



## TD ACCIDENT DISABILITY INSURANCE PLAN

### Insurance Certificate Package

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*Your* TD Accident Disability Insurance Plan Certificate # 555 000 596 is enclosed in this booklet



## Thank you for trusting TD Insurance

Your TD Accident Disability Insurance Plan is an excellent way to expand *your* insurance protection and help *you* and *your* family when *you* need it most.

### Your Benefits

- **Tax Free Monthly Benefit**

*You'll* receive tax-free *monthly benefits* – paid directly to *you* and deposited to *your* bank account – for up to 24 months if *you* become disabled as a result of an accident. *You* will also receive one (1) additional tax-free *recovery benefit* payment at the end of *your disability* period.

- **Coverage up to *your* 70th birthday**
- **Easy claim submission process**

### Limitations and Exclusions

As with most insurance, *your* coverage includes limitations and exclusions that may affect the way *we* assess *your claim* and pay *your* benefit. For example, *we* will not pay *monthly benefits* if *you* become disabled within 6 months of *your* enrolment or *reinstatement effective date* if *your disability* is a result of a *pre-existing condition*.

Please take some time to familiarize *yourself* with what *your* insurance covers on page 7 and 9 under “What Benefits are Provided” and “What is Excluded”.

### If *you* need to make a claim

Simply call *us* at 1-888-788-0839 so *we* can start *your claim* immediately. Please refer to page 12, “How Do I Make A Claim” for what *you* need to submit *your claim* quickly and easily.

### Keep *us* up to date if *your* personal information changes

Make sure to keep *your* personal information up to date. Please call *us* immediately if:

- *Your* banking or credit card information changes to ensure that *your* payments are received on time and *your* coverage remains active.
- *Your* contact information changes including *your* phone number, address or email address.

### We're here for *you*

*You* are important to *us*. If *you* have any questions about how *your* coverage works or *you* need advice about *your* overall insurance needs, please contact *us* at 1-888-788-0839, Monday to Friday, 8 a.m. to 10 p.m. (ET) and Saturday 10 a.m. to 6 p.m. (ET) and we'll be happy to help.

# WELCOME TO TD INSURANCE

Thank *You* for enrolling in The TD Accident Disability Insurance Plan

## Insurance Certificate

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

**TD Insurance**  
TD Accident Disability Insurance Plan

January 1, 2023

Warden Boffet  
123 Address  
City, Province  
A1A 1A1

## Important information about *your* TD Accident Disability Insurance Plan under Group *Policy*: TDL024

**Insurance Certificate #: 555 000 596**

Insured by: TD Life Insurance Company\*

Dear **Warden Boffet**

Thank *you* for choosing TD *Accident Disability* Insurance Plan. *You've* taken an important step in getting financial protection for *you* and *your* family.

Enclosed in this booklet, *you* will find *your* insurance certificate and important information about *your* coverage.

### What *you* need to know

- *Your* insurance certificate (page 6) is an important record for *your* TD *Accident Disability* Insurance Plan *you* purchased on July 25, 2023. Please read it carefully.
- Please file *your* insurance certificate in a safe place. If it is ever lost, destroyed or misplaced, simply contact *us* to request a duplicate copy.
- *Your* first payment will be on July 25, 2023 and continue on the 25<sup>th</sup> of every month.
- *You* have a **30 day review period** from *your effective date* of coverage to review *your* insurance certificate to make sure it meets *your* needs. If *you* decide to cancel *your* coverage during this period, please contact *us* at **1-888-788-0839**.

\*TD Life Insurance Company is the authorized administrator for this insurance. For more details on insurer and/or administrator information, please refer to the Insurance Certificate. All trade-marks are the property of their respective owners. ®The TD logo and other TD trade-marks are the property of The Toronto-Dominion Bank.



**We're here for you**

Thank *you* for allowing *us* to help *you* with *your* insurance needs. If *you* have any questions about *your* coverage or need assistance, *we* are happy to help. Please call *us* at **1-888-788-0839**, Monday to Friday, 8 a.m. to 10 p.m. (ET) and Saturday 10 a.m. to 6 p.m. (ET).

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Hardy'.

**Mark Hardy**  
Vice President, Life and Health  
TD Life Insurance Company



## This is *Your* TD Accident Disability Insurance Plan Certificate

This Insurance Certificate outlines *your* coverage provided under the Group Master Policy.

In this Insurance Certificate, *you* and *your* refers to the *insured person* who is insured under this plan.

*We, us* and *our* refers to TD Life Insurance Company (TD Life) who is *the insurer* of this plan.

We agree to insure *you* subject to the terms and conditions outlined in this Insurance Certificate.

Warden Boffet  
123 Address  
City, Province  
A1A 1A1

### Coverage Summary

<i>Premium Amount</i>	\$16.69
<i>Premium Payment Frequency</i>	Monthly
<i>Premium Due Date</i>	25 <sup>th</sup> of every month
<i>Premium Payment Account Type</i>	Bank Account
<i>First Premium Due Date</i>	July 25, 2023
<i>Effective Date</i>	July 25, 2023

Coverage Details	Insured Person:
	Warren Boffet
<i>Certificate Holder First Name</i>	Warren
<i>Certificate Holder Last Name</i>	Boffet
<i>Issue Age</i>	34
<i>Date of Birth</i>	January 1, 1989
<i>Monthly Benefit</i>	\$1,500
<i>Reinstatement Effective Date</i>	July 25, 2023
<i>Coverage Ends On</i>	July 25, 2025

All amounts and benefits are stated in Canadian Funds, and taxes are included where applicable.



## Eligibility

To be eligible for this insurance, *you*:

- must be between the ages of 18 and 60 on *your effective date*;
- must be a Canadian resident;
- must be in Canada at time of enrolment;
- must have answered the enrolment questions truthfully and completely at time of enrolment.

A Canadian resident is any person who:

- is legally entitled to remain in Canada for at least the next one year; and
- has been a resident in Canada for 183 of the past 365 days (days do not need to be consecutive).

## What Benefits Are Provided?

All benefits are subject to the terms and conditions, including applicable exclusions as set out in this Insurance Certificate. For additional benefit details, please refer to the "Coverage Summary".

Your TD Accident Disability Insurance Plan provides the following benefits:

- **Disability Benefit:** Monthly tax-free benefits paid directly to *you* if *you* become *disabled* within 90 days of an *accident*.
  - *Accident* means a bodily *injury* that occurs as a direct result of a violent, sudden and unexpected action from an outside source to *you*, while *you* are insured under this Insurance Certificate. *Accident* does not include:
    - Any illness, medical condition or congenital defect; or
    - *Injuries* resulting either directly or indirectly from any illness, medical condition or congenital defect.
- **Recovery Benefit:** a single *monthly benefit* paid at the end of each *disability* period.



## How Much Do I Pay?

**Your premium payment is based on your coverage amount and is outlined in the “Coverage Summary”.**

- *Premiums* are due in advance on the *premium due date* and will be collected on a monthly basis, directly debited from a bank account or a credit card.
- The first *premium* is due on the first *premium due date* outlined in the “Coverage Summary”. If a payment is not made by its due date, we will allow a **grace period of 60 days from the premium due date**, during which time this Insurance Certificate will remain active. However, if payment is not made by the end of the *grace period*, your coverage will end.
- The *certificate holder* must notify us to change the method of *premium* payments.
- We may change *premiums* from time to time. If we do, the same change will apply to all *insured persons* under the Group Master Policy. If we find it necessary to change *premiums*, we will provide you 30 days written notice in advance at the most recent address we have. Notice will include the new *premiums* and the *effective date* of the change. If tax rates change, your *premiums* will change accordingly without notice to you.

## Your Benefit Payments

**How and when we pay your monthly benefits**

- *Monthly benefits* will be paid directly to you and directly deposited to your bank account on the first business day of the month following the starting date of *disability*,
- If you are *disabled* for a portion of any month, your benefit payment will be pro-rated accordingly.
- A *Recovery Benefit* will be paid to you at the end of each *disability period*.

**Recurrent disability payments**

- If you become *disabled* due to a *recurrent disability*, we will resume *monthly benefit* payments. This will be considered a continuation of the *disability period* and will not exceed the *maximum benefit period*.

*Recurrent disability* means a *disability* that :

- is within 12 months after your *monthly benefits* end, and
- occurs from the same or related cause before the end of the *maximum benefit period*.





## What is Excluded?

We will not pay *monthly benefits*, and *premiums* will not be refunded for any *disability* that results, directly or indirectly, from one or more of the following:

- a *Pre-existing condition* that results in *you* becoming *disabled* within 6 months of the *effective date*;
- use of illegal or illicit drugs or substances, or misuse of medication obtained with or without prescription;
- participation in war (declared or undeclared) or hostile action of the armed forces of any country, insurrection or civil commotion;
- *you* operate any land, water or air transportation that is moved or operated by any means other than muscular power while *your* blood alcohol concentration exceeds 80 milligrams of alcohol per 100 milliliters of blood or while *you* are under the influence of any drug, intoxicant, narcotic or poisonous substance except as prescribed by a *physician* or as directed by the manufacturer in the case of non-prescribed medication;
- elective cosmetic surgery;
- while committing or attempting to commit a criminal offence, or while incarcerated;
- intentional self-inflicted *injury*,

### Out of Country Exclusion

We will not pay *monthly benefits* for any *disability* that occurs outside of Canada if the *disability* occurs within the first 12 months immediately following the *effective date*.

If *you* become *disabled* and the coverage has been in force for more than 12 months and the *starting date of disability* occurs while *you* are outside of Canada, *you* must return to Canada within 90 days of the *starting date of disability* before a *claim* may be submitted. *Your elimination period* will begin upon *your* return to Canada.

### While *you are* outside of Canada:

- we will not consider *you* to be *disabled*;
- the *elimination period* will not begin or continue; and
- we will not pay *monthly benefits* or waive *premiums*.



Expiry or the cancellation of the group master *policy* will be without prejudice to any eligible *claims* arising prior to the expiry or cancellation. In no case will insurance be provided with respect to any *claim* arising after the termination of the group master *policy*.

## What Are The Coverage Minimums and Maximums?

### Total Coverage Provision

You cannot have total coverage under one or more *Accident Disability Insurance Certificates* issued by TD Life Insurance Company which are in excess of the *monthly benefit* and *maximum benefit period* described in this Insurance Certificate. If we find that you have more coverage than permitted, excess coverage will be terminated and any collected *premiums* for the excess coverage will be refunded without interest.

### Maximum Benefit Period

The *maximum benefit period* is 24 months following the date of *disability* per *disability period*. The maximum amount paid is calculated by multiplying the *monthly benefit* amount by 24 months.

### Maximum Recovery Benefit

The maximum *Recovery Benefit*, which is paid at the end of the *disability period*, equals a single *monthly benefit* per *disability period*. This means you will receive an additional one-time maximum monthly benefit of \$500, \$1,000 or \$1,500 (as reflected in the "Coverage Summary") per *disability period*.

### Increasing and decreasing *your* coverage amounts

- You can increase *your* coverage amount. Additional coverage will be treated as a new enrolment for which a new Insurance Certificate will be issued, is subject to eligibility, and cannot exceed the total coverage described above under section "Total Coverage Provision".
- You can reduce *your* coverage amount at any time by calling us and we will change *your* *premiums* to reflect *your* new coverage amount.

## When Coverage Begins And Ends

*Your* coverage begins on the date *you* enroll. This is *your effective date* of coverage outlined in the "Coverage Summary".



**Your coverage remains in effect until the earliest of the following dates:**

- *your 70th birthday;*
- *a premium payment remains due but unpaid by the end of the grace period causing your coverage to lapse;*
- *we receive a verbal or written request from you to cancel coverage; or*
- *the date of your death.*

**Note:** If notice is received that *you* passed away, coverage terminates and any *premiums* withdrawn after the date of death will be refunded.

**If you choose to cancel your coverage:**

- *We will end coverage when we receive your verbal or written request to cancel your coverage. We will refund any premiums we may owe.*

**We will end your coverage if:**

- *a premium payment remains due but unpaid by the end of the grace period*
- *we conclude misrepresentation of your enrolment or a fraudulent claim is made*
- *the maximum benefit period is reached in the event of a total and permanent disability.*

## Reinstating Your Coverage

**If your coverage lapses, you can choose to reinstate:**

- *You may make a request within two (2) years of the lapse date.*
- *Coverage will not be reinstated or placed back in effect until all past due premiums have been paid.*
- *No claims will be payable if your start date of disability occurs while the insurance was not in effect (the period between the lapse and reinstatement effective date).*
- *At time of reinstatement, the pre-existing condition exclusion period will restart.*
- *You must provide us with evidence of eligibility for the insured person that we consider satisfactory.*



## What If I Enroll, But Later Change My Mind?

You have a **30 day review period** from *your effective date* of coverage as outlined in the “Coverage Summary” to review the benefits provided and decide whether or not the coverage meets *your* needs. If *you* decide to cancel *your* coverage during this period, please call *us* at **1-888-788-0839** and *your* Insurance Certificate will be cancelled as of the *effective date*. *Premiums* withdrawn during this period will be refunded.

If *you* decide to cancel *your* coverage any time after, please call *us* at **1-888-788-0839** and—if there are no *claims* pending—we will cancel *your* coverage and refund any *premiums* we may owe *you*.

**Note:** Only the *certificate holder* can cancel *your* coverage.

## How Do I Make A Claim?

Please call *us* immediately at **1-888-788-0839** to start *your claim*. When a *claim* is approved we will waive *your premium* payments during the *disability period* and *your* coverage will remain in effect.

**What you'll need to make *your claim*:**

- Completed *claim* forms, proof of *accident*, proof of *pre-disability income* and any supplementary information *we* determine relevant to assess *your claim*.
- Authorization for *us* to request, access or collect medical records and other information from sources that *we* determine relevant to assess *your claim*, including past or present *physicians*.
- *We* may conduct an interview over the phone or in person.
- *We* may require *you* to be examined or assessed by any *physician* that *we* choose to assess *your claim* when and as often as may be reasonably required.

**Note:** *We* may ask for any of the above as ongoing evidence of *disability* from time-to-time while *you* are *disabled* and receiving *monthly benefits*. Proof of *claim* is at *your* expense.

***We* must receive a *claim* within a specific time as outlined below:**

- *Claims* must be received within 90 days of the date of *disability*.



- We may ask for proof in one or more forms described above. If we do, the claimant must provide the requested proof within 30 days. If unable to meet the 30 days, we may grant an extension which must be agreed upon between us and the claimant.

**Before we pay a claim:**

- We must have satisfactory proof of *your* correct date of birth.
- We must be satisfied that the person claiming payment is legally entitled to it.
- We will verify the eligibility questions asked when *you* applied for coverage.

**You or an authorized person (Subject to applicable law) making a claim on your behalf may request from us:**

- a copy of the enrolment form;
- a copy of the Insurance Certificate; and
- a copy of any other documents we require *you* to submit.

## Additional Information About Your Coverage

- **Assignment:** This Insurance Certificate may not be transferred or assigned.
- **Group Master Policy:** All benefits under this Insurance Certificate are subject in every respect to the Group Master Policy, which alone constitutes the agreement under which *monthly benefits* will be provided. The principal provisions of the Group Master Policy affecting *insured persons* are summarized in this Insurance Certificate.
- **Integration of Benefits:** Subject to the Total Coverage Provision, if *you* have other insurance in addition to this Insurance Certificate we will not pursue any integration or coordination of benefits including if *you* receive *disability* payments from another source (For example: employer, government or other individual *disability* insurance coverage).
- **Legal Action:** Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation in *your* province or territory. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.



- **Misrepresentation**

- We rely on the truth and completeness of the statements and answers *you* give *us* as evidence of insurability.
- *You* understand that *we* may void *your* insurance coverage if *you* have concealed or misrepresented any information.
- After insurance has been in effect for two (2) years from the *effective date* or *reinstatement effective date*, *we* will treat all of the answers *you* gave as evidence of insurability as true, except for cases of fraudulent misrepresentation. This does not apply to information about *your* date of birth, in which case, section "Misstatement of Age" above will apply.

- **Misstatement of Age**

If an Insurance Certificate is issued to *you* based on an incorrect age, one of the following may apply:

- if *you* are still eligible for insurance, the *premium* amount will be adjusted to the correct amount based on *your* correct date of birth *on your effective date*; and
  - If overpaid, *we* will refund the excess *premiums* calculated at the time a *claim* is made against this Insurance Certificate; or
  - If underpaid, *we* will decrease the benefit amount by the amount underpaid at the time a *claim* is made against this Insurance Certificate;
- If *you* are not eligible for insurance, all coverage under this Group Master *Policy* will be considered never to have been in force and *we* will refund all *premiums* paid.

- **Non-Participating and Cash Values:** This Insurance Certificate and the Group Master *Policy* under which it was issued are non-participating and have no cash values.

- **Waiver:** *We* shall not be deemed to have waived or changed any condition of this Insurance Certificate, either in whole or in part, unless such waiver or change is clearly expressed in writing and signed by an officer of *ours*.

- **English Language:** It is the express wish of the parties that this Insurance Certificate and all related documents, including notices and other communications, be drawn up in the English language only.

- This Insurance Certificate # 555 000 596 is issued under Group Master *Policy* TDL024 to The Toronto-Dominion Bank (TD Bank) by TD Life.



## Definitions of the Terms We've Used

This Insurance Certificate used the following terms, which are identified in italics:

**Accident** means a bodily *injury* that occurs as a direct result of a violent, sudden and unexpected action from an outside source to *you*, while *you* are insured under this Insurance Certificate. *Accident* does not include:

- Any illness, medical condition or congenital defect; or
- *Injuries* resulting either directly or indirectly from any illness, medical condition or congenital defect.

**Certificate Holder** means the person or party who owns the Insurance Certificate.

**Claim** means a demand made by the *insured person* for payment of the *monthly benefits* provided in this coverage.

### **Disability / Disabled**

If the *Insured Person* is working at least 20 hours per week and is employed at the *starting date of disability*:

- **Disability / Disabled** means that due to an *injury*, the *insured person*:
  - is unable to perform the essential duties of their *regular occupation*; and
  - is not working in any *gainful occupation*; and
  - is under the regular care of a *physician* and receiving *suitable treatment*.

If the *insured person* is not working for at least 20 hours per week, or is unemployed at the *starting date of disability*:

- **Disability / Disabled** means that due to an *injury*, the *insured person*:
  - is unable to perform the essential duties of any *gainful occupation* for which they have the minimum qualifications; and
  - is not working at all; and
  - is under the regular care of a *physician* and receiving *suitable treatment*.

**Disability Period** means the period under which the *insured person* is *disabled* and is receiving *monthly benefits*. The *disability period* is a maximum of two (2) years including recurring *disability*.



**Effective Date** means the date(s) coverage(s) start, as outlined in the "Coverage Summary".

**Elimination Period** means the first 30 consecutive days after the *start date of disability* that the *insured person* must be *disabled* before *monthly benefits* begin. No benefit will be paid and no benefit will accrue during this period.

**Gainful Occupation** means any work for wages or profit that is generating, or could reasonably be expected to generate *income* equal to 50% or more of *your pre-disability income*.

**Grace Period** means the length of time after a *premium* is due and unpaid during which the coverage, remains in force (60 days). If the full *premium* is paid during the *grace period*, the *premium* is considered to have been paid on time.

**Income** means all of the *insured person's* employment wages, salaries, fees and commissions.

**Injury / Injuries** means bodily harm or damage that is caused solely and directly by an *accident* that occurs after the *effective date* and while coverage is active.

*Injury* does not include:

- Any illness, medical condition or congenital defect; or
- *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 this Insurance Certificate took effect.
- How the *insured person* came to suffer from the illness or condition; and whether the illness, condition or defect or resulting *injury* was expected or unexpected.

**Insured Person** means the person insured for the benefits provided under the Insurance Certificate.

**Lapse** means termination of coverage because the *premium* was not paid within the *grace period*.

**Maximum Benefit Period** means the longest period of time that we will pay *monthly benefits* for any one period of *disability*. We will not pay *monthly benefits* beyond the *maximum benefit period* even if a period of *disability* lasts longer than the *maximum benefit period*. The *maximum benefit period* does not restart and cannot be exceeded during a period of *disability* regardless if the cause of *disability* changes.

**Monthly Benefit** means the maximum monthly payable benefit the *insured person* is entitled to – which is outlined in the "Coverage Summary" – that we will pay while the *insured person* is *disabled*.





**Physician** means a qualified, independent doctor, licensed and practicing medicine in Canada. For the purpose of diagnosis of an *insured person*, *Physician* does not mean that *insured person* or a relative of that *insured person*.

**Policy** refers to master group *policy* TDL024 between TD Life and TD Bank.

**Pre-Disability Income** means the *insured person's* average monthly *income* during the 24 months immediately prior to the *start date of disability*.

**Pre-Existing Condition** means an *injury* or illness for which an *insured person* had symptoms, received medical consultation, advice or treatment including any diagnostics tests, care or services, including prescribed medication during the 6 month period immediately prior to the *effective date* of coverage.

**Premium** means price of insurance protection for a specified risk for a specified period of time.

**Premium Due Date** means the date when *your* insurance *premiums* are due to *us* and the day of the month that *premiums* are withdrawn from *your* credit card or bank account.

**Recovery Benefit** means one additional *monthly benefit* of \$500, \$1,000 or \$1,500 (as reflected in the "Coverage Summary") paid to the *Insured Person* at the end of each *disability period*.

**Recurrent Disability** means a *disability* that:

- is within 12 months after *your* *monthly benefits* end, and
- occurs from the same or related cause before the end of the *maximum benefit period*.

**Regular Occupation** means the occupation(s) which the *insured person* regularly performed at the *start date of disability*. *Regular occupation* refers to types of work or vocations rather than to the specific duties of a particular job or work at or with a particular business.

**Reinstatement** is the restoration of a lapsed Insurance Certificate as described in the section "Reinstating *your* Coverage".

**Reinstatement Effective Date** is the date this Insurance Certificate is reinstated as described in the section "Reinstating *your* Coverage".

**Start(ing) Date of Disability** means the first day the *insured person* is *disabled*.

**Suitable Treatment** means the form of health care that *physicians* generally consider effective for a condition causing or contributing to *disability*. To the extent reasonably possible, the purpose of the health care must be to enable the *insured person* to return to work. The health care must be provided under the supervision of, and with the approval of a *physician*.



**Total and Permanent Disability** means *you* are physically or mentally incapable of working in *your* own or in any occupation based on *your* training, education, or experience. Medical improvement is not expected and *you* are unlikely able to work again.

**We, Us, Our and the Insurer** refers to TD Life.

**You and Your** refers to the *insured person(s)* who is/are insured under the Insurance Certificate.

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

## Contact Information

**TD Insurance**  
TD Life Insurance Company  
P.O. Box 1 TD Centre  
Toronto, Ontario, M5K 1A2  
**Tel: 1-888-788-0839**



## Declaration and Authorization For *Your* TD Accident Disability Insurance Plan Coverage

Please read carefully

When *you* enrolled in this insurance *you* declared and agreed that:

- *You* will inspect the Insurance Certificate to verify that its terms are satisfactory.
- All *your* statements and answers are *your* true and complete statements and answers to the questions. The concealment, misrepresentation or false declaration in the enrolment form could void *your* coverage under the Insurance Certificate.
- Payment of any benefits is subject to the terms and conditions as described in the Insurance Certificate.
- *You* have a **30 day review period** from *your effective date* of coverage as outlined in the Coverage Summary to review the benefits provided and decide whether or not the coverage meets *your* needs. If *you* decide to cancel *your* coverage during this period, please call *us* at 1-888-788-0839 or submit *your* request in writing and *your* Insurance Certificate will be cancelled as of the *effective date*. If *you* decide to cancel *your* coverage any time after—provided there are no *claims* pending—we will refund any unearned premiums *you* may have paid.
- *We* may change *premiums* from time-to-time. If *we* do, the same change will apply to all *insured persons* under the Group Master Policy.
- No insurance coverage will start until *your effective date* or last *reinstatement effective date* of coverage as outlined in the Insurance Certificate.
- The purchase of this insurance is voluntary and is not required in order to obtain any other product or service from *us* or *our* affiliates.
- The answers that *you* have provided form a part of the application along with any supplementary applications or forms that *we* may require.
- The answers that *you* have provided form a part of the application along with any supplementary applications or forms that *we* may require.



### Authorization

As set out in *our* Privacy Agreement located at [td.com/privacy](https://td.com/privacy), *you* agree that *we* may share *your* personal information with *our* world-wide affiliates, and re-insurers, as well as with *our* service providers. *We* may also use *your* information to: identify *you*; provide *you* with ongoing service; help *us* serve *you* better; protect *us* both from *fraud* and error; comply with legal and regulatory requirements. *We* may communicate with *you* for any of these purposes by telephone or other electronic means at the numbers *you* have provided or by mail and email.

### Payment By Bank Account

*You* have selected *premium* payment by pre-authorized account withdrawals, and *you* authorize TD Life, on its own behalf, to withdraw insurance *premium* on a monthly basis. Withdrawals will start after the date the Insurance Certificate is issued and continue monthly on the same date thereafter.

Do *you* understand and agree to the above terms and conditions?

*Your* response: Yes

### Use of Information

*We* may share *your* non-health personal information with *our* affiliates to offer products and services to *you*, by telephone, at the numbers *you* have provided *us*, or by internet and mail or other methods. *You* may choose not to be contacted regarding direct marketing offers by informing TD Life.

Do I have *your* consent?

*Your* response: Yes



## Privacy Agreement

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

***You* acknowledge, authorize and agree as follows:**

### Collecting And Using *Your* Information

**At the time *you* request to begin a relationship with *us* and during the course of *our* relationship, *we* may collect Information including:**

- details about *you* and *your* background, including *your* name, address, contact information, date of birth, occupation and other identification
- records that reflect *your* dealings with and through *us*
- *your* preferences and activities.

**This Information may be collected from *you* and from sources within or outside TD, including from:**

- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- other financial or lending institutions
- organizations with whom *you* make arrangements, other service providers or agents, including payment card networks
- references or other information *you* have provided
- persons authorized to act on *your* behalf under a power of attorney or other legal authority
- *your* interactions with *us*, including in person, over the phone, at the ATM, on *your* mobile device or through email or the Internet
- records that reflect *your* dealings with and through *us*.



You authorize the collection of Information from these sources and, if applicable, you authorize these sources to give us the Information.

**We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:**

- verify your identity
- evaluate and process your application, accounts, transactions and reports
- provide you with ongoing service and information related to the products, accounts and services you hold with us
- analyze your needs and activities to help us serve you better and develop new products and services
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with you
- help us collect a debt or enforce an obligation owed to us by you
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

## Disclosing Your Information

**We may disclose Information, including as follows:**

- with your consent
- in response to a court order, search warrant or other demand or request, which we believe to be valid
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us
- to suppliers, agents and other organizations that perform services for you or for us, or on our behalf
- to payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you
- on the death of a joint account holder with right of survivorship, we may release any information



regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death

- when we buy a business or sell all or part of our business or when considering those transactions
- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law.

## Sharing Information Within TD

Within TD we may share Information world-wide, other than health-related Information, for the following purposes:

- to manage your total relationship within TD, including servicing your accounts and maintaining consistent Information about you
- to manage and assess our risks and operations, including to collect a debt owed to us by you
- to comply with legal or regulatory requirements.

You may not withdraw your consent for these purposes.

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

## Additional Collections, Uses And Disclosures

**Social Insurance Number (SIN)** – If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the *Income Tax Act* (Canada). If we ask for your SIN for other products or services, it is your option to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your Information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.



**Credit Reporting Agencies and Other Lenders** – For a credit card, line of credit, loan, mortgage or other credit facility, merchant services, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites [www.consumer.equifax.ca](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 pre-screening 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.





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**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.



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**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 [td.com/privacy](http://td.com/privacy) or contact *us* for a copy.

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

If *you* wish to opt-out or withdraw *your* consent at any time for any of the opt-out choices described in this Agreement, *you* may do so by contacting *us* at **1-888-788-0839**. Please read *our* Privacy Code for further details about *your* opt-out choices.







**TD Insurance**

TD Life Insurance Company

P.O. Box 1

TD Centre

Toronto, Ontario M5K 1A2

**TD Insurance**  
TD Accident Disability Insurance Plan

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#OwnerFirstName #OwnerLastName

#AddressLine1

#AddressLine2

#AddressLine3

PERSONAL AND CONFIDENTIAL