which:

- is a bodily injury;
- is solely and directly caused by an *Accident*;
- occurs within 365 days of the *Accident*; and
- is beyond remedy by surgical or other means.

List of covered losses:

- loss of both arms;
- loss of both legs;
- loss of one arm and one leg;
- loss of one leg and sight of one eye;
- loss of one arm and sight of one eye;
- loss of sight in both eyes;
- loss of use of both legs or all limbs due to paraplegia or quadriplegia; and
- loss of use of an arm and leg on one side of the body due to hemiplegia.

Losses are defined as follows:

- loss of an arm means that the limb is severed at or above the wrist joint;
- loss of a leg means that the limb is severed at or above the ankle joint;
- loss of sight means the total and irreversible loss of vision in the eye as confirmed by an ophthalmologist, with corrected visual acuity being 20/200 or less;
- paraplegia means the complete and irrecoverable paralysis of the legs and lower part of the body;
- quadriplegia means the complete and irrecoverable paralysis of the body from the neck down; and
- hemiplegia means the complete and irrecoverable paralysis of one side of the body.

When We Will Not Pay An Accidental Dismemberment Benefit

- *your* accidental dismemberment occurs before *your* insurance coverage starts;
- *your* accidental dismemberment was due to drug or alcohol misuse or abuse;
- *your* loss is a result of intentionally self-inflicted injuries (whether *you* are aware or not aware of the result of *your* actions, regardless of *your* state of mind);
- *your* loss relates to an *Accident* that occurred more than 12 months before the covered loss occurred;
- *your* loss is the result of, associated with or happens while *you* are committing a criminal offence;
- *your* claim is not made within one year of the date of *your* loss; or
- *your* loss is an injury resulting either directly or indirectly from any illness, medical condition or congenital defect regardless of:
 - whether the illness or condition began before or after *your* coverage starts;
 - how *you* came to suffer from the illness or condition; and
 - whether the illness, condition or defect or resulting injury was expected or unexpected.

For additional exclusions, please refer to section “When We May Not Pay Any Benefit and Terminate All *Your* Coverage”.

When We May Not Pay Any Benefit and Terminate All Your Coverage

- you give any false or incomplete responses to information that we require to approve *your* insurance; or
- you give any false or incomplete information when requesting any change to *your* coverage.

This applies to the responses in *your Application* and to any other information we receive from *you*, whether in writing, electronically or by telephone.

Definitions Applicable to *Loan Life* and *Accidental Dismemberment* Coverages

Accident: a violent, sudden and unexpected action from an external source but does not include injuries resulting either directly or indirectly from any illness, medical condition or congenital defect, regardless of:

- whether the illness or condition arose before or after *your* coverage starts;
- how the insured person came to suffer from the illness or condition; or
- whether the illness, condition or defect or resulting injury was expected or unexpected.

Application: the completed written, printed, electronic and/or telephone application for *Loan Life* and *Disability Insurance*, including the Health Questionnaire, if applicable.

Life Insurance: includes life and accidental dismemberment coverages.

Disability Insurance

Disability Insurance is coverage if you become *Totally Disabled*. For a definition of *Totally Disabled/Total Disability*, please refer to section “Definitions Applicable to *Loan Disability Insurance*”.

When Your Disability Insurance Starts

If your *Loan* is approved and you apply no later than 90 days after funds are advanced to you, *Disability Insurance* starts the later of:

- the date funds are advanced to you; or
- the date you applied for coverage.

Maximum Disability Insurance Amount

The maximum *Disability Insurance* coverage offered on all of your combined *TD Canada Trust Personal Loan(s)* is \$2,000 monthly. The benefit will continue while you are *Totally Disabled* to a maximum of 60 monthly *Loan Payments*.

Note: The maximum of 60 monthly *Loan Payments* includes all *Disability Insurance* benefits paid with respect to any insured person on the insured *Loan*.

How A Disability Insurance Benefit Is Determined

When we pay an insurance benefit, we will pay your monthly *Loan Payment* subject to the maximum amount of \$2,000 and 60 *Loan Payments*. Where you are only *Totally Disabled* for a portion of any month, your benefit payment will be prorated accordingly.

During the period we pay disability benefits:

- you must be under the continuous care of a doctor licensed to practice medicine in Canada;
- cannot be doing any work for pay or for expectation of a profit; and
- we will not collect premiums for the *Disability Insurance* portion of your coverage, but will continue to collect premiums for your *Life Insurance* portion of the coverage.

Additionally:

- If we determine that you have recovered and are no longer *Totally Disabled*, we will stop paying benefits.
- If your *Total Disability* recurs from the same cause and you are *Totally Disabled* again within 90 days of the date we stopped paying benefits, we will waive the *Elimination Period*, which is 30 consecutive days after being *Totally Disabled*, and resume paying benefits.

- However, if *your Total Disability* recurs later than 90 days after the payment of benefits stopped, or if you suffer a *Total Disability* from a different cause, we will treat it as a new claim and a new *Elimination Period* will apply.

When We Pay A Disability Insurance Benefit

In the event you are *Totally Disabled*, we will pay a benefit to TD Bank towards your *Loan Payments* after the *Elimination Period*, subject to any limitations set out in this Certificate of Insurance.

When We Will Not Pay A Disability Benefit

- *your Total Disability* occurs before *your* insurance coverage starts;
- *your Total Disability* occurs within 6 months of you becoming covered under this Certificate of Insurance, and is the result directly or indirectly of a medical condition, sickness or injury for which medical advice, consultation or treatment was received during the 6 months prior to the start of *your* insurance (this is called a “**pre-existing condition**”);
- *your Total Disability* is a result of a normal pregnancy;
- *your Total Disability* is due to drug or alcohol misuse or abuse unless you are participating in a rehabilitation or treatment program approved by the insurer;
- *your Total Disability* is a result of intentionally self-inflicted injuries (whether you are aware or not aware of the result of *your* actions, regardless of *your* state of mind);
- *your Total Disability* is a result of, associated with or happens while you are committing a criminal offence;
- *your* claim is not made within one year of the date of *your Total Disability*; or
- if two or more persons insured on the *Loan* are *Totally Disabled* at the same time, we will only pay benefits for the first person who became *Totally Disabled*.

For additional exclusions, please refer to section “When We May Not Pay Any Benefit and Terminate All Your Coverage”.

When We May Not Pay Any Benefit and Terminate All Your Coverage

- you give any false or incomplete responses to information that we require to approve *your* insurance; or
- you give any false or incomplete information when requesting any change to *your* coverage.

This applies to the responses in *your Application* and to any other information we receive from you, whether in writing, electronically or by telephone.

When Your Life and/or Disability Insurance Ends

Your Life and Disability Insurance on your Loan will automatically end without notice to you on the date when any of the following occurs:

- you die;
- you no longer are a borrower or guarantor of the Loan;
- you are declared bankrupt;
- you turn 70 years old;
- we receive a written request from you to cancel your insurance coverage or, if we are able to confirm your identity, we receive your request by telephone to cancel the coverage. If there is more than one borrower insured on the Loan, each insured person must submit a separate request to cancel coverage;
- your Loan is paid in full, refinanced, or assumed by another person for any reason*;
- your Loan is transferred to another financial institution*;
- your insurance premium is in arrears three months or more*;
- 30 days after we or TD Canada Trust give you written notice of the termination of the Policy*;
- TD Canada Trust starts legal proceedings against you concerning your Loan*;
- we pay any Life Insurance benefit against your Loan*; or
- we pay 60 monthly Loan Payments for your Disability Insurance benefit.**

*This will end the Loan Life and Disability Insurance coverage for all insured borrowers and guarantors.

**This will end the Loan Disability Insurance coverage for all insured borrowers and guarantors.

When your insurance coverage ends for any reason, we will not notify the other person(s) liable to TD Canada Trust for the Loan.

We will refund any premiums we may owe you after your coverage ends. If you cancel your coverage within the first 30 days, your premiums will be refunded and coverage will be considered never to have been in force. If a claim is made within the first 30 days, a refund is not provided.

Note: Your insurance coverage may end prior to repayment of your Loan.

Definitions Applicable to *Loan Disability Insurance*

Accident: a violent, sudden and unexpected action from an external source but does not include injuries resulting either directly or indirectly from any illness, medical condition or congenital defect, regardless of:

- whether the illness or condition arose before or after *your* coverage starts
- how the insured person came to suffer from the illness or condition; or
- whether the illness, condition or defect or resulting injury was or unexpected.

Disability Insurance: coverage if *you* become *Totally Disabled* as more fully described in the “*Disability Insurance*” section.

Elimination Period: the first 30 consecutive days that *you* are unable to perform all or substantially all of the duties of the occupation *you* were working at before *you* became disabled. *You* will not be paid a disability benefit during this period.

Totally Disabled/Total Disability: due to *Accident* or sickness:

- during the first 30 consecutive days, *you* are unable to perform all or substantially all of the duties of the occupation *you* were working at before *you* became disabled. This is called the *Elimination Period*. *You* will not be paid a disability benefit during this period;
- for the first 12 months following the *Elimination Period*, *you* are unable to perform all or substantially all of the duties of the occupation *you* were working at before *you* became disabled;
- after the first 12 months following the *Elimination Period*, *you* are completely unable to engage in any occupation for which *your* education, training or experience qualifies *you*.

Premium Information For *Life And Disability Insurance*

- *Life Insurance* and *Disability Insurance* premiums are calculated separately and billed jointly.
- The rate used to calculate *your Life Insurance* premium is based on *your* age and the initial *Loan* amount when *you* apply for coverage.
- The rate used to calculate *your Disability Insurance* premium is based on the amortization period of *your Loan* and the initial *Loan* amount when *you* apply for coverage.
- *Your* premiums will not increase for the term of *your Loan*, even as *you* get older.
- A 15% multi-insured discount will apply to the *Life Insurance* premiums if two or more persons are insured with *Life Insurance* on the billing date.
- A 15% multi-insured discount will apply to the *Disability Insurance* premiums if two or more persons are insured with *Disability Insurance* on the billing date.
- Provincial sales taxes are added to *your* premiums, if applicable.

The premium rates per \$1,000 of coverage are shown in the table below. These rates do not include provincial sales taxes.

Note: If we increase the rates, the increase will apply to everyone covered. We will let you know before making any changes to the rates.

Misstatement of Age:

If a Certificate of Insurance is issued on an insured person based on an incorrect age, the following may apply:

- If the insured person is still eligible for insurance, the premium amount will be adjusted to the correct amount based on the correct date of birth at the insured person's effective date; and
 - If overpaid, we will refund the excess premiums calculated at the time a claim is made against this Certificate of Insurance; or
 - If underpaid, we will decrease the benefit amount by the amount underpaid at the time a claim is made against this Certificate of Insurance.
- If the insured person is not eligible for insurance, all coverages under this Certificate of Insurance will be considered never to have been in force and we will refund all premiums paid.

Premium Rates

Life Insurance:

Monthly Premium Rates per \$1,000 of Coverage

| Age | Rate | Age | Rate |
|----------|-------|---------|--------|
| Under 31 | \$.19 | 51 - 55 | \$.49 |
| 31 - 35 | \$.23 | 56 - 60 | \$.70 |
| 36 - 40 | \$.25 | 61 - 65 | \$1.00 |
| 41 - 45 | \$.31 | 66 - 69 | \$1.50 |
| 46 - 50 | \$.37 | | |

Disability Insurance:

Monthly Premium Rates per \$1,000 of the Original *Loan* Amount

| Loan amortization period | Rate |
|--------------------------|--------|
| 12 months or less | \$1.50 |
| 13 to 24 months | \$1.27 |
| 25 to 36 months | \$1.06 |
| 37 to 48 months | \$.97 |
| 49 months or more | \$.90 |

Note: For payment frequencies other than monthly, prorated premiums will apply.

How To Calculate *Your* Premium

We will withdraw *your* insurance premiums, plus any applicable taxes on the same day and from the same account *you* make *your Loan Payments*.

To calculate *your* monthly *Life* or *Disability Insurance* premium:

1. Find the rate that applies to *you* in the tables.
2. Multiply it by the insured amount of *your Loan* as of the date *you* apply for coverage or the date the *Loan* is advanced, whichever is later.

3. Divide the answer by 1,000.
4. Apply the multi-insured discount, if applicable.
5. Apply provincial sales tax, if applicable.

For single and multiple applicants who want to add disability coverage, follow steps 1 through 5 above using the rate for *Disability Insurance* that matches the amortization period of *your Loan* and add to the *Life Insurance* premium.

Examples:

Single Applicant

You are 34 years old and you have a \$20,000 personal *Loan* amortized over 36 months. Your monthly insurance cost would be:

| | Life | Disability |
|---|------------------------------------|-------------------------------------|
| Step 1: | \$0.23 | \$1.06 |
| Step 2: | $\$0.23 \times \$20,000 = \$4,600$ | $\$1.06 \times \$20,000 = \$21,200$ |
| Step 3: | $\$4,600 \div 1000 = \4.60 | $\$21,200 \div 1000 = \21.20 |
| Step 4: | N/A | N/A |
| Monthly premium $\$4.60 + \$21.20 = \$25.80$, plus applicable provincial sales tax | | |

Multiple Applicants

You are 34 years old, your spouse is 30 and you have a \$20,000 personal *Loan* amortized over 36 months. Your monthly insurance cost would be:

| | Life | Disability |
|---|------------------------------------|-------------------------------------|
| Step 1: | $\$0.23 + \$0.19 = \$0.42$ | $\$1.06 + \$1.06 = \$2.12$ |
| Step 2: | $\$0.42 \times \$20,000 = \$8,400$ | $\$2.12 \times \$20,000 = \$42,400$ |
| Step 3: | $\$8,400 \div 1000 = \8.40 | $\$42,400 \div 1000 = \42.40 |
| Step 4: | $\$8.40 - 15\% = \7.14 | $\$42.40 - 15\% = \36.04 |
| Monthly premium $\$7.14 + \$36.04 = \$43.18$, plus applicable provincial sales tax | | |

Definitions Of The Terms We've Used

The Certificate of Insurance used the following terms, which are identified in *italics*:

Accident

a violent, sudden and unexpected action from an external source but does not include injuries resulting either directly or indirectly from any illness, medical condition or congenital defect, regardless of:

- whether the illness or condition arose before or after *your* coverage starts;
- how the insured person came to suffer from the illness or condition; or
- whether the illness, condition or defect or resulting injury was expected or unexpected.

Application

the completed written, printed, electronic and/or telephone *Application* for *Loan Life* and *Disability Insurance*, including the Health Questionnaire, if applicable.

Disability Insurance

coverage if *you* become *Totally Disabled* as more fully described in the "*Disability Insurance*" section.

Elimination Period

the first 30 consecutive days that *you* are unable to perform all or substantially all of the duties of the occupation *you* were working at before *you* became disabled. *You* will not be paid a disability benefit during this period.

Life Insurance

includes life and accidental dismemberment coverages.

Loan(s)

your fixed or variable rate *TD Canada Trust Personal Loan*.

Loan Payment(s)

refers to the amount of principal and interest *you* pay on a regularly scheduled basis, which over time repays the *Loan* in full.

Policy

group *Policy #G/H.60156* issued by Canada Life to *TD Bank*, which provides life and optional *Disability Insurance* coverage, and group *Policy #G/H.60156AD* issued by TD Life to *TD Bank* which provides accidental dismemberment coverage.

TD Bank

The Toronto-Dominion Bank.

TD Canada Trust

TD Bank and those of its affiliates that provide *Loans*.

Totally Disabled/Total Disability

due to *Accident* or sickness:

- during the first 30 consecutive days, *you* are unable to perform all or substantially all of the duties of the occupation *you* were working at before *you* became disabled. This is called the *Elimination Period*. *You* will not be paid a disability benefit during this period;
- for the first 12 months following the *Elimination Period*, *you* are unable to perform all or substantially all of the duties of the occupation *you* were working at before *you* became disabled;
- after the first 12 months following the *Elimination Period*, *you* are completely unable to engage in any occupation for which *your* education, training or experience qualifies *you*.

You and your

the borrower(s) or guarantor(s) who is/are insured under the *Policy*.

We, us and our

TD Life for accidental dismemberment coverage, and Canada Life for all other coverages, as applicable.

**This is the end of the Certificate of Insurance.
The pages that follow contain helpful information about *your* coverage.**

Commonly Asked Questions About *Loan Life and Disability Insurance*

Is This Insurance Mandatory?

Applying for the *Loan Life and Disability Insurance* is optional. You aren't required to have this product to obtain any *TD Canada Trust* products or services. But remember the benefits. If you were to die, suffer an accidental dismemberment or become *Totally Disabled*, would your family be able to manage the payments?

Can You Sign Up At Any Time?

Yes. As long as the *Policy** remains in force and you remain eligible to apply, you have up to 90 days from your *Loan* advance date to sign up and take advantage of this low cost coverage to protect your personal *Loan(s)*. Your *TD Canada Trust* representative will be pleased to provide you with a *Loan Life and Disability Insurance Application*.

What If You Change Your Mind?

Your satisfaction and financial security are important to us. That's why we offer a **30-day money-back guarantee**. If for any reason you are dissatisfied with your *Loan Life and Disability Insurance*, you may cancel your coverage within the first 30 days, your premiums will be refunded and coverage will be considered never to have been in force. If a claim is made within the first 30 days, a refund is not provided.

You can cancel your own coverage at any time without the consent of the other borrowers or guarantors by phone or by written request. If there is more than one borrower insured on the *Loan*, each insured person must provide a separate request to cancel coverage.

To Cancel By Phone

You can call TD Life at **1-888-983-7070** and, if we are able to confirm your identity, you will be able to cancel your coverage. In that case, your cancellation will be effective as soon as we complete the call.

To Cancel By Written Request

You can obtain a cancellation form at any *TD Canada Trust* branch or by calling TD Life. Please send the form to the address at the back of this booklet. If you cancel your coverage by written request, we will honour your request on the date we receive it. We will refund any premiums you have paid after your coverage has been cancelled.

Can Your Insurance End Before You Pay Off The Debt?

There are situations where *your* coverage may end before *you* pay off the balance in full and close *your Loan*.

For Example:

your insurance will end if *you* turn 70 years old or if *your* insurance premiums are in arrears for more than three months.

For more information, please refer to section “When Your Life and/or Disability Insurance Ends” in this booklet.

How Is Your Personal Information Treated?

Your right to privacy is important to *us*. No information is shared without *your* written approval. In *your Loan Life and Disability Insurance Application*, *you’ve* agreed to share information, as described in the attached Privacy Agreement.

We also ask *you* to authorize TD Life to share any non health-related information about *you* with *our* affiliates so they may offer *you* other products and services and maintain a business relationship with *you*.

You may withdraw this permission to share information at any time by contacting TD Life at **1-888-983-7070**.

Who Do I Contact For More Information?

For information or questions on *your Loan Life and Disability Insurance*, please contact TD Life at **1-888-983-7070**.

*Group Policy #G/H.60156 issued by Canada Life to *TD Bank*, which provides life and optional disability coverage, and group Policy #G/H.60156AD issued by TD Life to *TD Bank* which provides accidental dismemberment coverage.

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
- 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 and www.transunion.ca.

Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

Fraud – In order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, we may collect from, use and disclose your Information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions. For these purposes, your Information may be pooled with data belonging to other individuals and subject to data analytics.

Insurance – This section applies if you are applying for, requesting prescreening for, modifying or making a claim under, or have included with your product, service or account, an insurance product that we insure, reinsure, administer or sell. We may, collect, use, disclose and retain your Information, including health-related Information. We may collect this Information from you or any health care professional, medically-related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada, with knowledge of your Information.

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

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

We may use your Information to:

- determine your eligibility for insurance coverage
- administer your insurance and our relationship with you
- determine your insurance premium
- investigate and adjudicate your claims
- help manage and assess our risks and operations.

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

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

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

- tell you about other products and services that may be of interest to you, including those offered by other businesses within TD and third parties we select
- determine your eligibility to participate in contests, surveys or promotions
- conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services
- contact you by telephone, fax, text messaging, or other electronic means and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods.

With respect to these marketing purposes, you may choose not to have us:

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

Telephone and Internet discussions – When speaking with one of our telephone service representatives, internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

More Information

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

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

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Agreement, you may do so by contacting us at **1-888-983-7070**. Please read our Privacy Code for further details about your opt-out choices.

Protecting Your Personal Information

At **The Canada Life Assurance Company (Canada Life)**, we recognize and respect the importance of privacy. When you apply for coverage, we establish a confidential file that contains your personal information. This file is kept in the offices of Canada Life or the offices of an organization authorized by Canada Life. You may exercise certain rights of access and rectification with respect to the information in your file by sending a request in writing to Canada Life's address listed in this application. We limit access to personal information in your file to Canada Life staff or persons authorized by Canada Life who require it to perform their duties and to persons to whom you have granted access. In addition, as personal information may be collected, used, disclosed or kept in or outside Canada, it may be subject to disclosure under applicable Canadian or foreign law. We collect, use and disclose the personal information to process this application and, if this application is approved, provide and administer the financial product(s) applied for, investigate and process claims, and create and maintain records concerning our relationship.

For a copy of our Privacy Guidelines or if you have questions about our personal information policies and practices (including with respect to service providers), write to Canada Life's Chief Compliance Officer or refer to **www.canadalife.com**.

Chief Compliance Officer
The Canada Life Assurance Company
330 University Ave
Toronto, ON M5G 1R8
Chief_Compliance_Officer@canadalife.com

About Loan Life and Disability Insurance

Accidental dismemberment coverage is provided by TD Life Insurance Company (TD Life) under group insurance policy #G/H.60156AD. All other coverages are provided by The Canada Life Assurance Company (Canada Life) under group policy #G/H.60156.

Please ask us

If you have any questions about your Loan Life and Disability Insurance, we'd like to hear from you. You can contact your nearest TD Canada Trust branch, or call TD Life at 1-888-983-7070.

Write to us

TD Life Insurance Company
P.O. Box 1
TD Centre
Toronto, Ontario M5K 1A2



Notice given by TD Canada Trust

Section 440 of the Act respecting the distribution of financial products and services

The Act respecting the distribution of financial products and services gives you important rights.

- The Act allows you to rescind an insurance contract you have just signed when signing a lending agreement, **without penalty, within 10 days of its signature. However TD Life allows you to rescind the insurance contract you have just signed, without penalty, within 30 days of its signature provided no claim has been made.** To rescind the insurance contract, you must give TD Life notice by registered mail without delay. You may use the attached model for this purpose.
- Despite the rescission of the insurance contract, the lending agreement entered into will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of this insurance contract; contact your TD Canada Trust branch or consult your contract.
- After the expiry of the 30-day delay, you may rescind the insurance at any time; however, penalties may apply.

For further information, contact the Autorité des marchés financiers at (418) 525-0337 or 1-877-525-0337 or TD Life at 1-888-983-7070. TD Life acts as administrator for Canada Life Assurance Company in regard to this creditor insurance available through TD Canada Trust.

Notice of Rescission of an Insurance Contract

To: TD Life Insurance Company
PO Box 1, TD Centre
Toronto, Ontario M5K 1A2

Date: _____
(Date of sending notice)

Pursant to section 441 of the *Act respecting the distribution of financial products and services*, I hereby rescind insurance contract no.: _____
(Number of contract, if indicated)

| | | | |
|------------------|---------------------------------|-----|----------------------------------|
| Entered into on: | _____ | In: | _____ |
| | (Date of signature of contract) | | (Place of signature of contract) |
| | _____ | | _____ |
| | (Name of customer) | | (Signature of customer) |
| | _____ | | _____ |
| | (Name of customer) | | (Signature of customer) |

A representative of TD Canada Trust must first complete this section.

Please note that if you wish to rescind the Life Insurance portion of your comprehensive Mortgage Critical Illness and Life Insurance, the Life Insurance portion of your comprehensive Line of Credit Critical Illness and Life Insurance or the Life Insurance portion of your comprehensive Loan Life and Disability Insurance, all coverages will be cancelled.

“TD Canada Trust” means The Toronto-Dominion Bank and its subsidiaries.

This document must be sent by registered mail.

Bill 188 — The Act respecting the distribution of financial products and services**Section 439**

A distributor may not subordinate the making of a contract to the making of an insurance contract with the insurer specified by the distributor. The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

Section 440

A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation of the Authority, stating that the client may rescind the insurance contract within 10 days of signing it.

Section 441

A client may rescind an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail.

Where such an insurance contract is rescinded, the first contract retains all its effects.

Section 442

No contract may contain provisions allowing its amendment in the event of the rescission or cancellation by the client of an insurance contract made at the same time.

However, a contract may provide that the rescission or cancellation of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

Section 443

A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Authority, stating that the debtor may subscribe for insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or the reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor rescinds cancels or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.

(This only applies if TD Canada Trust has made Creditor Insurance a condition of extending credit)

Notice given by TD Canada Trust

Section 443 of the Act respecting the distribution of financial products and services

The Act respecting the distribution of financial products and services gives you important rights.

- You are required to purchase insurance coverage to secure the repayment of a loan.
- However, you are free to purchase this insurance from the insurer or representative of your choice.

You may thus obtain the required insurance in three different ways:

- 1. By purchasing the insurance offered to you.** If you choose this option, you benefit from the application of section 440 of the Act which allows you to rescind an insurance contract that you signed at the time of signing a lending agreement, without penalty, within 10 days of its signature. Your actual insurance contract may extend this period. However, you must then purchase another equivalent insurance to the satisfaction of the creditor who may not refuse without reasonable cause.
- 2. By purchasing other insurance that is equivalent to the insurance required,** to the satisfaction of the creditor who may not refuse without reasonable cause.
- 3. By demonstrating that you already have insurance that is equivalent to the insurance required,** to the satisfaction of the creditor who may not refuse without reasonable cause.

You may change insurer at any time, provided that you maintain during the term of the loan agreement an insurance equivalent to the insurance required to the satisfaction of the creditor who may not refuse without reasonable cause. You cannot be required to choose or keep an insurance contract with a particular insurer, nor can you be refused credit or have a loan called in for this reason.

To rescind your insurance, you may use the section here under entitled "Notice of Rescission of an Insurance Contract". For further information, contact the Autorité des marchés financiers at (418) 525-0337 or 1-877-525-0337 or TD Life at 1-888-983-7070. TD Life acts as administrator for Canada Life Assurance Company in regard to this creditor insurance available through TD Canada Trust.

Description of the required Coverage (section completed by TD Canada Trust)

To secure the repayment of your loan, we have required that you purchase the following insurance

Life Critical Illness & Life Life & Disability in the amount of \$ _____

Notice of Rescission of an Insurance Contract

Section 440 of the Act respecting the distribution of financial products and services

To: TD Life Insurance Company
PO Box 1, TD Centre
Toronto, Ontario M5K 1A2

Date: _____
(Date of sending notice)

Pursant to section 441 of the *Act respecting the distribution of financial products and services*, I hereby rescind insurance contract no.: _____
(Number of contract, if indicated)

| | | | |
|------------------|---------------------------------|-----|----------------------------------|
| Entered into on: | _____ | In: | _____ |
| | (Date of signature of contract) | | (Place of signature of contract) |
| | _____ | | _____ |
| | (Name of customer) | | (Signature of customer) |
| | _____ | | _____ |
| | (Name of customer) | | (Signature of customer) |

A representative of TD Canada Trust must first complete this section.

Please note that if you wish to the Life Insurance portion of your comprehensive Mortgage Critical Illness and Life Insurance, the Life Insurance portion of your comprehensive Line of Credit Critical Illness and Life Insurance or the Life Insurance portion of your comprehensive Loan Life and Disability Insurance, all coverages will be cancelled.

"TD Canada Trust" means The Toronto-Dominion Bank and its subsidiaries.

This document must be sent by registered mail.

Bill 188 — The Act respecting the distribution of financial products and services**Section 439**

A distributor may not subordinate the making of a contract to the making of an insurance contract with the insurer specified by the distributor. The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

Section 440

A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation of the Authority, stating that the client may rescind the insurance contract within 10 days of signing it.

Section 441

A client may rescind an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail.

Where such an insurance contract is rescinded, the first contract retains all its effects.

Section 442

No contract may contain provisions allowing its amendment in the event of the rescission or cancellation by the client of an insurance contract made at the same time.

However, a contract may provide that the rescission or cancellation of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

Section 443

A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Authority, stating that the debtor may subscribe for insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or the reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor rescinds cancels or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.