



## **TD ACCIDENTAL DEATH INSURANCE PLAN**

### **Insurance Certificate Package**

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Your TD Accidental Death Insurance Plan Certificate # 983 003 357 is enclosed in this booklet







This Insurance Certificate contains a provision removing or restricting the right of the *insured person* to designate persons to whom or for whose benefit insurance money is to be payable. This means only the *insured person* can designate or change the beneficiary, if applicable to *your* coverage. For additional details, please refer to section "Beneficiary Information".

## Introduction To *Your* Insurance Coverage

This Insurance Certificate outlines the following details about *your* coverage:

- We agree to insure *you* and if also designated, *your spouse* and *your dependent child(ren)*, subject to the terms and conditions.
- This Insurance Certificate # 983 003 357 is issued under Group Master Policy TDL025 by TD Life.
- TD Life is the authorized administrator for this insurance.
- Each *insured person's* coverage begins on that *insured person's effective date* and continues until coverage ends. For additional details, please refer to section "When Does *Your* Coverage End?"

The terms and conditions of *your* coverage under the *policy* consist of:

- this Insurance Certificate; and
- *your* telephone, or online enrollment form.

In *your* enrollment form, *you* confirmed that *you* and if also enrolled, *your spouse*, and *your dependent child(ren)*, were eligible for this coverage. To be eligible for this insurance:

- the *primary insured* must be a customer of TD Bank Group (TDBG);
- an *insured person* must be a Canadian resident;
- an *insured person* must be in Canada at time of enrollment; and
- an *insured person* must be between the ages of 18 and 65 on that *insured person's effective date*. For *dependent child(ren)*, please refer to section "Definitions of the Terms We've Used" for details about age requirements.

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).



## Misstatement of Age

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

- if an *insured person* is still eligible for insurance, the premium amount will be adjusted to the correct amount based on the correct date of birth at that *insured person's 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 the *primary insured* is not eligible for insurance, all coverages under this Insurance Certificate will be considered never to have been in force and we will refund all premiums paid; or
- if the *spouse* or *dependent child(ren)* is/are not eligible for insurance, the *spouse's* or *dependent child(ren)'s* coverage under this Insurance Certificate will be considered never to have been in force and we will refund all premiums paid for the *spouse's* or *dependent child(ren)'s* coverage.

## Beneficiary Information

- Only the *primary insured* has the right to designate or change revocable and/or irrevocable beneficiary(ies). To designate or change a beneficiary, the *primary insured* may ask us to send a "Request for a Change of Beneficiary Form" to complete and return. We will confirm to the *primary insured* in writing of any changes made to the beneficiary information.
- If payment of a benefit for the *primary insured's Accidental Death Insurance* is made, the payment will be made to the *primary insured's* beneficiary(ies). If no beneficiary(ies) is named, the payment will be made to the *primary insured* or their estate.
- If payment of a benefit for the *spouse's* or *dependent child(ren)'s Accidental Death Insurance* is made, the payment will be made to the *primary insured*. If the *primary insured* dies before payment of benefit, the payment will be made to the *primary insured's* beneficiary(ies), or estate if no beneficiary(ies) is/are named.



## 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.

## Reinstating your Coverage

If your coverage ended because it has *lapsed*, you may request to have it put back into effect. This process is called *reinstatement*.

You may make a request within two years of the lapse date to have your coverage *reinstated*. In order to *reinstate* your coverage in that time period, you must meet all of the following criteria:

- The *insured person* must be alive;
- You must pay us all unpaid premiums due from the *lapse date* up to and including the *reinstatement effective date*;
- You must request for your coverage to be reinstated by calling us at 1-888-788-0839; and
- 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.

**Note:** Only the *primary insured* can request to cancel coverage for an *insured person*.

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".

## What Benefits Are Provided?

### Accidental Death Insurance Benefit

When the *primary insured* suffers an *accident*, which results in death, we will pay the *primary insured's* beneficiary(ies) (or the *primary insured's* estate if no beneficiary(ies) is/are elected) the *Accidental Death Insurance* amount specified in the *primary insured's* "Coverage Summary".

When the *spouse* or *dependent child(ren)* suffers an *accident*, which results in death, we will pay the *primary insured* (or the *primary insured's* beneficiary(ies) or estate if no beneficiary(ies) is/are elected) the *Accidental Death Insurance* amount specified in the deceased *insured person's* "Coverage Summary".

### Definitions Applicable to Accidental Death Insurance Benefit

**Accident** means a bodily injury that occurs as a direct result of a violent, sudden and unexpected action from an outside source to an *insured person*, while that *insured person* is 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.





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.

**Accidental Death Insurance** means coverage for death caused directly by an *accident*, independently of any other causes, and which occurs within 365 days of that *accident*.

Please refer to page 17 and 18 in the Insurance Certificate for a further list of definitions.

#### Common Carrier Benefit

Only one *common carrier* benefit per Insurance Certificate is payable under the TD Accidental Death Insurance Plan coverage.

When the *primary insured* suffers an *accident* while riding in a covered *common carrier*, which results in death, we will pay the *primary insured's* beneficiary(ies) (or the *primary insured's* estate if no beneficiary(ies) is/are elected) the *common carrier* benefit amount specified in the *primary insured's* "Coverage Summary".

When the *spouse* suffers an *accident* while riding in a covered *common carrier*, which results in death, we will pay the *primary insured* (or the *primary insured's* beneficiary(ies) or estate if no beneficiary(ies) is/are elected) the *common carrier* benefit amount specified in the deceased *insured person's* "Coverage Summary".

#### Definition Applicable to Common Carrier Benefit

**Common Carrier** means any licensed land, water or air transportation operated by those whose occupation or business is transportation of persons or things without discrimination for hire. If a common carrier is delayed or rerouted and is required to arrange alternate transportation for its passengers, the definition of common carrier will include whatever transportation is used for this purpose.

#### Common carrier includes:

- any airline having a charter air carrier's license or its equivalent, provided it maintains regularly scheduled flights and publishes timetables and fares consistent with scheduled airline practices. In addition, the aircraft must be limited to fixed-wing turbo-prop or jet aircraft.

#### Common carrier excludes:

- rafts;
- amusement park rides;
- jet skis;



- balloons;
- ski lifts;
- hang-gliders; and
- land and water transportation used outside of Canada.

Please refer to page 17 and 18 in the Insurance Certificate for a further list of definitions.

## Hospital Indemnity Benefit

When an *insured person* is *hospitalized* for injury caused directly by an *accident*—independent of any other causes—within 365 days after the date of that *accident*, we will pay the *primary insured*:

- the *hospital* indemnity benefit amount, as indicated in the "Coverage Summary" for that *insured person*, provided that:
  - the *hospitalized insured person* is under the care of a *physician*; and
  - the period of initial *hospitalization* is necessary for the treatment of injury.

In addition, if payable, the *hospital* indemnity benefit will be paid from the first day of each period of *hospitalization*.

## Definitions Applicable to Hospital Indemnity Benefit

**Hospital** means any institution in Canada, which meets all of the following conditions:

- is licensed as a full care hospital by the licensing body having jurisdiction where the hospital is located;
- operates primarily for the care and treatment of sick and injured persons;
- has a staff of one or more *physicians* available at all times;
- provides 24-hour nursing service by a registered nurse;



- provides organized facilities for diagnosis and major surgical procedures; and
- maintains X-ray equipment and operating room facilities.

**Hospital does not include:**

- a nursing home;
- extended care or convalescent care facility;
- home for the aged or chronically ill;
- home for the mentally ill;
- rest home; or
- a place for the care and treatment of alcoholism, or drug abuse, other than incidentally.

**Hospitalization and Hospitalized** means confinement in a *hospital* as an inpatient.

Please refer to page 17 and 18 in the Insurance Certificate for a further list of definitions.

## What is Excluded?

**We will not pay an insurance benefit for an *insured person* if any death or period of hospitalization is caused by or results from any one or more of the following:**

- *your accident* or death occurs before *your effective date*;
- *your accident* or death is a result of bodily or mental infirmity or disease of any kind;
- *your accident* or death is a result of, or happens while committing or attempting to commit a criminal offence, including 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 *accident* occurred;
- *your accident* or death is a result of *your* intentional self-inflicted injury, suicide or attempted suicide (whether *you* are aware or not aware of the result of *your* actions, regardless of *your* state of mind);
- *you* or a beneficiary under this Insurance Certificate is criminally responsible for the *accident* or death of another *insured person* under this Insurance Certificate;
- *your* claim is caused directly or indirectly by the use of any drug, poisonous substance, intoxicant or narcotic, unless taken according to the instruction of *your physician*;



- *your accident* or death is a result of war, declared or undeclared;
- *your accident* or death is a result of participation in professional sports, any speed contest, SCUBA diving unless you hold a basic SCUBA designation from a certified school or licensing body, mountaineering, parachuting, parasailing, cave exploration, hang gliding, bungee or BASE (Building, Antenna, Span, Earth) jumping, skydiving or any airborne activity in any aircraft other than a passenger aircraft that holds a valid certificate of airworthiness; or
- *your accident* or death is a result of air travel as a pilot or crew member of any transportation used for aerial navigation;
- claims will not be paid should the incident happen during the lapse period.

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 Maximums and Reductions?

Only one *accidental death* benefit per *insured person* is payable under the TD Accidental Death Insurance Plan coverage. Once an accidental death claim is paid for:

- the *primary insured*, all coverage will terminate; or
- the *primary insured's spouse* or *dependent child(ren)*, coverage will terminate only for the *primary insured's spouse* and/or *dependent child(ren)*, but coverage for the *primary insured* will remain active.
- Only one *common carrier* benefit is payable if the *primary insured* or *spouse* dies as a result of injuries received in the same *accident*, to a maximum of \$250,000. *Common carrier* excludes land and water transportation used outside of Canada.
- The *hospital* indemnity benefit may be paid from the first day of each period of *hospitalization* for a maximum of 365 days (\$18,250 per covered *primary insured* and *spouse*, \$9,125 per covered *dependent child*). The maximum amount paid under the *hospital* indemnity benefit for an *insured person* is calculated by multiplying the daily *hospital* indemnity benefit amount for that *insured person* by 365 days.
- All coverages on the *primary insured* and *spouse* will reduce by 50% when either turns 70. All coverages on any *insured person* will terminate when the *primary insured* turns 75. All coverages will terminate for the *spouse* when the *spouse* turns 75 or no longer meets the criteria for the definition of *insured person* or *spouse*. All coverages will terminate for the *dependent child(ren)* when they no longer meet the criteria for the definition of *insured person* or *dependent child(ren)*. For complete details, please refer to section "Definitions of the Terms We've Used".



## When Coverage Begins and Ends

**Your coverage begins on the date you enrol.** This is your *effective date* of coverage outlined in the “Coverage Summary”.

**All coverages for any *insured person*—including the *primary insured*—under this Insurance Certificate will end on the earliest of any of the following dates, in addition to what is outlined in sections “What Is Excluded?” and “What Are The Coverage Maximums and Reductions?”:**

- you die;
- we receive a verbal or written request from the *primary insured* to cancel coverage;
- a premium payment remains due but unpaid by the end of the one month grace period;
- the termination of the Insurance Certificate. If this happens, you will receive 30 days advance written notice; or
- you turn 75 years old. For *dependent child(ren)*, please refer to section “Definitions of the Terms We’ve Used” for details about age requirements.

**In addition, all coverages for an *insured spouse* and *dependent child(ren)* will end on the earliest of any of the following dates:**

- coverage terminates for the *primary insured*, for any reason;
- the *insured spouse* or *dependent child(ren)* suffers an accidental death for which an accidental death benefit or *common carrier* benefit is payable;
- the *insured spouse* no longer meets the criteria for the definition of *insured person* or *spouse*; or
- the *dependent child(ren)* no longer meets the criteria for the definition of an *insured person* or *dependent child(ren)*.

**Note:** If we receive a claim for an *insured person*, premiums should still be paid to avoid coverage from terminating, if the claim is not approved. If the claim is approved, appropriate premium adjustments may be made.



## How Do I Make A Claim?

Claim forms are available by calling TD Life at 1-888-788-0839.

In order to consider a claim for any *insured person* under this Insurance Certificate, the *insured person*, beneficiary(ies), or authorized representative must provide us access to the necessary medical records and other relevant information. In addition, we have the right to an examination of the *insured person* by a *physician* of our choice before approval and/or payment of a claim.

**Subject to applicable law, you or a person making a claim on your behalf may request:**

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

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

- For an **accidental death benefit**, the claim must be received within **one year** from the date of death by or on behalf of the beneficiary(ies).
- For a **hospital indemnity benefit**, the claim must be received within **one year** from *hospitalization*. Subsequent admissions to a *hospital* for covered *accident* injuries should be submitted within one year after *hospitalization*.

**Additional claim information:**

- We will provide forms to the *insured person* or beneficiary(ies) for proof of the claim upon request.
- We must receive completed requirements within 90 days from receipt of the forms.
- Proof of claim is at the *insured person's* or beneficiary's(ies') expense.

## Additional Information About Your Coverage

- **Assignment:** This Insurance Certificate may not be transferred or assigned.
- **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.





- **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*.
- **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.
- **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 benefits will be provided. The principal provisions of the Group Master Policy affecting *insured persons* are summarized in this Insurance Certificate.
- **Waiver:** We will not waive any condition of this Insurance Certificate, unless the waiver is clearly expressed in writing and signed by *us*.
- This Insurance Certificate \*PolicyNumber is issued under Group Master Policy TDL025 to The Toronto-Dominion Bank (TD Bank) by TD Life.

## Contact Information

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



## Definitions Of The Terms We've Used

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

**Anniversary Bonus** means a sum equal to 1% of the base *Accidental Death Insurance* coverage at issuance that will be added each year on the anniversary of the *effective date*—in the form of increased coverage—for as long as the Insurance Certificate remains active. Subsequent annual bonus amounts will be based on the original face amount purchased, not the cumulative coverage of the *policy*.

**For example:**

- On the first anniversary of the Insurance Certificate, if an *insured person* has \$25,000 in coverage, the *insured person's Accidental Death Insurance* coverage will increase to \$25,250.
- On the second anniversary, the *insured person's Accidental Death Insurance* coverage will increase to \$25,500.

**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 benefits provided in this coverage.

**Dependent Child(ren)** means any natural child, stepchild, or legally adopted child of an *insured person* residing in Canada, who is:

- a ) under 22 years of age, unmarried, and receives full support and maintenance from the *insured person*;
- b ) 22 years of age but less than 25 years of age, unmarried, and receives full support and maintenance from *the insured person* for reason of full-time attendance at an accredited institute, college or university in Canada; or
- c ) receives full support and maintenance from the *insured person* by reason of mental or physical infirmity.

Notwithstanding the above limitations, this definition also includes a child of an *insured person's spouse* who is in the care, custody and control of the *insured person* and living in a parent-child relationship with the *insured person*.

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



**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.

**Insured Person** means the *primary insured*, and if indicated in the "Coverage Summary, the *primary insured's spouse* or the *primary insured's dependent child(ren)*, as applicable.

**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 group master policy TDL025 between TD Life and TD Bank.

**Primary Insured** means the person who enrolled for this insurance product.

**Reinstatement** 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".

**Spouse** means:

- a ) the person to whom an *insured person* is lawfully married; or
- b ) an *insured person's* designated partner who has lived with the *insured person* for at least two years and continues to live with the *insured person* and is publicly represented as the *insured person's* partner.

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

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

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



## Declaration and Authorization For Your TD Accidental Death Insurance Plan

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 enrollment 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 the *insured person's* 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 the *insured person's* coverage any time after, please call us and—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.
- All coverages on the *primary insured* and *spouse* will reduce by 50% when either turns 70. All coverages on any *insured person* will terminate when the *primary insured* turns 75. All coverages will terminate for the *spouse* when the *spouse* turns 75 or no longer meets the criteria for the definition of *insured person* or *spouse*. All coverages will terminate for the *dependent child(ren)* when they no longer meet the criteria for the definition of *insured person* or *dependent child(ren)*. For complete details, please refer to section "Definitions of the Terms We've Used".
- 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 above 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 the 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 all of the above terms?

*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 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 [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 Accidental Death Insurance Plan Beneficiary Designation Form

### Please Complete Today!

*You* are enrolled in the **TD Accidental Death Insurance Plan** underwritten by TD Life Insurance Company. Details of *your* TD Accidental Death Insurance Plan are provided in the enclosed Insurance Certificate. The amount of coverage is shown in the Coverage Summary.

*You* have the right, subject to any legal restrictions, to name a beneficiary or beneficiary(ies) under this coverage. A beneficiary(ies) is the person(s) who will receive the TD Accidental Death Insurance Plan benefit, should *you*, the *insured person*, die while coverage is active.

When an *insured person* dies and a claim has been approved by *us*, the benefit will be paid to the beneficiary of the insurance. To change a beneficiary, *you* must submit a written request to *us*. *We*



will verify the beneficiary and confirm in writing any changes that have been made. Unless changed by *you*, the beneficiary shall be *your* estate.

*You* are automatically *your spouse's* beneficiary and *your dependent child(ren)'s*, if *your spouse* and *your dependent child(ren)* are covered with *you*.

If *you* wish to designate a beneficiary other than *your* (the *insured person's*) estate, please complete and detach the second part of this form and return it to TD Life in the enclosed postage-paid envelope.

**Note:** *You*, *your spouse* and *your dependent children* are defined in the Insurance Certificate.

## Definitions

**Contingent Beneficiary Designation:** A 'secondary' list of beneficiary(ies), (subrogated in Quebec) who will receive the proceeds of the insurance in the event that none of the primary beneficiary(ies) whom you have designated are living at the time of your death.

**Irrevocable Beneficiary Designation:** If you name someone as an irrevocable beneficiary, you give up the right to change the beneficiary designation, unless the irrevocable beneficiary consents. This will also affect any other desired changes you may want to make to the policy in the future. In Quebec the spouse is automatically deemed to be an irrevocable beneficiary unless specifically designated as revocable. Example — An irrevocable beneficiary must consent to any request to change the beneficiary or surrender the policy.

**Minor:** A person who has not attained the age of majority and, thus, has limited contractual capacity.

**Primary Beneficiary Designation:** A beneficiary or a list of Beneficiaries, who will receive the proceeds for the insurance in the event of your death.

**Relationship Examples:** Spouse, child, mother, father, brother, sister, aunt, uncle, cousin, niece, nephew, grandmother, grandfather, sister-in-law, brother-in-law, mother-in-law, father-in-law, friend, estate.

**Revocable Beneficiary Designation:** A beneficiary who has no right to the policy proceeds during the insured's lifetime, because the owner has the unrestricted right to change the beneficiary designation at any time.

**Trustee:** A trust is a relationship in which one or more persons, known as the trustee, holds legal title to property known as the trust fund – for the benefit of another person. Care should be taken when naming minor beneficiaries, as the law does not allow an insurer to pay benefits directly to minors.



## Form Do's and Don'ts

Type or print all information on the forms enclosed, using a ball point pen.

- Initial any corrections/changes. Do not use correction fluid (liquid paper).
- Use of all lines is not required. If necessary you can use a separate piece of paper to list all of your beneficiary designations.
- Provide the full name of your beneficiary(ies).
- Express the percent of benefit to be paid to your beneficiary(ies) (total for all beneficiary(ies) must be 100%).

## Points To Consider When Naming A Beneficiary

- Proceeds payable to a named beneficiary (someone other than "estate") are paid directly to the beneficiary and do not flow through the estate. This means that no probate or executor fees will be deducted from, and no estate creditors can make claims against, these proceeds.
- Proceeds are available to the beneficiary as soon as the claim is approved since they do not become part of the estate. Settlement of the estate usually takes a few months but can take years depending on the circumstances.
- You decide who will receive the insurance proceeds. Proceeds payable to "Estate" are distributed, in the absence of a will, according to the intestacy laws of your province.



## Beneficiary Designation Form

## Beneficiary Designation Form

**TD Accidental Death Insurance Plan**  
 Beneficiary for Insurance Certificate Holder:  
 Denny Park  
 Certificate #: 983 003 357

For Quebec Only: The designation of a spouse as a beneficiary is deemed to be irrevocable unless specified as revocable

Beneficiary Name*	Date of Birth (MM/DD/YR)	Percentage (in equal shares unless specified +)	Relationship to You	Primary/ Contingent	Revocable or Irrevocable (Enter "R" for revocable or "I" for irrevocable)
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(a)

(b)

(c)

(d)

**(a+b+c+d) must = 100%**

\*Please provide full name of Beneficiary(ies). If naming a Minor, it is recommended to name a Trustee. (Not applicable in Quebec - In Quebec, the proceeds will be paid in trust to the minor child's tutor) To list more Beneficiaries use a separate piece of paper. + Percentage (%) of benefit must total 100%

\_\_\_\_\_  
 Name of Trustee, I designate the above beneficiaries

\_\_\_\_\_  
 Date of Birth (MM/DD/YR)

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Your Signature

\_\_\_\_\_  
 Date Signed (MM/DD/YR)

**Mail the Beneficiary Designation Form to the below address using the enclosed postage-paid business reply envelope:**

TD Life Insurance Company Attn: TD Insurance, P.O. Box 1, TD Centre  
 Toronto, Ontario, M5K 1A2  
 Tel.: 1-888-788-0839, Fax: 1-800-399-7211

## Frequently Asked Questions About TD Accidental Death Insurance Plan Coverage

### Why is Accidental Death Insurance important?

It's never easy to think about fatal accidents, but it's important to realize they can happen to anyone. In 2018, accidents were the 4 leading cause of deaths in Canada<sup>1</sup>. These deaths often create serious financial consequences for loved ones left behind. TD Accidental Death Insurance Plan will help financially support your family in the event of your accidental death.

### When does my coverage begin?

Your coverage begins on the effective date of your Insurance Certificate, as outlined in the Coverage Summary (page 5).

### What are my benefits?

The benefit is paid directly to the primary insured, the primary insured's beneficiary(ies), or the primary insured's estate if no beneficiary(ies) are elected.

### Can I change my beneficiary?

You have the right to change your beneficiary(ies). Simply complete the enclosed "Beneficiary Designation Form" and return it to us in the postage-paid envelope provided.

### How are premiums paid?

Your premium payment will be automatically paid through the account you've designated. To change your payment account, please call us at 1-888-788-0839, Monday to Friday, 8:00 a.m. to 10:00 p.m., and Saturday 10 a.m. to 6 p.m. (ET).





### **My premiums are low now, but will they increase in the future?**

Your premiums are group premiums designed to make this coverage affordable for TDBG customers. Your premiums will not increase because of changes in your age or health and premiums can only change if they change for all insured persons under the policy.

For additional details, please refer to sections "Coverage Summary" (page 5) and "How Much Do I Pay?" (page 8) in the Insurance Certificate.

### **How will I know if I am eligible to make a claim?**

In the event of accidental death—as set out in the Insurance Certificate—you're eligible to file a claim. Claim forms are available by calling TD Life at **1-888-788-0839**. Please refer to section "How Do I Make A Claim?" (page 15) for complete information on how to file a claim.

### **Will I have to pay taxes on any of the benefits I might receive?**

No. Under existing Canadian tax laws, all payments under the TD Accidental Death Insurance Plan are tax-free.

### **Who do I contact for more information?**

For information or questions on your TD Accidental Death Insurance Plan coverage, please call TD Life at **1-888-788-0839**.

1 Statistics Canada, Leading causes of death 2018.

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