

# Protection for your Line of Credit - Personal Line of Credit

Product Summary, Fact Sheet  
and Certificate of Insurance

**For Line of Credit Critical Illness  
and Life Insurance**

Protect What's Important



592152 (0323)

For use in Quebec only

# Protection for your Line Of Credit – Personal Line of Credit

## 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

- **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  
TD Life Insurance Company  
 (“TD Life” or “the administrator”)  
P.O. Box 1  
TD Centre  
Toronto, Ontario M5K 1A2  
Toll Free Fax: 1-866-534-5534

This booklet contains a guide to features of Line of Credit Critical Illness and Life Insurance for Personal Lines of Credit 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.

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# Product Summary

## Line of Credit Critical Illness and Life Insurance

### Who are the insurers and distributor?

| Name and Address of the Insurers   |  |
|--|--|
| <i>Accidental Dismemberment</i> coverage is provided by:<br><b>TD Life Insurance Company<br/>“TD Life”</b><br>P.O. Box 1<br>TD Centre<br>Toronto, Ontario M5K 1A2<br>1-888-983-7070<br><br>Client Number listed with the<br>Autorité des marchés financiers:<br>2000444011 | Critical Illness and Life Insurance are provided by:<br><b>The Canada Life Assurance Company “Canada Life”</b><br>330 University Avenue<br>Toronto, Ontario M5G 1R8<br>1-800-380-4572<br>www.canadalife.com<br><br>Client Number listed with the<br>Autorité des marchés financiers:<br>2000737730 |
| Name and Address of the Distributor  |  |
| <b>The Toronto-Dominion Bank</b><br>P.O. Box 1<br>TD Centre<br>Toronto, Ontario M5K 1A2<br>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 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.

**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.

**Aggregate**

The total of all the *Limits* of your insured lines of credit including any additional coverage you are applying for.

**Insured Benefit**

The amount you choose to insure of your Personal Line of Credit. You may select an *Insured Benefit* percentage on the application for Personal Lines of Credit greater than \$300,000 or we may communicate the coverage percentage of your Personal Line of Credit.

**Limit**

This is the *Limit* of your line of credit. For real estate secured lines of credit, this relates to the greater of the plan limit or the credit limit. For all other lines of credit, this relates to the credit limit.

**Revolving Portion**

The part of the Personal Line of Credit that is not the *Term Portion*, that allows you to draw down and repay up to the credit *Limit*.

**Term Portion**

A *Term Portion* is a portion of your Personal Line of Credit that is paid down in regular installments over the course of your selected term. A *Term Portion* is also called a Fixed Rate Advantage Option on a Personal Line of Credit.

**We, us, our**

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

## What is covered by Line of Credit Critical Illness and Life Insurance?

Line of Credit Critical Illness and Life Insurance provides:

| Life Insurance  | Critical Illness Insurance  |
|---|---|
| Coverage in the event of <i>your</i> death. <i>Life Insurance</i> also includes <i>Accidental Dismemberment</i> coverage, which provides coverage in the event you suffer a covered loss caused by an <i>Accident</i> . | Coverage in the event you are diagnosed with: <i>Cancer (life-threatening)</i> , <i>Acute Heart Attack</i> , or <i>Stroke</i> . |

## Who is eligible for Line of Credit Critical Illness and Life Insurance?

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

| Type of Insurance  | Life Insurance  | Critical Illness Insurance   |
|--|---|--|
| <b>Age Eligibility Requirement:</b><br>On the date of application, you must be between ages: | <ul style="list-style-type: none"> <li>• 18-69 years old</li> </ul> | <ul style="list-style-type: none"> <li>• 18-55 years old</li> </ul>  |
| <b>Additional Eligibility Requirement</b>  | N/A   | <ul style="list-style-type: none"> <li>• To apply for Critical Illness Insurance, you must apply for or have already been approved for Life Insurance</li> </ul> |

## When does Line of Credit Critical Illness and Life Insurance start?

For *Life Insurance*, coverage starts on the date *you* applied for coverage, if:

- The *Aggregate* coverage is \$50,000 or less; or
- You answered “NO” to health questions 1-3 on the application and the *Aggregate* coverage is \$500,000 or less.

For Critical Illness Insurance, if you answered “NO” to all health questions on the application and *Aggregate* coverage is \$500,000 or less, coverage starts on the date you applied for coverage.

If you answered “YES” to any of the health questions on the application or the *Aggregate* coverage is greater than \$500,000, you will need to complete a separate Health Questionnaire or provide your consent to be considered for the Creditor Defined Plan (defined below). In these instances, your coverage starts only when you are notified in writing that you are approved.

## What are the benefits?

In the event of an approved claim, we will pay TD up to \$1,000,000 for Life Insurance and up to \$1,000,000 for Critical Illness Insurance to be applied towards:

- The insured outstanding balance of your Personal Line of Credit, less any premiums owing;
- Plus interest owing, if applicable;
- Plus discharge fees or prepayment charges, if applicable.

### Creditor Defined Plan:

Creditor Defined Plan offers the same coverage as Critical Illness Insurance and Life Insurance, but covers up to a maximum of \$500,000 per coverage and is limited to a 5-year period. You may be eligible for coverage under the Creditor Defined Plan if you do not meet *our* standard approval criteria for the coverage you have applied for on your Personal Line of Credit or if we are unable to reach you to complete the Health Questionnaire and complete *our* underwriting process. We will notify you in writing if this is the case.

### Partial Coverage:

You can choose to apply for partial coverage on your line of credit by selecting an *Insured Benefit* percentage to insure a portion of your Personal Line of Credit *Limit* that is equal to a coverage amount between \$300,000 and \$1,000,000. If the *Aggregate* coverage exceeds \$1,000,000, we may approve you for partial coverage. In this instance, you will be notified in writing of *our* decision.

For complete details of Line of Credit Critical Illness and Life Insurance benefits, the Creditor Defined Plan and Partial Coverage, please refer to the Certificate of Insurance.



## **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:

- If you are diagnosed with cancer (life-threatening) in the first 90 days after coverage starts, your Critical Illness Insurance coverage will be terminated and premiums will be refunded.
- If you are diagnosed with a covered condition within 24 months of your coverage start date and the diagnosis is related to a pre-existing condition.
- 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 Line of Credit Critical Illness and Life Insurance end?**

Line of Credit Critical Illness and Life Insurance may end before your Personal Line of Credit is fully paid. For example, it will end when:

- you are no longer a borrower on the Personal Line of Credit;
- we pay a Life Insurance benefit on you to your Personal Line of Credit;
- 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 Insurance Ends” and “When Your Critical Illness Insurance Ends”.

## What is the cost of Line of Credit Critical Illness and Life Insurance?

Monthly premiums for *Revolving Portions* may vary and are calculated based on:

- Your age at the end of the insurance billing period;
- The average daily balance of the *Revolving Portion* of your Personal Line of Credit over the insurance billing period; and
- The number of days in the insurance billing period.

**Note:** The average daily balance is calculated by averaging your daily balances of your *Revolving Portion* of your insured Personal Line of Credit over the billing period.

Monthly premiums for *Term Portions* are calculated based on:

- The amount of your *Term Portion* and your age at the start of each term.
- The number of days in the insurance billing period.

**Note:** The premium rate for your *Term Portion* will remain fixed for the duration of your term.

### Multi-insured Discount

- A 20% discount will apply to each insured borrower's premium when more than one borrower is insured with the same coverage on the same Personal Line of Credit.

### Premium Rate Reductions

A premium rate reduction will apply to the cost of the insurance for average insured balances of your Personal Line of Credit as follows:

- A 10% premium rate reduction for amounts between \$25,000 - \$75,000.
- A 25% premium rate reduction for amounts between \$75,000 and \$1,000,000.

- Critical Illness Insurance premiums and Life Insurance premiums for each insured borrower are calculated separately and charged to the Personal Line of Credit as one amount on the last business day of each month.
- The premium rates per \$1000 of coverage are shown in the table below.

**Note:** These rates do not include applicable provincial sales taxes.

**Premium rate per \$1,000<sup>†</sup> of single coverage:**

| Age   | Life Insurance | Critical Illness Insurance | Age | Life Insurance | Critical Illness Insurance |
|-------|----------------|----------------------------|-----|----------------|----------------------------|
| 18-29 | 0.18           | 0.18                       | 50  | 0.68           | 0.91                       |
| 30    | 0.20           | 0.20                       | 51  | 0.72           | 0.97                       |
| 31    | 0.22           | 0.22                       | 52  | 0.76           | 1.03                       |
| 32    | 0.24           | 0.24                       | 53  | 0.79           | 1.10                       |
| 33    | 0.24           | 0.26                       | 54  | 0.85           | 1.25                       |
| 34    | 0.25           | 0.28                       | 55  | 0.91           | 1.40                       |
| 35    | 0.26           | 0.30                       | 56  | 0.97           | 1.55*                      |
| 36    | 0.27           | 0.32                       | 57  | 1.03           | 1.70*                      |
| 37    | 0.28           | 0.34                       | 58  | 1.08           | 1.83*                      |
| 38    | 0.31           | 0.35                       | 59  | 1.18           | 1.93*                      |
| 39    | 0.33           | 0.39                       | 60  | 1.28           | 2.03*                      |
| 40    | 0.35           | 0.43                       | 61  | 1.38           | 2.13*                      |
| 41    | 0.37           | 0.47                       | 62  | 1.48           | 2.23*                      |
| 42    | 0.39           | 0.51                       | 63  | 1.58           | 2.35*                      |
| 43    | 0.42           | 0.54                       | 64  | 1.76           | 2.45*                      |
| 44    | 0.46           | 0.59                       | 65  | 1.94           | 2.55*                      |
| 45    | 0.50           | 0.64                       | 66  | 2.12           | 2.65*                      |
| 46    | 0.54           | 0.69                       | 67  | 2.30           | 2.75*                      |
| 47    | 0.58           | 0.74                       | 68  | 2.50           | 2.87*                      |
| 48    | 0.60           | 0.79                       | 69  | 2.68           | 2.97*                      |
| 49    | 0.64           | 0.85                       |     |                |                            |

<sup>†</sup> plus applicable provincial sales tax

\*Available only under Recognition of Prior Coverage

## Single Applicant with Life Insurance only

The following example demonstrates how to calculate the monthly Life Insurance premium for a 34-year-old with an average balance of \$10,000 on their *Revolving Portion*.

| Insured coverage amount   |   |
|---|---|
| Total insured coverage = \$10,000   |   |
|   | Cost of Life Insurance                      |
| Premium rate based on age at the end of the insurance billing period (A)  | \$0.25                                      |
| Average daily balance of the <i>Revolving Portion</i> of the line of credit over the insurance billing period (B) | \$10,000                                    |
| $A \times B \div 1000 = C$  | $\$0.25 \times \$10,000 \div 1000 = \$2.50$ |
| $C \times 12 \div 365 = D$ (daily premium)  | $\$2.50 \times 12 \div 365 = \$0.0822$      |
| $D \times \text{number of days in the billing period} = E$ (monthly premium)                                      | $\$0.0822 \times 31 = \$2.5479$             |
| Apply applicable sales tax of 9%  | $\$2.5479 \times 1.09 = \$2.7773$           |

In this example, the Life Insurance premium would therefore be \$2.78 for that month.

## Single Applicant with both Critical Illness Insurance and Life Insurance

The applicant is setting up a TD Personal Line of Credit with a \$50,000 *Revolving Portion*.

| Applicant:  |
|---|
| • 34 years old  |
| • Critical Illness Insurance and Life Insurance   |
| • The <i>Limit of the Line of Credit</i> is \$50,000, and the average balance for the <i>Revolving Portion</i> of the <i>Line of Credit</i> this month was \$50,000 |
| • The <i>Insured Benefit</i> percentage is 100%   |

Based on the above information, the insurance premium would be:

| Calculating the Life Insurance coverage amount                                       |
|--|
| Total Coverage = \$50,000  |
| Premium Rate Reduction = $((\$50,000 - \$25,000) \times 10\%) \div \$50,000 = 5.0\%$ |

|   | <b>Cost of Life Insurance</b>                |
|---|--|
| Premium rate based on age at the end of the insurance billing period (A)  | \$0.25                                       |
| Average daily balance of the <i>Revolving Portion</i> of the line of credit over the insurance billing period (B) | \$50,000                                     |
| $A \times B \div 1000 = C$  | $\$0.25 \times \$50,000 \div 1000 = \$12.50$ |
| $C \times 12 \div 365 = D$ (daily premium)  | $\$12.50 \times 12 \div 365 = \$0.4110$      |
| $D \times$ number of days in the billing period = E (monthly premium)   | $\$0.4110 \times 31 = \$12.7397$             |
| $E \times (1 - 0.05)$ (premium rate reduction)  | $\$12.7397 \times (1 - 0.05) = 12.1027$      |
| Apply applicable sales tax of 9%  | $\$12.1027 \times 1.09 = \$13.1920$          |

### Calculating the Critical Illness Insurance coverage amount

Total Coverage = \$50,000

Premium Rate Reduction =  $((\$50,000 - \$25,000) \times 10\%) \div \$50,000 = 5.0\%$

|   | <b>Cost of Critical Illness Insurance</b>    |
|---|--|
| Premium rate based on age at the end of the insurance billing period (A)  | \$0.28                                       |
| Average daily balance of the <i>Revolving Portion</i> of the line of credit over the insurance billing period (B) | \$50,000                                     |
| $A \times B \div 1000 = C$  | $\$0.28 \times \$50,000 \div 1000 = \$14.00$ |
| $C \times 12 \div 365 = D$ (daily premium)  | $\$14.00 \times 12 \div 365 = \$0.4603$      |
| $D \times$ number of days in the billing period = E (monthly premium)   | $\$0.4603 \times 31 = \$14.2685$             |
| $E \times (1 - 0.05)$ (premium rate reduction)  | $\$14.2685 \times (1 - 0.05) = 13.5551$      |
| Apply applicable sales tax of 9%  | $\$13.5551 \times 1.09 = \$14.7750$          |

The total monthly premium amount would be:  $\$13.19 + \$14.78 = \$27.97$

## Can I cancel Line of Credit Critical Illness and Life Insurance?

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

If you require assistance with contacting TD by phone to cancel, you can visit a TD Branch.

If you cancel your coverage within the first 30 days, we will refund any premiums paid if 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 is cancelled. If there is more than one borrower insured on the

Personal Line of Credit, each insured person must provide a separate request to cancel coverage.

## How can I submit a claim?

Claims forms are available by calling TD at **1-888-983-7070**, or online at [tdinsurance.com/claims](http://tdinsurance.com/claims). The original claim form and proof of death, loss or diagnosis of a covered critical illness must be received by TD Life as soon as possible following the event and within the following time limits:

- For **Life claims**, you must submit your claim within **three years** of the insured person's date of death.
- For **Accidental Dismemberment claims**, you must submit your claim within **three years** of the date of insured person's covered loss.
- For **Critical Illness claims**, you must submit your claim within **one year** of being diagnosed with a covered critical illness.

We may require that a doctor of *our* choice examines *you* to validate a critical illness or *Accidental Dismemberment* 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 Line of Credit Critical Illness and Life Insurance?

You may contact TD at 1 888 983 7070 if you have questions about your coverage. For questions about underwriting, claims and the administration of Line of Credit Critical Illness and Life Insurance, TD will connect you with TD Life as needed.

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](http://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](http://www.tdinsurance.com/customer-service/problem-resolution).

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

For more details about Line of Credit Critical Illness and Life Insurance, please refer to the Certificate of Insurance included with this booklet, or please visit: [www.tdinsurance.com/products-services/credit-protection](http://www.tdinsurance.com/products-services/credit-protection) and select the "Line of Credit" 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: **The Toronto-Dominion Bank**

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

Name of insurance product: **Line of Credit Critical Illness and Life 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](http://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 Line of Credit – Personal Line of Credit

## 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

Tel: 1-888-983-7070

- **All other coverages provided by:**

The Canada Life Assurance Company ("Canada Life")

Creditor Insurance Department

330 University Avenue

Toronto, Ontario M5G 1R8

Tel: 1-800-380-4572

- **Administered by:**

TD Life

# Certificate of Insurance

Pages 18 to 47 of this booklet form the **Certificate of Insurance**, which applies to persons covered by **Line of Credit Life Insurance** and **Line of Credit Critical Illness and Life Insurance for Personal Line of Credit**.

**Note:** In this Certificate of Insurance, **you** and **your** refer to a borrower(s) who is/are insured under the *Policy*. **We, us** and **our** refer to Canada Life or TD Life as applicable\*. For a complete list of definitions of all italicized terms, please refer to the section “Definitions of the Terms We’ve Used” on page 45.

## Introduction to Insurance Coverages for *Personal Line of Credit*

*Line of Credit Critical Illness and Life Insurance for Personal Line of Credit* provides life, accidental dismemberment and critical illness coverages as described below:

- For life coverage, we will pay *TD* a benefit amount towards your *Personal Line of Credit* in the event of your death.
- For accidental dismemberment coverage, we will pay *TD* a benefit amount towards your *Personal Line of Credit* in the event you suffer a covered loss (See page 24 of the Certificate of Insurance for details on covered losses). Your *Personal Line of Credit Life Insurance* includes accidental dismemberment coverage.
- For critical illness coverage, we will pay *TD* a benefit amount towards your *Personal Line of Credit* in the event you are diagnosed with *Cancer (life-threatening), Acute Heart Attack or Stroke*. *Critical Illness Insurance* is optional and only available if you enroll for *Line of Credit Life Insurance*.

The maximum coverage that you can apply and be insured for is \$1,000,000 for *Life Insurance* (which includes accidental dismemberment coverage) and \$1,000,000 for *Critical Illness Insurance* for all of your *Lines of Credit* combined.

If you apply and are insured with *Line of Credit Life Insurance*, for *Personal Line of Credit* with or without optional *Critical Illness 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 confirmations of coverage we may provide you.

In addition, subject to applicable law, *you* or a person making a claim on *your* behalf 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* at **1-888-983-7070**.

\*Accidental dismemberment coverage is provided by TD Life Insurance Company (“TD Life”) under group *Policy #G/H.60158AD*. All other coverages are provided by The Canada Life Assurance Company (“Canada Life”) under group *Policy #G/H.60158*. TD Life is the authorized administrator for Canada Life.

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

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

## Who Receives the Benefit Amount

When a claim is approved, we will pay the benefit amount to *TD* to apply to *your Personal Line of Credit*.

## Who Is Eligible For Insurance

*Line of Credit Critical Illness* and *Life Insurance for Personal Line of Credit* is offered exclusively to *Personal Line of Credit* borrowers.

To be eligible to apply for insurance on *your Personal Line of Credit*:

- *you* are a Canadian resident; and
  - *you* are between 18 and 69 years old to apply for *Life Insurance*; or
  - *you* are between 18 and 55 years old to apply for *Critical Illness Insurance*. *You* must be approved and insured with *Life Insurance* to enroll in *Critical Illness Insurance*.

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.

If *you* do not meet the age or health requirements, *you* may be eligible for full or partial coverage based on recognition of prior coverage. For more information, please refer to section “Recognition of Prior Coverage”.

**Note:** Any borrower on this *Personal Line of Credit* can apply for *Line of Credit Critical Illness* and *Life 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* branch or by phone.

## How To Submit A Claim

Claim forms are available by calling *TD* at **1-888-983-7070** or online at **[tdinsurance.com/claims](https://tdinsurance.com/claims)**.

## We Must Receive A Claim Within A Specific Time

- For a life claim, *you* must submit *your* claim within **three years** of the date of death.
- For an accidental dismemberment claim, *you* must submit *your* claim within **three years** of the date of *your* covered loss.
- For a critical illness claim, *you* must submit a written claim to *us* within **one year** of being diagnosed with a covered critical illness. *You* will also need to provide written proof of the diagnosis of a covered critical illness.

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

We may also require:

- additional proof or information regarding the claim; or
- *you* to be examined by a physician of *our* choice to validate a claim; or
- both.

We will only pay benefits after these requirements are satisfied.

## Additional Claim Information

- *You* are limited to one benefit payment for *Life Insurance* and one benefit payment for *Critical Illness Insurance*, per insured person, per insured *Personal Line of Credit*.
- We describe how we determine the amount of *your* benefit in the sections “Maximum *Life Insurance* Amounts *You* Can Apply For” and “Maximum *Critical Illness Insurance* Amounts *You* Can Apply For”.
- If *you* have insured more than one *Line of Credit*, we will make insurance benefit payments to each *Line of Credit* in the order in which *you* insured *your Lines of Credit*.

- Every action or proceeding against the 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 in *your* province or territory. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.

## Coverages

### *Life Insurance*

*Life Insurance* includes life and accidental dismemberment coverages.

#### **When Your Life Insurance Starts**

Once *your Personal Line of Credit* has been approved, *your* coverage starts:

- on the date *you* applied for coverage if *your Aggregate* coverage is less than or equal to \$50,000;
- on the date *you* applied for coverage if *you* answered “NO” to health questions 1 to 3 in *your Application* (Section: Information about *your* health) and *your Aggregate* coverage is \$500,000 or less; or
- on the date we write to let *you* know that we have approved *your Life Insurance* if *you* answered “YES” to any of the health questions in *your Application* (Section: Information about *your* health), or if *your Aggregate* coverage is greater than \$500,000.

#### **When You Must Complete a Health Questionnaire**

- *You* will need to complete a *Health Questionnaire* to be considered for the coverage *you* have applied for on *your Personal Line of Credit* if *you* answered “YES” to any of the health questions in *your Application* (Section: Information about *your* health).
- *You* will need to complete a *Health Questionnaire* in order to be considered for the coverage *you* have applied for on *your Personal Line of Credit* if *your Aggregate* coverage is greater than \$500,000.
- We will review *your Application* and let *you* know by mail if *you* are approved. Coverage starts on the date we write to let *you* know we have approved *your Life Insurance* and/or *Critical Illness Insurance* for the coverage *you* have applied for on *your Personal Line of Credit* or under *Creditor Defined Plan*.

**Note:** We reserve the right to change our underwriting requirements and the questions in the *Application* at any time.

## Maximum *Life Insurance* Coverage Amounts You Can Apply For

You can apply to insure the *Limit of your Personal Line of Credit* to a maximum of \$1,000,000 for all of your combined *Lines of Credit*. This limit applies to the total life, accidental dismemberment and *Critical Illness Insurance* benefits payable for one insured person.

**Note:** The amount of coverage will be subject to the maximum *Life Insurance* coverage 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 \$1,000,000, we pay the following amount associated with your *Personal Line of Credit*:

- the outstanding balance up to your *Life Insurance Amount*, on the date of death or date the *Accident* caused a covered loss. We will not pay more than this outstanding balance\*;

In addition, subject to the maximum *Life Insurance Amount* of \$1,000,000, we pay the following amount associated with your *Personal Line of Credit*:

- plus discharge fees or prepayment charges, if applicable;
- plus interest owing, if applicable.

**Note:** We will deduct from the insurance benefit any *Personal Line of Credit* payments that are in arrears prior to the date we determine benefits.

For *Lines of Credit* with partial coverage, the amount of the *Life Insurance* benefit available will be limited to the *Insured Benefit* percentage of the outstanding balance of your *Personal Line of Credit*, as of the date of death or date the *Accident* caused a covered loss. Your *Insured Benefit* percentage is either:

- Specified at the time of *Application*; or
- Specified in the letter we send you approving your partial coverage.

Any *Life Insurance* benefit is subject to the coverage maximum.

## When A Life Insurance Benefit May Be Limited

The *Life Insurance* benefit may be limited if the death of any insured borrower results from an illness or condition for which you had symptoms, received medical consultation, treatment, care or services, including prescribed medication within the 12 months prior to the date of death.

In this case, the insurance benefit will be limited to the lesser of:

- the total of the outstanding balance of each of the *Term Portion* and *Revolving Portion* on the day before the date of death, subject to the *Life Insurance Amount\**; or
- the total of the outstanding balance of each of the *Term Portion* on the date of death and the average statement balances of the *Revolving Portion* for the past 24 months prior to the date of death.

**Note:** If you have partial coverage, the *Insured Benefit* percentage will be applied to either the outstanding balance or the average statement balance used to calculate your insurance benefit.

## When We Pay a Life Insurance Benefit

In the event of death, we will pay a benefit to TD up to your *Life Insurance Amount*, and subject to any limitations set out in this Certificate of Insurance.

## When We Will Not Pay A Life Insurance Benefit

We will not pay a *Life Insurance* benefit if:

- your death occurs before your insurance coverage starts;
- your death is a result of events directly or indirectly related to, arising from, following your participation in, caused by or contributed to by, or associated with:
  - i. your use of any drug, poisonous substance, intoxicant or narcotic, unless taken according to the instructions of your physician;
  - ii. your operation of any motorized vehicle or watercraft while your ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the death occurred; or
  - iii. your commission or attempted commission of a criminal offence.
- your life claim is not made within three years of the date of death;
- your insurance coverage has been in force for less than two years, and you die from intentional self-inflicted injury, suicide, attempted suicide (whether you are aware or not aware of the result of your actions, regardless of your state of mind). If this happens, we will refund all insurance premiums; or
- your insured *Lines of Credit* are less than or equal to \$50,000 and your



death occurs within 12 months from the date *your* coverage starts, and is the result of an illness or condition for which *you* received medical consultation, treatment, care or services, including prescribed medication, during the 12 months prior to the date *your* coverage starts. In this instance, all insurance premiums paid will be refunded.

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* up to *your* *Life Insurance Amount* if you suffer a covered loss as described below, 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;
- 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

We will not pay an accidental dismemberment benefit if:

- *your* accidental dismemberment occurs before *your* insurance coverage starts;
- *your* loss is a result of intentional self-inflicted injury, suicide, attempted suicide (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 took place more than 12 months before the covered loss occurred;
- *your* loss is a result of events directly or indirectly related to, arising from, following *your* participation or attempted participation in, caused by or contributed to by, or associated with:
  - i. *your* use of any drug, poisonous substance, intoxicant or narcotic, unless taken according to the instructions of *your* physician;
  - ii. *your* operation of any motorized vehicle or watercraft while *your* ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the death occurred; or
  - iii. *your* commission or attempted commission of a criminal offence.
- *your* claim is not made within three years 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

- if *you* give any false or incomplete responses to information that we require to approve *your* insurance; or
- if *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.

## Life Insurance Amounts After A Benefit Is Paid

- When we pay an accidental dismemberment benefit, the *Insured Benefit* percentage for *Life Insurance* will be reduced based on the amount of the benefit paid.
- When we pay a *Critical Illness Insurance* benefit, the *Insured Benefit* percentage for your *Life Insurance* will be reduced based on the amount of the benefit paid.
- When we pay an insurance benefit, the reduction in your benefit amount or termination of your coverage will not impact the *Life Insurance Amount* of other insured borrowers on your *Personal Line of Credit*.

### For Example:

If you have:

- a *Personal Line of Credit* with a limit of \$1,000,000;
- an *Insured Benefit* percentage of 100% (full coverage) for *Critical Illness* and *Life Insurance*; and
- an accidental dismemberment claim with a benefit payment of \$250,000 is approved;

Then:

- your *Insured Benefit* percentage for your *Critical Illness* and *Life Insurance* coverage will be reduced to 75% ( $(\$1,000,000 - \$250,000)/\$1,000,000 = 75\%$ )

**Note:** for information about *Insured Benefit* percentage, refer to the section “Partial Coverage” on pg. 21

## When Your Life Insurance Ends

Your *Life Insurance* on your *Personal Line of Credit* will end without notice to you, on the earliest date when any of the following occurs:

- you no longer are a borrower on the *Personal Line of Credit*;
- you turn 70 years old;
- if you are covered under the *Creditor Defined Plan*, your 5-year period of coverage has come to an end, or you turn 70 while enrolled in the *Creditor Defined Plan*;
- we receive a written request from you to cancel your coverage or, if we are able to confirm your identity, and we receive your request by telephone to cancel your coverage. If there is more than one borrower insured on the *Personal Line of Credit*, each insured borrower must provide a request to cancel coverage individually;

- the insured *Personal Line of Credit* is paid in full and closed;
- a total of 3 months of unpaid premiums have accumulated\*;
- we pay a *Life Insurance* benefit on you to your *Personal Line of Credit*;
- the *Policy* is terminated\*;
- TD starts legal proceedings against any borrower concerning the insured *Personal Line of Credit*\*;
- the *Limit* of your existing insured *Personal Line of Credit* is increased and the increase results in an *Aggregate* amount exceeding \$50,000. In this instance you will need to reapply\*;
- you die.

\*This will end insurance coverage for all insured borrowers on the *Personal Line of Credit*.

When your insurance coverage ends for any reason, we will not notify the other person(s) liable to TD for the *Personal Line of Credit*.

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:** If you complete an *Application* for *Life Insurance* but before the *Personal Line of Credit* is activated and TD approves a change to the *Limit* that would increase your *Aggregate* coverage to over \$50,000, you will need to reapply.

**Note:** Your insurance coverage may end prior to the repayment of your *Personal Line of Credit*.

## Critical Illness Insurance

*Critical Illness Insurance* covers *Cancer (life-threatening)*, *Acute Heart Attack* and *Stroke*.

### When Your Critical Illness Insurance Starts

Once your *Personal Line of Credit* has been approved, your *Critical Illness Insurance* starts:

- on the date you applied for coverage if you answered “NO” to all health questions in your *Application* (Section: Information about your health) and your *Aggregate* coverage is \$500,000 or less; or
- on the date we write to let you know that we have approved your *Critical Illness Insurance* if you answered “YES” to any of the health questions

in your *Application* (Section: Information about your health), or if your *Aggregate* coverage is greater than \$500,000.

If you have an existing *Line of Credit* with active *Life Insurance* or *Critical Illness and Life Insurance*, and you are refinancing or applying for an increase in coverage, then your coverage start date will be outlined in the section “Making a Change to Your Coverage”.

## When You Must Complete a Health Questionnaire

- You will need to complete a *Health Questionnaire* in order to be considered for the coverage you have applied for on your *Personal Line of Credit* if you answered “YES” to any of the health questions in your *Application* (Section: Information about your health); or
- You will need to complete a *Health Questionnaire* in order to be considered for coverage on your *Personal Line of Credit* if your *Aggregate* coverage is greater than \$500,000.

We will review your *Application* and let you know by mail if you are approved for the coverage(s) you applied for.

**Note:** We reserve the right to change our underwriting requirements and the questions in the *Application* at any time.

If you apply for *Critical Illness Insurance* in addition to *Life Insurance* and we require additional information from you, your coverages may start on different dates, but your *Critical Illness Insurance* can never begin before your *Life Insurance*.

## Maximum Critical Illness Insurance Coverage Amounts You Can Apply For

You can apply to insure the *Limit* of your *Personal Line of Credit* to a maximum of \$1,000,000 for all of your combined *Lines of Credit*. This limit applies to the total life, accidental dismemberment and *Critical Illness Insurance* benefits payable for each insured person.

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

## How A Critical Illness Insurance Benefit Is Determined

When we pay an insurance benefit, we will determine the amount payable as of the date of diagnosis.

When a benefit is paid, subject to the maximum *Critical Illness Insurance* amount of \$1,000,000, we pay the following amount associated with your *Personal Line of Credit*:

- the outstanding balance up to *your Insurance Amount* on the date of diagnosis\*. We will not pay more than this outstanding balance.

In addition, subject to the maximum *Critical Illness Insurance* amount of \$1,000,000, we pay the following amounts associated with *your Personal Line of Credit*:

- discharge fees or prepayment charges, if applicable;
- interest owing, if applicable.

**Note:** We will deduct from the insurance benefit any *Personal Line of Credit* payments that are in arrears prior to the date we determine benefits.

For *Personal Lines of Credit* with partial coverage, the amount of the *Critical Illness Insurance* benefit will be limited to the *Insured Benefit* percentage of the outstanding balance on *your Personal Line of Credit* as of the date of diagnosis of a covered critical illness. *Your Insured Benefit* percentage is either:

- Specified at the time of *Application*; or
- Specified in the letter we send you approving your partial coverage.

Any *Critical Illness Insurance* benefit is subject to the maximum coverage amount.

\*Payment is always subject to the section “When A *Critical Illness Insurance* Benefit May Be Limited”.

## When A *Critical Illness Insurance* Benefit May Be Limited

The *Critical Illness Insurance* benefit may be limited if diagnosis of the covered critical illness results directly or indirectly from any illness or condition for which you had symptoms, received medical consultation, treatment, care or services, including prescribed medication within the 12 months prior to the date of diagnosis.

In such case, the insurance benefit will be the lesser of:

- the total of the outstanding balance of each of the *Term Portion* and *Revolving Portion* on the date of diagnosis subject to the *Critical Illness Insurance Amount*\*; or
- the total of the outstanding balance of each of the *Term Portion* on the date of diagnosis and the average statement balance of the *Revolving Portion* for the last 24 months prior to the date of diagnosis.

## When We Pay A *Critical Illness Insurance* Benefit

In the event you are diagnosed with *Cancer (life-threatening)*, *Acute Heart Attack*, or *Stroke* we will pay a benefit to TD up to your *Critical Illness Insurance Amount*, as described in the section “How a *Critical Illness Insurance* Benefit is Determined”.

## When We Will Not Pay A *Critical Illness Insurance* Benefit

We will not pay a *Critical Illness Insurance* benefit if:

- your diagnosis of a covered condition occurs within 24 months of you becoming covered under this Certificate of Insurance, and your diagnosis is a result of an illness or condition (whether this illness or condition is diagnosed or undiagnosed) for which you had symptoms or received medical consultation, tests, treatment, care or services (including without limitation, diagnostic services or measures), including prescribed medication, during the 24 months prior to the start of your *Critical Illness Insurance* (this is called a “**pre-existing condition**”);
  - If you have an existing *Line of Credit* with active *Life Insurance* or active *Critical Illness Insurance* and *Life Insurance*, and you are refinancing or applying for an increase in coverage, please refer to section “Making a Change to Your Coverage” for information about “**pre-existing conditions**”.
- your claim is a result of your use of illegal or illicit drugs or substances;
- your claim is a result of your misuse of medication obtained with or without prescription; or
- a diagnosis of *Cancer (life-threatening)* or investigation leading to a diagnosis, occurs within 90 days when your coverage starts. In this instance, all insurance premiums paid will be refunded.

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 Your Coverage Will Terminate

We will not pay any benefit and terminate all your coverage if:

- you give any false or incomplete responses to any of the health questions or give incorrect or incomplete information relating to your *Application* for insurance or when requesting a change to your coverage, your coverage may be cancelled if it has been in effect for less than 2 years, or at anytime if the information provided was fraudulent.

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

## *Critical Illness Insurance* Amounts After a Benefit Is Paid

- When we pay an accidental dismemberment insurance benefit, the *Insured Benefit* percentage for *Critical Illness Insurance* will be reduced based on the amount of the benefit paid.

- When we pay a *Critical Illness Insurance* benefit, your *Critical Illness Insurance* coverage will end.

When we pay an insurance benefit, the reduction in your benefit amount or termination of your coverage will not impact the *Life Insurance Amount* of other insured borrowers on your *Personal Line of Credit*.

#### **For Example:**

If you have:

- a *Personal Line of Credit* with a *Limit* of \$1,000,000;
- an *Insured Benefit* percentage of 100% (full coverage) for *Critical Illness* and *Life Insurance*; and
- a *Critical Illness Insurance* claim with a benefit payment of \$250,000 is approved

Then:

- your *Critical Illness Insurance* coverage will end; and
- your *Insured Benefit Percentage* for your *Life Insurance* coverage will be reduced to 75% ( $(\$1,000,000 - \$250,000)/\$1,000,000 = 75\%$ )

**Note:** For information about *Insured Benefit* percentage, refer to the section “*Partial Coverage*” on pg. 32

## **When Your *Critical Illness Insurance* Ends**

Your *Critical Illness Insurance* on your *Personal Line of Credit* will end without notice to you on the earliest of the date that your *Life Insurance* ends, as described in the section “*When Your Life Insurance Ends*,” or when any of the following occurs:

- we pay any *Critical Illness Insurance* benefit on you to your insured *Personal Line of Credit*;
- a diagnosis of *Cancer (life-threatening)* or investigation leading to a diagnosis, occurs within 90 days from when your coverage starts;
- we receive a written request from you to cancel your *Critical Illness Insurance* or, if we are able to confirm your identity, and we receive your request by telephone to cancel your *Critical Illness Insurance*. If there is more than one borrower insured on the *Personal Line of Credit*, each insured borrower must provide a request to cancel coverage individually; or
- if you are covered under the *Creditor Defined Plan*, your 5-year period of coverage has come to an end, or you turn 70 while enrolled in the *Creditor Defined Plan*.

This will not end insurance coverage for other insured borrowers on the *Personal Line of Credit*.



When *your* insurance coverage ends for any reason, we will not notify the other person(s) liable to *TD* for the *Personal Line of Credit*.

We will refund any premiums we may owe *you* after *your* coverage ends. If *you* cancel *your* coverage within the first 30 days, any premiums *you* have paid 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 the repayment of *your* *Personal Line of Credit*.

## Additional Conditions to Coverage

The following sections explain additional conditions that may apply to *your* *Life Insurance* or *Critical Illness and Life Insurance*. If any of these additional conditions apply to *you*, we will let *you* know in writing.

The additional conditions to coverage are subject to all exclusions and limitations to *Life Insurance* and *Critical Illness Insurance* coverage outlined in the following sections:

- “When We Will Not Pay a *Life Insurance* Benefit”, page 23
- “When We Will Not Pay An Accidental Dismemberment Benefit”, page 25
- “When We Will Not Pay A *Critical Illness Insurance* Benefit”, page 30
- “When We May Not Pay Any Benefit And Terminate All *Your* Coverage”, page 30
- “When *your* *Life Insurance* Ends”, page 26, and;
- “When *your* *Critical Illness Insurance* Ends”, page 31.

## Partial Coverage

If *your* *Aggregate* coverage exceeds \$1,000,000, we may offer *you* partial *Life Insurance* or partial *Critical Illness and Life Insurance*.

### **Insured Benefit Percentage**

*You* may choose to apply for partial coverage on *your* *Personal Line of Credit* by selecting an *Insured Benefit* percentage on *your* *Application* that equates to a coverage amount between \$300,000 and \$1,000,000. The percentage selected for both *Critical Illness Insurance* and *Life Insurance* must be the same and is subject to approval conditions. However, *your* *Insured Benefit* percentage may be adjusted as a result of *our* approval process.

Once *your* approval process is complete, if we determine the selected *Insured Benefit* percentage for *Critical Illness Insurance* requires adjustment (based on the conditions stated above), we will make the necessary change to the *Insured Benefit* percentage *you* are approved for. In this case, *your* maximum partial coverage amount will be a lower percentage of *your* *Personal Line of Credit* than

you applied for. We will communicate the *Insured Benefit* percentage you have been approved for in our approval letter to you.

The *Aggregate* coverage is subject to the \$1,000,000 maximum coverage amount. Your *Insured Benefit* percentage selected at the time of *Application* or as indicated in our approval letter to you, will be used to calculate the partial coverage amount. Your partial coverage amount cannot be lower than \$300,000. Therefore:

- If *Limit* of your *Personal Line of Credit* is \$300,000 or less, you will be insured for 100% of your *Personal Line of Credit* and no partial coverage will be granted.
- If the *Insured Benefit* percentage selected on your *Application* equates to a coverage amount below \$300,000, the *Insured Benefit* percentage must be re-adjusted so that it equates to a coverage amount of a minimum of \$300,000 on your *Personal Line of Credit*.

The following two examples illustrate when we would offer partial coverage:

#### **Example 1:**

- You have \$300,000 *Life Insurance* or *Critical Illness* and *Life Insurance* coverage on your first *Line of Credit*.
- You are approved for an additional *Personal Line of Credit* for \$1,000,000 and applied for *Line of Credit Life Insurance* or *Critical Illness* and *Life Insurance*.
- Since the maximum coverage offered is \$1,000,000, the remaining coverage available for your additional *Personal Line of Credit* is \$700,000. This is 70% of your *Limit*.
- If at claim time the average daily balance on your additional *Personal Line of Credit* is \$100,000, then the maximum amount payable under your partial coverage will be 70% of the average balance of your additional *Personal Line of Credit* (70% of \$100,000 = \$70,000).

#### **Example 2:**

- You have a *Personal Line of Credit* for \$1,200,000 when you apply for *Life Insurance* or *Critical Illness* and *Life Insurance* coverage
- Since maximum coverage offered is \$1,000,000, you are provided with partial coverage of 83% ( $\$1,000,000 \div \$1,200,000$ ) of the credit *Limit* of your *Personal Line of Credit*.
- If at claim time the average daily balance on your *Personal Line of Credit* is \$1,000,000, then the maximum amount payable under your partial coverage will be \$830,000 (83% of \$1,000,000).

## **Creditor Defined Plan**

The *Creditor Defined Plan* provides the same coverage as *Life Insurance* or *Critical Illness and Life Insurance* however, it is for up to a maximum of \$500,000 per coverage and it is limited to a 5-year period.

To be considered for the *Creditor Defined Plan*, you will need to provide your consent on your *Application*. Your consent to be enrolled does not guarantee your enrollment in coverage. We may not be able to provide you with any coverage if you do not meet our standard approval criteria.

There are two circumstances when you may enroll in the *Creditor Defined Plan*:

- Depending on your answers to the questions on the *Health Questionnaire*, we may determine that you do not qualify for coverage on the full-term of your *Personal Line of Credit*. In this case, you may choose to be enrolled in the *Creditor Defined Plan* if you meet our standard approval criteria; or
- In the event that we are unable to reach you to complete the *Health Questionnaire* and complete our approval process, we will not be able to consider you for coverage for the full-term on your *Personal Line of Credit*. In this case, you will be enrolled in the *Creditor Defined Plan* if you meet our standard approval criteria.

If you are enrolled in our *Creditor Defined Plan*, your coverage starts on the date we write to let you know that we have approved you for *Life Insurance* or *Critical Illness and Life Insurance*. Our 30-day review period described on page 48 applies if you are enrolled in the *Creditor Defined Plan*.

At the end of the 5-year period following your coverage effective date, you will need to complete a new *Application* if you wish to maintain coverage on your *Personal Line of Credit*.

Premiums are calculated based on your age at the end of the insurance billing period, your average monthly balance and number of days in the insurance billing period.

If you complete a new *Application* for coverage at the end of the 5-year period, premium rates will be based on your age at the time of your new *Application*.

If you are enrolled in the *Creditor Defined Plan* and are refinancing your *Personal Line of Credit* and you have applied for additional coverage, we may offer you coverage for the remainder of your 5-year period of coverage (subject to the maximum coverage amounts and you being eligible to apply).

To be eligible to apply for an increase or transfer of existing coverage for your insured *Personal Line of Credit*, you must be:

- a Canadian Resident;
- between 18 and 69 years old;

- refinancing or replacing *your* existing *Personal Line of Credit*; and
  - have active *Life Insurance* or *Critical Illness and Life Insurance* on *your* existing *Personal Line of Credit*; or
  - apply within 30 days of *your Personal Line of Credit* being refinanced and *your* existing coverage ending because of the refinance.

If *you* are approved for an increase or transfer of existing coverage, *your* premiums are calculated based on *your* age at time of *your* new *Application*.

### **When We Will Not Pay A Critical Illness Insurance Benefit Under Creditor Defined Plan**

We will not pay a *Critical Illness Insurance* benefit under *Creditor Define Plan* if:

- *your* diagnosis of a covered conditions occurs within 24 months of *you* becoming covered under *your* original *Critical Illness Insurance* and *your* diagnosis is a result of an illness or condition (whether this illness or condition is diagnosed or undiagnosed) for which *you* had symptoms or received medical consultation, tests, treatment, care or services (including without limitation, diagnostic services or measures), including prescribed medication during the 24 months prior to the start of *your* original *Critical Illness Insurance* (this is called a “**pre-existing condition**”);
  - If *you* have an existing *Personal Line of Credit* with active *Life Insurance* or active *Critical Illness and Life Insurance*, and *you* are refinancing or applying for an increase in coverage, please refer to section “Making a Change to *Your* Coverage” for information about “**pre-existing conditions**”.
- a diagnosis of *Cancer (life-threatening)* or investigation leading to a diagnosis, occurs within 90 days when *your* Original *Application* coverage starts.

**Note:** Please refer to the “*Life Insurance*” and “*Critical Illness Insurance*” sections for all applicable terms and conditions on pages 21 and 27.

Individuals who are approved under the *Creditor Defined Plan* will not be considered for recognition of prior coverage as described under the section “Recognition of Prior Coverage” on page 36.

## **Making a Change to *Your* Coverage**

### **When *You* Will Need to Complete a Confirmation of Continued Coverage Form to Increase or Transfer *Your* Existing Coverage**

- If *you* are increasing the *Limit* of *your* existing insured *Personal Line of Credit*, and *your* *Aggregate* coverage is \$50,000 or less;
- If *you* are transferring *your* existing *Life Insurance* or *Critical Illness and Life Insurance* coverage, and *your* *Aggregate* coverage is equal to *your* original coverage amount up to a maximum of \$500,000.

## When You Will Need to Complete a New *Application* to Increase or Transfer Your Existing Coverage

- If you are increasing the *Limit* of your *Personal Line of Credit* with existing *Life Insurance* coverage, and your *Aggregate* coverage is greater than \$50,000, and less than \$500,000, and you request to increase your coverage amount, your existing coverage will end and you will be required to complete a new *Application*.
- If you increase the *Limit* of your *Personal Line of Credit* and your *Aggregate* coverage is greater than \$500,000, and you request to increase your coverage amount, your existing coverage will end and you will need to complete a new *Application*.

**Please note:** If you increase or transfer your existing coverage, any coverage exclusions for “**pre-existing conditions**” that applied under your original Certificate of Insurance effective from your coverage start date will continue to apply under your new Certificate of Insurance for an amount equal to your original coverage amount. For any additional coverage you have applied for that is greater than your existing coverage amount, any coverage exclusions or limitations for “**pre-existing conditions**” will take effect as of the coverage start date of your *Application* for additional coverage.

## Making Changes to Your Partial Coverage

If you wish to increase your *Insured Benefit* percentage, you must complete a new *Application*. The coverage amount will be adjusted, and premiums will be re-calculated based on your age at the time of the new *Application*. Any increases in coverage amounts will be subject to the coverage maximums as described in sections “Maximum *Life Insurance* Coverage Amounts You Can Apply For” and “Maximum *Critical Illness Insurance* Coverage Amounts You Can Apply For”.

If you wish to decrease your *Insured Benefit* percentage you must complete a Notification of Change Form available at all *TD* branches. Your premiums will be re-calculated based on your age at the date of your *Original Application*. Your new coverage amount will be in effect the date you sign the Notification of Change Form.

## Recognition Of Prior Coverage

We may approve you for full or partial coverage on your *Line of Credit*, based on the amount previously insured, if:

- you do not meet our health requirements; or
- you are over age 55 but under 70; and
- you were insured with us under a previous *Line of Credit* or *Mortgage* with coverage other than our *Creditor Defined Plan*.

To qualify for recognition of prior coverage, you must apply within 30 days of the:

- the date your existing *TD Mortgage* was closed; or
- the date of your existing *Line of Credit* was closed.

Your maximum coverage amount, under Recognition of Prior Coverage, will be a percentage based on the insured *Limit* of the discharged/closed *Line of Credit* or the outstanding insured balance of the *Mortgage* divided by the new *Personal Line of Credit Limit*. We will specify the amount of coverage in the letter we send you approving you for coverage.

#### For Example:

- You have an existing *Line of Credit* insured with *Life Insurance* for \$80,000.
- You are replacing this with a new *Personal Line of Credit* for \$180,000.
- Your *Life Insurance* is approved on a partial basis on the new *Personal Line of Credit* under ROPC which equates to an insured benefit percentage of 44% ( $\$80,000 \div \$180,000$ ).
- If at claim time the average daily balance on the new *Personal Line of Credit* is \$100,000, then the maximum benefit amount payable to the *Personal Line of Credit* would be 44% of \$100,000 = \$44,000.

## Premium Information for *Critical Illness* and *Life Insurance*

- *Critical Illness Insurance* premiums and *Life Insurance* premiums for each insured borrower are calculated separately at the time each borrower applies for coverage and billed jointly.
- The premium rates per \$1,000 of coverage are shown in the table on page 40. These rates do not include provincial sales taxes.

**Note:** If we increase the rates, the increase will apply to everyone covered.

- Provincial sales taxes are applied to your premium, if applicable.

#### **Premiums For *Revolving Portions*:**

- Your premium is calculated based on your;
  - Age at the end of the insurance billing period; and

- Average daily balance of the *Revolving Portion* of your *Personal Line of Credit* over the insurance billing period. If the daily balance you owe on any day of the month is negative, we will use a daily balance of zero for that day in this calculation.

### **Premiums For *Term Portions*:**

- Your initial premium is calculated based on the initial amount of your *Term Portion* and your age at the start of the term. The premium rate for your *Term Portion* will remain fixed for the duration of your term. When the term of your *Term Portion* ends, your premiums will automatically adjust to your current age and current *Term Portion* balance at the start of your new term.
- Your premium amount will be calculated at an annual rate and will be converted to a daily rate to account for the days in each billing cycle.
- The premiums for the *Revolving Portion* and *Term Portion(s)* are calculated separately and billed together as one amount on a monthly basis.

**Note:** The balance used to calculate premiums will be capped at the *Insurance Amount*.

### **The Insurance Billing Period**

- Your insurance billing period usually starts on the second last business day of the previous month and ends on the third last business day of the current month. The number of days in an insurance billing period depends on the number of days in each month.

### **Multi-Insured Discount and Premium Rate Reductions**

- A 20% multi-insured discount will apply to each individual *Life Insurance* premium if two or more persons are insured with *Life Insurance* on the same *Personal Line of Credit* on the billing date.
- A 20% multi-insured discount will apply to each individual *Critical Illness* premium if two or more persons are insured with *Critical Illness* on the same *Personal Line of Credit*.
- For the portion of your average insured balance between \$25,000 and \$75,000, a 10% decrease will be applied to the rate used to calculate your premium.
- For the portion of your average insured balance between \$75,000 and \$1,000,000, a 25% decrease will be applied to the rate used to calculate your premium.

Multi-insured discounts are calculated based on the date of an individual's *Application*.

Please refer to the premium calculation examples on pages 42-43 for additional details.

## Lump Sum Payment - Premium Reductions

- You may qualify for an insurance premium reduction if you make a lump sum payment towards the *Term Portion* of your *Personal Line of Credit* for the lesser of:
  - 10% of the original amount of your *Term Portion*
  - \$5,000
- You must **notify us** of your eligible lump sum payment by speaking with your branch representative of us by calling us at **1-888-983-7070** to see if you qualify.
- Premiums are re-calculated based on the original amount less the lump sum payment, using the original age and rate. Any lump sum payments less than the amounts stated above do not qualify for premium re-calculation. Previous payments, or if applicable, payments made to more than one *Term Portion* of a *Personal Line of Credit*, cannot be added together to make up the minimum lump sum payment required for a premium re-calculation. Premiums will be recalculated and take effect as of the date we receive notification from you of your qualifying lump sum payment. Retroactive premium refund requests will not be honored.

## Misstatement of Age

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

- If you are still eligible for insurance, the premium amount will be adjusted to the correct amount based on the correct date of birth at your 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 you are 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

Monthly premium rates per \$1,000 of single coverage for *Line of Credit Critical Illness* and *Life Insurance for Personal Line of Credit* are shown in the table below:



| Age   | Life Insurance | Critical Illness Insurance | Age | Life Insurance | Critical Illness Insurance |
|-------|----------------|----------------------------|-----|----------------|----------------------------|
| 18-29 | 0.18           | 0.18                       | 50  | 0.68           | 0.91                       |
| 30    | 0.20           | 0.20                       | 51  | 0.72           | 0.97                       |
| 31    | 0.22           | 0.22                       | 52  | 0.76           | 1.03                       |
| 32    | 0.24           | 0.24                       | 53  | 0.79           | 1.10                       |
| 33    | 0.24           | 0.26                       | 54  | 0.85           | 1.25                       |
| 34    | 0.25           | 0.28                       | 55  | 0.91           | 1.40                       |
| 35    | 0.26           | 0.30                       | 56  | 0.97           | 1.55*                      |
| 36    | 0.27           | 0.32                       | 57  | 1.03           | 1.70*                      |
| 37    | 0.28           | 0.34                       | 58  | 1.08           | 1.83*                      |
| 38    | 0.31           | 0.35                       | 59  | 1.18           | 1.93*                      |
| 39    | 0.33           | 0.39                       | 60  | 1.28           | 2.03*                      |
| 40    | 0.35           | 0.43                       | 61  | 1.38           | 2.13*                      |
| 41    | 0.37           | 0.47                       | 62  | 1.48           | 2.23*                      |
| 42    | 0.39           | 0.51                       | 63  | 1.58           | 2.35*                      |
| 43    | 0.42           | 0.54                       | 64  | 1.76           | 2.45*                      |
| 44    | 0.46           | 0.59                       | 65  | 1.94           | 2.55*                      |
| 45    | 0.50           | 0.64                       | 66  | 2.12           | 2.65*                      |
| 46    | 0.54           | 0.69                       | 67  | 2.30           | 2.75*                      |
| 47    | 0.58           | 0.74                       | 68  | 2.50           | 2.87*                      |
| 48    | 0.60           | 0.79                       | 69  | 2.68           | 2.97*                      |
| 49    | 0.64           | 0.85                       |     |                |                            |

† plus applicable provincial sales tax

\*Available only under Recognition of Prior Coverage

## How To Calculate Your Premium

We will withdraw *your* insurance premiums, plus any applicable provincial sales taxes on the last business day of each month from *your Personal Line of Credit* account.

### To calculate *your* monthly premium:

1. **Determine if you are eligible for a premium rate reduction.** A premium rate reduction is based on *your* average insured balance at time of billing. *Your* average insured balance is based on the sum of:
  - a. *Your* average daily insured outstanding balance on *your Revolving Portion*; and if applicable

- b. Your initial insured balance on each *Term Portion* averaged over the insurance billing period.

**2. For each *Term Portion* of the *Personal Line of Credit*:**

- a. Find the premium rate that applies to *you* based on *your* initial age at the start of *your* term in the rate table;
- b. Multiply the rate by the insured amount of *your Term Portion* of *your Personal Line of Credit* during the insurance billing period and divide it by 1,000;
- c. Multiply the result of 2b by *your Insured Benefit* percentage;
- d. Multiply the result of step 2c by 12; then divide by 365 to get the daily premium;
- e. Multiply the daily premium by the number of days in *your* insurance billing period;
- f. Apply the premium rate reduction (step one), if applicable;
- g. Apply the multi-insured discount, if applicable;
- h. Apply Provincial Sales tax (where required).

**3. For the *Revolving Portion* of the *Personal Line of Credit*:**

- a. Find the premium rate that applies to *you* based on *your* current age in the rate table;
- b. Multiply the rate by the average daily balance of *your Revolving Portion* of *your Personal Line of Credit* during the insurance billing period and divide it by 1,000;
- c. Multiply the result of 3b by *your Insured Benefit* percentage;
- d. Multiply the result of step 3c by 12; then divide by 365 to get the daily premium;
- e. Multiply the daily premium by the number of days in *your* insurance billing period;
- f. Apply the premium rate reduction (step one), if applicable;
- g. Apply the multi-insured discount, if applicable;
- h. Apply Provincial Sales tax, if applicable.

**Examples:**

Your monthly premium is dependent on the number of days in *your* insurance billing period. For illustration purposes, we will use a 31-day billing period in the following examples.

## Single Applicant with *Life Insurance with Revolving Portion only*:

You are:

- 34 years old, living in Quebec
- The *Limit of your Personal Line of Credit* is \$20,000, and the average balance for the *Revolving Portion* of your *Personal Line of Credit* this month was \$10,000
- Your *Insured Benefit* percentage is 100%

Based on the above information, your monthly insurance premium would be:

|                          | Life  | Critical Illness |
|--------------------------|---|------------------|
| Step 1:                  | N/A   | N/A              |
| Step 2:                  | N/A   | N/A              |
| Step 3a:                 | \$0.25                                      | N/A              |
| Step 3b:                 | $\$0.25 \times \$10,000 \div 1000 = \$2.50$ | N/A              |
| Step 3c:                 | $\$2.50 \times 100\% = \$2.50$              | N/A              |
| Step 3d:                 | $\$2.50 \times 12 \div 365 = 0.0822$        | N/A              |
| Step 3e:                 | $0.0822 \times 31 = \$2.5479$               | N/A              |
| Step 3f:                 | N/A   | N/A              |
| Step 3g:                 | N/A   | N/A              |
| Step 3h:                 | $\$2.5479 + 9\% = \$2.7772$                 | N/A              |
| Monthly premium = \$2.78 |   |                  |

In this example, the Life Insurance premium would therefore be \$2.78 for that month.

**Single Applicant with both *Life Insurance* and *Critical Illness* coverage on *Revolving Portion* only:**

You are setting up a *TD Personal Line of Credit* with a \$50,000 *Revolving Portion*.

You are:

- 34 years old, living in Quebec
- You have *Critical Illness Insurance* and *Life Insurance*
- The *Limit* of your *Line of Credit* is \$50,000, and the average balance for the *Revolving Portion* of your *Line of Credit* this month was \$50,000
- Your *Insured Benefit* percentage is 100%.

Based on the above information, your monthly insurance premium would be:

|  | <b>Life</b>   | <b>Critical Illness</b>                                     |
|--|---|---|
| Step 1:  | $((\$50,000 - \$25,000) \times 10\%) \div \$50,000 = 5.0\%$ | $((\$50,000 - \$25,000) \times 10\%) \div \$50,000 = 5.0\%$ |
| Step 2:  | N/A   | N/A   |
| Step 3a:   | \$0.25  | \$0.28  |
| Step 3b:   | $\$0.25 \times \$50,000 \div 1000 = \$12.50$                | $\$0.28 \times \$50,000 \div 1000 = \$14.00$                |
| Step 3c:   | $\$12.50 \times 100\% = \$12.50$                            | $\$14.00 \times 100\% = \$14.00$                            |
| Step 3d:   | $\$12.50 \times 12 \div 365 = 0.4110$                       | $\$14.00 \times 12 \div 365 = 0.4603$                       |
| Step 3e:   | $0.4110 \times 31 = \$12.7397$                              | $0.4603 \times 31 = \$14.2685$                              |
| Step 3f:   | $\$12.7397 \times (1-.05) = 12.1027$                        | $\$14.2685 \times (1-.05) = \$13.5551$                      |
| Step 3g:   | N/A   | N/A   |
| Step 3h:   | $\$12.1027 + 9\% = \$13.1919$                               | $\$13.5551 + 9\% = \$14.7751$                               |
| <b>Monthly premium = \$13.19 + \$14.78 = \$27.97</b> |   |   |

The total monthly premium amount for you would be: \$13.19 + \$14.78 = \$27.97.

## Additional Information

As a general rule, no benefit is payable until there is an outstanding balance on the *Personal Line of Credit*. The following exception applies with respect to the purchase of real estate:

- you enter into an Agreement of Purchase and Sale for a house or other real estate; and
- TD commits to advance funds to pay for the real estate; and
- you suffer a loss that would be covered under this Certificate of Insurance after coverage starts but before the funds are advanced;

then in this instance, any *Personal Line of Credit* funds advanced by TD to pay for the real estate will be included to calculate the benefit.

# Definitions Of The Terms We've Used

The Certificate of Insurance used the following terms, which are identified in *italics*: Words in the singular include the plural and words in the plural include the singular.

## **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.

## **Acute Heart Attack**

The definitive diagnosis of death of heart muscle due to obstruction of blood flow for which the following test results are confirmed:

- an increase of cardiac bio-markers and/or enzymes found in the blood stream, as a result of damaged heart muscle tissue, to levels considered diagnostic for an acute myocardial infarction.

Diagnosis of the *Acute Heart Attack* must be made by a qualified cardiac specialist.

### **Acute Heart Attack does not include:**

- an incidental finding of electrocardiogram changes suggesting a prior myocardial infarction with no corroborating event;
- an increase of cardiac bio-markers and/or enzymes due to coronary angioplasty (a medical procedure involving the ballooning of a narrowed coronary artery) unless there are new elevations of ST segments in the involved electrocardiogram leads considered diagnostic for an acute myocardial infarction; or
- an increase of cardiac bio-markers and/or enzymes in the blood stream due to pericarditis or myocarditis; or
- Angina pectoris and unstable angina or other cardiac events not described above.

## **Aggregate**

The total of all the *Limits of your* insured *Lines of Credit* including any additional coverage *you* are applying for.

## **Application**

The completed written, printed, electronic, and/or telephone *Application for Line of Credit Life Insurance or Line of Credit Critical Illness and Life Insurance*, including the *Confirmation of Continuation of Coverage Form*, and the *Health Questionnaire*, if applicable.

## **Cancer (life-threatening)**

The definite diagnosis of a malignant tumour. This tumour must be characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Types of cancer include carcinoma melanoma, leukemia, lymphoma, and sarcoma.

The diagnosis of Cancer must be made by a Specialist and must be confirmed by a pathology report.

### **Cancer (life-threatening) does not include:**

- carcinoma in situ;
- malignant melanoma to a depth of .75mm or less;
- skin cancer that has not spread beyond the deepest layer of the skin;
- Kaposi's sarcoma;
- Papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 cm in greatest dimension and classified as T1 without lymph node or distant metastasis;
- Stage A (T1A or T1B) prostate cancer; or
- any diagnosis or investigation leading to a diagnosis, which occurs within 90 days when *your* coverage starts.

## Definitions Continued

### Creditor Defined Plan

*Life Insurance or Critical Illness and Life Insurance for a 5-year period of coverage, up to a maximum of \$500,000 for Life and \$500,000 for Critical Illness. Individuals enrolled in this plan must re-apply if seeking to maintain credit protection on their Personal Line of Credit beyond their 5-year period of coverage.*

### Critical Illness Insurance

*Critical Illness Insurance Coverage for Cancer (life-threatening), Acute Heart Attack and Stroke, as more fully described in the "Critical Illness Insurance" section.*

### Critical Illness Insurance Amount(s)

The maximum amount that may be payable as a *Critical Illness Insurance* benefit. It is equal to the lesser of (i) the *Limit of the Personal Line of Credit*, (ii) partial coverage amount based on the *Insured Benefit* percentage indicated on your *Application* or in the letter sent approving you for coverage, or (iii) \$1,000,000. The *Critical Illness Insurance Amount* may change. For more information, please refer to the section "*Insurance Amounts After a Benefit is Paid*".

### Health Questionnaire

The detailed questionnaire that must be completed in order to be considered for the coverage you have applied for on your *Personal Line of Credit* if you answer "YES" to any of the health questions on the *Application* or if the *Aggregate of your insured Limits* is greater than \$500,000.

### Insurance Amount(s)

The *Life Insurance Amount* and/or the *Critical Illness Insurance Amount*, as applicable.

### Insured Benefit

The amount you choose to insure of your *Personal Line of Credit*. You may select an *Insured Benefit* percentage on the *Application for Personal Line of Credits* greater than \$300,000 or we may communicate the coverage percentage of your *Personal Line of Credit*.

### Life Insurance

Includes life and accidental dismemberment coverage.

### Life Insurance Amount(s)

The maximum amount that may be payable as a *Life Insurance* benefit. It is equal to the lesser of (i) the *Limit of the Personal Line of Credit*, (ii) partial coverage amount based on the *Insured Benefit* percentage indicated on your *Application* or in the letter sent approving you for coverage, or (iii) \$1,000,000. The *Life Insurance Amount* may change. For more information, please refer to the section "*Insurance Amounts After a Benefit is Paid*".

### Limit

This is the limit of your *Line of Credit*. For real estate secured *Lines of Credit*, including TD Home Equity FlexLine, this relates to the greater of the plan limit or the credit limit. For all other *Lines of Credit*, this relates to the credit limit.

### Line(s) of Credit

Your secured or unsecured *TD Line of Credit*.

## Definitions Continued

### Personal Line(s) of Credit

Your *Personal Line of Credit* as identified on the *Application*.

### Policy

Group *Policy* #G/H.60158 issued by Canada Life to TD, which provides life and optional *Critical Illness Insurance* coverage, and group *Policy* #G/H.60158AD issued by TD Life to TD, which provides accidental dismemberment coverage.

### Revolving Portion

The part of the *Personal Line of Credit* that is not the *Term Portion*, that allows you to draw down and repay up to the credit limit.

### Stroke

(A cerebrovascular accident resulting in persistent neurological deficits) the definite diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis, hemorrhage, or embolism, with:

- Acute onset of new neurological symptom; and
- New objective neurological deficits on clinical examination, persisting continuously for more than 30 days following the date of diagnosis. These new symptoms and deficits must be corroborated by diagnostic imaging testing showing changes that are consistent in character, location and timing with the new neurological deficits.

#### **Stroke does not include:**

- Transient Ischemic Attacks

### TD

The Toronto-Dominion Bank

### TD Home Equity FlexLine

A *TD Home Equity FlexLine* as identified on an *Application*.

### Term Portion

A *Term Portion* is a portion of your *Personal Line of Credit* that is paid down in regular installments over the course of your selected term. A *Term Portion* is also called a Fixed Rate Advantage Option on a *Personal Line of Credit*.

### You and your

The borrower(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 coverages.**



# Commonly Asked Questions About *Line of Credit Critical Illness and Life Insurance for Your Personal Line of Credit*

## Is This Insurance Mandatory?

Applying for *Line of Credit Critical Illness and Life Insurance* is optional. You aren't required to have this product to obtain any TD products or services. But remember the benefits. If you were to die, suffer a covered accidental dismemberment or be diagnosed with a covered critical illness without it, would your family be able to manage your *Personal Line of Credit* payments?

## Can You Sign Up At Any Time?

Yes. As long as the *Policy* remains in force and you remain eligible to apply, there are no time constraints preventing you from taking advantage of low-cost coverage to protect your *Personal Line(s) of Credit*. Your TD representative will be pleased to provide you with a *Line of Credit Critical Illness and Life 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 review period**. If for any reason you are dissatisfied with your insurance coverage, 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 by phone or by written request. If there is more than one borrower insured on the *Personal Line of Credit*, each insured person must provide a separate request to cancel coverage.

### To Cancel By Phone

You can call TD 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. If you require assistance with contacting TD by phone to cancel, you can visit a TD Branch.

## Why Would *Your* Premium Fluctuate?

*Your* monthly premium is calculated based on *your* age at the end of the billing period, average balance, and the number of days in an insurance billing period. *Your* age can change at time of billing and the number of days in an insurance billing period may change from month to month, so *your* monthly premium can change even if *your* balance stays the same.

*Your* insurance billing period starts on the second last business day of the previous month and ends on the third last business day of the current month.

## Is *Your* Balance Covered In Full?

There are situations where *your* insurance coverage is less than *your* outstanding debt.

The maximum available coverage on all *your Lines of Credit* combined is:

- \$1,000,000 for *Life Insurance*; and
- \$1,000,000 for *Critical Illness Insurance*.

If *your Limit* for all of *your* insured *Lines of Credit* is higher, *you* may have partial coverage on some of the *Lines of Credit*. Also, if *you're* not eligible for insurance based on *your* health or age, *you* might be approved for coverage if *you* were insured on a previous product. Sometimes, depending on the amount *you* were previously insured for, this means that the maximum benefit under *your* new *Personal Line of Credit* is less than the full *Limit*.

Also, even if the maximum benefit payable on *your Personal Line of Credit* is the full amount of *your Limit*, in some cases, benefits can be limited. Limitations can apply if *you* didn't have to provide evidence of good health for *your* coverage, or if *you* suffer related symptoms in the 12 months before *you* die or are diagnosed with a covered critical illness.

For more information, please refer to sections "Maximum *Life Insurance* Coverage Amounts You Can Apply For" and "Maximum *Critical Illness Insurance* Coverage Amounts You Can Apply For" in this booklet.

## 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 Personal Line of Credit*.

### For Example:

*Your* insurance will end when *you* turn 70 years old or if *you* have accumulated a total of 3 months of unpaid premiums.

For more information, please refer to sections “When Your Life Insurance Ends” or “When Your Critical Illness 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 *Line of Credit Critical Illness and Life 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 at **1-888-983-7070**.

## 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**: <https://www.tdinsurance.com/customer-service/problem-resolution>.

## Who Do I Contact For More Information?

For information or questions on your *Line of Credit Critical Illness and Life Insurance*, please contact TD at **1-888-983-7070**.

# 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.

You may not withdraw your consent for these purposes.

Within TD we may also share Information world-wide, other than health-related Information, to allow other businesses within TD to tell you about products and services. In order to understand how we use your Information for marketing purposes and how you can withdraw your consent, refer to the Marketing Purposes section below.

## Additional Collections, Uses And Disclosures

**Social Insurance Number (SIN)** – If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada).

If we ask for your SIN for other products or services, it is your option to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your Information separate from that of other customers with a similar name, including through the credit granting process.

You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

**Credit Reporting Agencies and Other Lenders** – For a credit card, line of credit, loan, mortgage or other credit facility, merchant services, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during

the Application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks. You may choose not to have us conduct a credit check in order to assess an Application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites [www.consumer.equifax.ca](http://www.consumer.equifax.ca) and [www.transunion.ca](http://www.transunion.ca). Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

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

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

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

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

We may use your Information to:

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

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

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

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

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

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

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



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

## More Information

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

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

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

# Protecting Your Personal Information

At The Canada Life Assurance Company we recognize and respect the importance of privacy.

## **Your personal information:**

- When you apply for coverage, we establish a confidential file that contains your personal information like your name, contact information, and products and coverage you have with us. Depending on the products or services you apply for and are provided with, this may also include financial or health information.
- Your information 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 personal information in your file by sending a request in writing to Canada Life.

## **Who has access to your information:**

- 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 order to assist in fulfilling the purposes identified below, we may use service providers located within or outside Canada.
- Your personal information may also be subject to disclosure to public authorities or others authorized under applicable law within or outside Canada.

## **What your information is used for:**

- Personal information that we collect will be used for the purposes of determining your eligibility for products, services or coverage for which you apply, providing, administering or servicing products or coverage you have with us, and for Canada Life's and its affiliates' internal data management and analytics purposes.
- This may include investigating and assessing claims, paying benefits, and creating and maintaining records concerning our relationship.

The consent given in this form will be valid until we receive written notice that you have withdrawn it, subject to legal and contractual restrictions. For example, if you withdraw your consent, we may not be able to continue to adjudicate or administer a claim for benefits.

**If you want to know more:**

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](http://www.canadalife.com).

Chief Compliance Officer

The Canada Life Assurance Company

330 University Ave Toronto, ON M5G 1R8

Chief\_Compliance\_Officer@canadalife.com

1-800-380-4572

## **About Line of Credit Critical Illness and Life Insurance**

Accidental dismemberment coverage is provided by TD Life Insurance Company (“TD Life”) under group Policy #G/H.60158AD. All other coverages are provided by The Canada Life Assurance Company (“Canada Life”) under group Policy #G/H.60158. TD Life is the authorized administrator for Canada Life.

## **Please ask us**

If you have any questions about your Line of Credit Critical Illness and Life Insurance, we'd like to hear from you. You can contact your nearest TD 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 (chapter D-9.2)*

**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: \_\_\_\_\_  
(Date of signature of contract)

In: \_\_\_\_\_  
(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.**