



## TD TERM TO 100 LIFE INSURANCE

### Policy Package

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Your TD Term to 100 Life insurance policy # 123 456 789 is enclosed in this booklet



## WELCOME TO TD INSURANCE

### Thank You For Choosing TD Term to 100 Life insurance

Life insurance is the cornerstone of a sound financial plan. With TD Term to 100 Life insurance, you've taken an important step in protecting the financial security of your loved ones, if you were to die.

***Please read your policy carefully to ensure you fully understand the benefits it provides, and keep it in a safe place with your other important documents.***

Please complete the ***Beneficiary Designation Form*** on the last page of this booklet and return it in the enclosed postage-paid envelope.

SAMPLE

## Insurance Policy

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January 1, 2018

Jane Sample  
Address  
City, PR A1A 1A1

**Your TD Term to 100 Life insurance could provide a valuable tax-free benefit for your family when they need it most**

Dear **Jane Sample**

Thank you for applying for TD Term to 100 Life insurance coverage, underwritten by TD Life Insurance Company (a member of the TD Bank Group). By accepting this important coverage, you've joined the thousands of TD customers who feel confident that they've made a wise financial decision – for themselves, and for the people who depend on them.

**Your Insurance Policy, which starts on page 6 of this booklet, describes the benefits of your coverage** as well as the exclusions and limitations. Please read it carefully and keep it in a safe place with your valuable papers.

**Please review the following documents for accuracy and retain for your records:**

- Your Health Question Confirmation responses
- Privacy Agreement

If any of the answers are incorrect or incomplete, contact us immediately at **1-888-788-0839**, as this could affect your insurability. Any applicable Endorsements to this policy will be mailed to you separately and will form part of the policy.

Your insurance took effect on January 1, 2018. As you requested your first monthly premium is scheduled to be deducted from your payment account on January 1, 2018 and thereafter on the first of every month.

The benefits from your policy will be paid to the beneficiary you name in the Beneficiary Designation Form on the last page of this booklet. Please complete the Beneficiary Designation Form and mail it to us in the enclosed postage-paid envelope. If no beneficiary is named, the benefits will be paid to your estate.

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.



Your **TD Term to 100 Life insurance premiums are fixed**, and are guaranteed not to increase over the term of the policy, regardless of your age or changes in your health. You can enjoy **the confidence of knowing you're covered for your lifetime** – as long as premiums are paid when due. Premiums will cease at age 100.

This convenient and straightforward coverage is also available to your spouse, partner or other family members. Applying is as simple as visiting [www.tdinsurance.com](http://www.tdinsurance.com) or calling the number below.

You have a **30 day review period** from your effective date to review your policy. During that time, you will be insured as outlined in the policy. If you're not completely satisfied and wish to cancel coverage, simply contact us within the 30 day period. Any premium charged to your account will be promptly refunded in full.

In this booklet, we have provided answers to some frequently asked questions about term life insurance. If you still have questions, call toll-free **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), to speak to a TD Insurance representative.

Again, thank you for choosing TD Insurance. We appreciate your business and look forward to serving you and your family.

Sincerely,

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

\*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 Policy. 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.



## Your TD Term to 100 Life insurance

Underwritten by TD Life Insurance Company (referred to as "the insurer" and "we", "us" and "our" in this policy).

This Insurance Policy # 123 456 789 is issued to:

Jane Sample  
Address  
City, PR A1A 1A1

### Policy Schedule

Insured Person First Name	Jane
Insured Person Last Name	Sample
Date of Birth of Insured Person	May 25, 1981
Risk Class	Female/Non-smoker
Issue Age	35 years old
Policy Owner First Name	Jane
Policy Owner Last Name	Sample
Policy Payor	Jane Sample
Sum Insured	\$188,650.00
Effective Date	September 7, 2016
Reinstatement Effective Date	September 7, 2016
Issue Date	September 7, 2016
First Premium Due Date	October 7, 2016
Premium Payment Frequency	Monthly
Premium Payment Account Type	Credit Card ending in 1234
Plan	TD 100-Year Term Life insurance
Waiver of Premiums	No

### Premiums Summary

Premium From	Basic Premium	Waiver of Premium	Total
September 7, 2016	\$95.21	N/A	\$95.21 monthly

The premiums shown in this schedule are guaranteed not to increase while this policy is in effect.  
The Waiver of Premium benefits ends at age 65.



Premiums on this policy are payable until the insured person reaches the age of 100. The policy will continue after this point until a death claim is submitted.

If you keep this policy in effect it can provide coverage for life. If the insured person dies while this policy is in effect, the insurer will pay the Sum Insured to the beneficiary or your estate if no beneficiary is named.

This is a non-participating policy.

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

Raymond Chun  
President and Chief Executive Officer  
TD Life Insurance Company

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

SAMPLE



## If you change your mind within 30 days

You have a **30 day review period** from *your* the *effective date* of the original *policy* in which to review the benefits provided and decide whether or not the coverage suits *your* needs.

If *you* decide to discontinue this *policy* during that period, simply contact *us*, provided no claim has been made, any premium paid will be promptly refunded and *your policy* will be cancelled as of *your effective date*.

All of *our* obligations and liabilities under this *policy* will end immediately when *we* receive *your* request to cancel the *policy*.

To cancel *your policy*, please provide *your verbal or written request to:*

TD Life Insurance Company, P.O. Box 1, TD Centre; Toronto, Ontario, M5K 1A2.  
TD Insurance at 1-888-788-0839.

## Definitions of the terms we have used

This *policy* uses the following terms, which have been listed in italics throughout the document.

**Beneficiary** means the person or persons *you* name in writing to receive all benefits under this *policy*.

**Effective Date** means the date(s) the *policy* goes into effect, as shown in the Policy Schedule.

**Grace Period** is the length of time after the premium is due and unpaid during which the *policy* remains in effect. If the full premium is paid during the *grace period*, the premium is considered to have been paid on time.

**Issue Date** is the date the *policy* is issued to the *policy owner*.

**Lapse** refers to the termination of this *policy* because the premium was not paid within the *grace period*.

**Lapse Date** refers to the date the *policy lapses*.

**Insured person** is the person whose life is insured under this *policy*.



**Policy** means this document which provides evidence of *your* insurance.

**Policy Owner** is the person or party who owns this individual insurance *policy*. The *policy owner* is not necessarily the person whose life is insured.

**Reinstatement** is the restoration of a *lapsed policy* as described in the section, 'Putting *your policy* back into effect'.

**Reinstatement Effective Date** is the date this *policy* is reinstated as described in the section, 'Putting *your policy* back into effect'.

**Term Insurance** is a type of insurance that provides protection for a limited number of years.

## Eligibility

To be eligible to apply for insurance coverage under this *policy*, a proposed *insured person* must, at the time of application:

- Be a Canadian citizen; or
- Have applied for or been granted Permanent Resident (Landed Immigrant) status by the Canadian Government; and
- Be at least 18 years old and within 6 months of the 70th birthday.

## How the death benefit is calculated

If a death benefit is payable under this *policy*, then *we* will pay the Sum Insured in effect at the time of death minus any outstanding premiums that are owed at the time the *insured person* dies.

This *policy* ends on the date the *insured person* dies.



## Living Benefit

While this *policy* is active, *you* may request an advance payment of 50% of the Death Benefit if the *insured person* has a terminal illness (to a maximum of \$100,000). The payment of this Living benefit is subject to *our* administrative rules in effect at the time of *your* request and subject to the following conditions:

- *You* must be diagnosed with a terminal illness with a life expectancy of 12 months or less; and
- *Your policy* must be in force and paid current.
- *We* will pay the benefit to the *insured person*;
- Any irrevocable *beneficiary* or *policy owner* under this *policy* must consent to the payment of the benefit;
- A special collateral assignment arrangement is used to assign the *policy* to *us* when the benefit is approved and paid. By administering the benefit as a loan means that in most instances the benefit is non-taxable.

When *you* claim the Living benefit, *you* agree to the following conditions and limitations on *your* rights as a *policy owner*:

- *You* may not cancel this *policy*;
- If premiums are not paid, either directly or through the waiver benefit, the amount of any unpaid premiums will increase the amount of the living benefit. The living benefit amount and any unpaid premium amount will accumulate interest until the death of the *insured person*. Interest is set at the current prime rate and may be adjusted if prime fluctuates by 1% or more.



## When we will not pay an insurance benefit

**We will not pay any insurance benefit if:**

- The claim for insurance benefits is not made within 365 days of the date of death of the *insured person*; or
- The *insured person* dies due to suicide (whether the *insured person* is aware or not aware of the result of their actions, regardless of their state of mind) within 2 years of the *effective date* of coverage or the most recent *reinstatement effective date*. If no insurance benefit is payable as a result of suicide, then *we* will pay the *policy owner* 100% of premiums paid since the *effective date* or since the most recent *reinstatement effective date* if the *policy* has been reinstated.

## Paying for your policy

**Premiums for this *policy***

*We* will provide *you* with the benefits described in this *policy* if *you* pay the premiums shown in the premium schedule. *You* must pay all premiums to *us* by the premium due date.

If *you* are paying on a monthly basis, the first premium will be due on the First Premium Due Date specified in the Policy Schedule. Each subsequent premium due date will follow one calendar month later.

If *you* are paying on an annual basis, the first premium will be due on the First Premium Due Date specified in the Policy Schedule. Each subsequent premium due date will follow one year later.

Premiums on this *policy* are payable until the insured reaches the age of 100. The *policy* will continue after this point until a death claim is submitted.

*You* may be eligible for a premium discount, which if applicable will be applied to *your* premium payments. If *you* subsequently become ineligible for a premium discount, *we* will adjust *your* premiums accordingly.

Any premium that *we* have collected that relates to insurance coverage after the date of death of the *insured person* will be refunded in the same manner as the Sum Insured.

*You* must notify *us* if *you* wish to change the method or frequency of payments.



### If premiums are not received

We will allow a *grace period* of thirty (30) calendar days, during which time this *policy* will remain in effect even if premiums are not paid by the due date. If a claim becomes payable during the *grace period*, all outstanding premiums will be deducted from any claim payable. If the outstanding premiums are not paid by the end of the *grace period*, this *policy* will *lapse*.

### Putting *your policy* back into effect

If *your policy* ended because it lapsed, *you* may apply to have it put back into effect if the *insured person* is alive. This process is called *reinstatement*.

**You may apply to us within 2 years of the *lapse date* to have *your policy* reinstated. In order to *reinstate your policy* 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 provide us with a completed *Reinstatement Application*; and
- *You* must provide us with new evidence of insurability for the *insured person* that we consider satisfactory.

## Making a claim

**Before we will pay any claim under this *policy*, the person making the claim (the claimant) must provide:**

- Proof, satisfactory to us, that the *insured person* has died;
- Upon our request, access to any medical records that we require to assess the claim, including an attending physician's statement and a coroner's report.

In addition, the claimant must provide further proof of claim, if applicable.

In all cases, the proof must be provided within one (1) year of the date of death of the *insured person* and any cost incurred in providing proof of claim is at the claimant's expense.



## When insurance coverage ends

**All coverage under this *policy* will end on the earliest of the date when any of the following occurs:**

- The *insured person* dies; or
- We receive request from *you* to cancel *your coverage*; or
- The end of the *grace period* if premiums are not paid; or
- Upon a fraudulent claim made by *you* or the *beneficiary*

## Beneficiary

**If a benefit is payable, we will pay the benefit to:**

- *Your beneficiary(ies)*; or
- If there is no *beneficiary* when the *insured person* dies, to *you* or *your estate*.

The right to name or change the *beneficiary* designation is reserved to *you* only. *You* do not need the consent of any *beneficiary* or beneficiaries to change any *beneficiary* under this *policy*, unless any rule of law requires his or her consent. All *beneficiary* designations are revocable unless otherwise stated or unless any contrary law applies.

If *you* wish to name or change *your beneficiary*, *you* must submit a written request to us, but such change shall not be binding on us until received at our Head Office. Once the *beneficiary* change request has been received, it will be our responsibility to fulfill the request as of the date the request was signed, but we will not be responsible for any benefits paid to the previous *beneficiary* before the receipt of the *beneficiary* request.

## Assignments and other documents

We are not bound by any documents that affect rights under this contract unless the document itself or written notice of it is received at our Head Office. We are not responsible for ensuring that any such document is valid or has the desired effect.



## General provisions

### Premium Adjustments

If incorrect information was provided during the application process that qualified the *insured person* for preferred rates we reserve the right to re-issue the *policy* with an adjusted premium based on the correct information.

Any information *you* provide after the *policy's effective date* and which impacts the premium can only be honored at time of notification.

### Misstatement of Age and Sex at Birth

If a *policy* is issued to an *insured person* based on an incorrect age, the following may apply:

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

If a *policy* is issued to an *insured person* based on an incorrect sex assigned at birth, the following may apply:

- The premium amount will be adjusted to the correct amount based on the correct sex assigned at birth at the *insured person's effective date* and:
  - If overpaid, we will refund the excess premiums calculated at the time a claim is made against this *policy*; or
  - If underpaid, we will decrease the benefit amount by the amount underpaid at the time a claim is made against this *policy*.

### Contestability

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 under this *policy* 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 the date of birth of the *insured person* in which case section Misstatement of Age and Sex at Birth above will apply.

### Waiver

We shall not be deemed to have waived or changed any condition of this *policy*, either in whole or in part, unless such waiver or change is clearly expressed in writing and signed by an officer of TD Life Insurance Company.

### Legal Action

No action at law or in equity shall be brought to recover on the *policy* prior to the expiration of 120 days after proof of claim has been furnished in accordance with the requirements of the *policy*. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), the *Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

### Applicable Laws

*Your* insurance will be governed by the laws of the province where *you* were resident when *you* initially applied for insurance under this *policy*, without reference to that province's rules about conflicts of laws.

### English Language

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





## Waiver of Premiums Benefit

This section is applicable if you selected the Waiver of Premiums Benefit when you applied for TD Term to 100 Life insurance.

### Waiver of premiums on *total disability*

If while this *policy* is in effect, and before the *insured person's* 65th birthday, the *insured person* becomes totally disabled, as defined below, and remains totally disabled for a continuous period of six months, we will:

- Automatically change the *policy* premium payment frequency to monthly, if the payment frequency is other than monthly, beginning with the date we agree to waive premiums. If after the end of the period of *total disability*, you wish to pay premiums other than monthly then you must notify us.
- Waive the payment of monthly premiums from the date the *insured person* becomes totally disabled and for as long as the *total disability* continues, up to the *insured person's* 80th birthday.

### Definition

"*Total disability*" or "*totally disabled*" shall mean that the *insured person*, as a result of bodily injury or disease, is wholly prevented during the first two years after the injury or the onset of the disease from performing the substantial duties of their own occupation; after the first two years the *insured person* must be prevented by the injury or disease, from engaging in any gainful occupation for which they are or may reasonably become qualified by training, education or experience.

### Conversion option exercised during *total disability*

If you exercise the conversion option in this *policy* while the *insured person* is totally disabled, we will not waive premiums for the converted insurance *policy*.



## Exceptions

We will not waive premiums if *total disability* results, either directly or indirectly, from one or more of the following causes:

- Attempted suicide or self-inflicted injury (whether the *insured person* is aware or not aware of the result of their actions, regardless of the *insured person's* state of mind);
- War, whether declared or undeclared, any act of war or activities directly related to service in the armed forces of any country;
- The commission or attempted commission by the *insured person* of a criminal act;
- An accident that occurs while the *insured person* is operating any kind of conveyance while their blood alcohol level exceeds the legal limit where the accident occurs;
- Taking a drug in a manner other than prescribed by a licensed physician.

### Notice and proof of *total disability*

We must receive notice of *total disability* while the *insured person* is alive and continues to be totally disabled. We must also receive proof of the *total disability* of the *insured person* within 3 months of the date notice was provided to us. We will not waive any premiums falling due more than 12 months before the *insured person* gives us notice of *total disability*.

At any time, we may ask for proof that the *insured person* continues to be totally disabled and, if such proof is not provided, the *insured person* will be deemed to no longer be totally disabled on the day prior to the date on which we asked for the proof and monthly premiums will begin again.



## Recurrent *total disability*

If after we have waived at least one premium under this provision, the *insured person* recovers, but within 6 months again becomes totally disabled from the same or a related cause, we will consider the subsequent period of *total disability* to be a continuation of the former period.

## Premiums

The premiums for this waiver of premiums benefit are payable until the *insured person's* 65th birthday, and are shown in the Policy Schedule.

This is the end of the *policy*.



## Agent Disclosure

We are providing you with this disclosure confirmation made by our agents in their telephone conversation with you. Should you require additional information about our agents' qualifications or the nature of their business relationships, we would be pleased to provide it.

Our agents hold life and health insurance licenses in Canada.

### 1. Companies Represented

Our agents promote life and health insurance products of TD Life Insurance Company ("TD Life"). They are sponsored by TD Life and employed by TD Assurance Agency Inc.<sup>1</sup>, which holds contracts with TD Life.

### 2. Compensation for Insurance Sales

Our agents are salaried employees of TD Bank Financial Group. They do not receive commission with respect to the sale of insurance; however, they may be eligible for an annual bonus based on their overall performance.

### 3. Conflict of Interest

Our agents are prohibited from having personal conflicts of interest in regards to the sales transaction that you are considering. The agent is required to make a recommendation based solely on a review of the Needs Assessment Tool that identified a gap in your insurance coverage.

<sup>1</sup>TD Assurance Agency is a member of TD Bank Financial Group.



## Declaration and Authorization

### Please read carefully

**You are applying to TD Life Insurance Company (referred to as "TD Life" which is a member of the TD Bank Group) for TD Term to 100 Life insurance and you declare and agree that:**

- You will inspect the *policy* if issued, 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 this application could void the insurance *policy* if issued.
- Payment of any benefits is subject to the limitations and exclusions as described in the *policy* if issued.
- You have a **30 day review period** from *your effective date* of coverage as outlined in the Policy Schedule 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 policy* will be cancelled as of the *effective date*. If *you* decide to cancel *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.
- No insurance coverage under the *policy* will take effect until the earliest of TD Life's written approval or the *effective date* of the *policy* if issued.
- The answers that *you* have provided form a part of the application along with any supplementary applications or forms that TD Life may require be submitted to TD Life.
- *You* have been provided with the opportunity to review all of *your* responses in this application.
- The purchase of this insurance is voluntary and is not required to obtain any other product or services from TD Life or its affiliates.



## Authorization

For the purposes of this authorization, the terms, "TD Life" and "reinsurers" each include those acting on their behalf. A reproduction of this authorization will be as valid as the original. This authorization shall be valid as long as *you* remain a client of TD Life.

By applying for TD Term to 100 Life insurance, *you* agree that the companies that insure and reinsure *your* coverage may collect, use and disclose *your* information as described in the Privacy Agreement that will be included with *your* Policy Package. This means, for example, they can use this information to help identify *you*, to provide ongoing service, and meet legal requirements.

*You* authorize any licensed physician, medical practitioner, hospital, clinic, other medical or medically related facility, insurance company, MIB, Inc., ("MIB"), or other organization, institution or person that has any records or knowledge of *you* and *your* health, to release to TD Life or its reinsurers, any such information.

TD Life, or its authorized administrators or reinsurers, may make a brief report of *your* personal health information to the MIB, a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its members.

In the event of a claim, *your* heirs and the executor or administrator of *your* estate are authorized to provide TD Life, on its own behalf and as administrator for any other insurer who insures *your* coverage, with all the information and authorizations needed for claims purposes.

Do **you** understand and agree to the 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.

Is that okay with **you**?

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.

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.



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

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

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

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

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

## More information

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

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

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



## Here are answers to questions *you* may have about *your* TD Term to 100 Life insurance protection

### If my health changes during the term of my coverage, will my premiums increase?

*Your* premium is set and guaranteed for each 100-year term of *your* insurance coverage. It will not change during each 100-year term, regardless of changes in *your* age or health (provided premium payments are made when due and the *policy* does not *lapse*).

### Who will receive the benefits from my TD Term to 100 Life insurance if I die?

The benefit amount from *your* insurance will be payable to the *beneficiary(ies)* *you* designated. That could be *your* spouse, child, friend or any other person *you* selected. If *you* have not designated a *beneficiary(ies)* the benefit amount from *your* insurance will be payable to the *policy owner* or *policy owner's* estate as applicable.

### Will my *beneficiary(ies)* have to pay taxes on the benefit provided by my TD Term to 100 Life insurance?

No, under current tax law, benefits paid on *your* insurance are tax-free to the designated *beneficiary*.

### What happens if I become *totally disabled*?

If *you* are the *policy owner*, for an additional cost, *you* may choose to add a Waiver of Premium Benefit to the *policy*. This benefit must be added at the same time that *you* purchase TD Term to 100 Life insurance. It can ensure that *your* coverage remains in place should *you* become disabled and cannot return to work, and may have problems paying for the *policy*. When *you* think about it, it ensures *your* coverage can stay in force when *you* need it most.



### Is life insurance the only protection I need?

Life insurance is the cornerstone of a sound financial plan. It can help to provide financial security for *your* family in the event of *your* death. But what if *you* should survive a critical illness or critical accident? With today's medical breakthroughs, more and more Canadians are surviving critical illnesses (cancer, heart attack or stroke) and injuries from critical accidents. *You* would need financial help to protect *your* lifestyle while *you're* recovering or retrofit *your* home, if necessary. That's why TD Insurance offers the Critical Illness Recovery Plan, Critical Accident Recovery Plan and an array of insurance solutions to meet *your* needs. For details, visit [tdinsurance.com](http://tdinsurance.com) or call to speak with a TD Insurance representative at 1-888-788-0839, Monday to Friday, 8 a.m. to 10 p.m., and Saturday 10 a.m. to 6 p.m., Eastern Time.

SAMPLE

## TD Term to 100 Life insurance-the smart choice

We insure *our* homes and cars without a second thought. But what about the family's most precious assets – ourselves, *our* spouses or partners, and *our* children? If *you* were to die, how would *your* loved ones cope financially?

**By choosing TD Term to 100 Life insurance, *you've* taken an important step in helping to secure the financial future of those *you* love if *you* were to die. *Your* coverage could provide a tax-free, lump sum benefit that can:**

- Help cover tuition costs to benefit *your* children's future
- Help pay down a mortgage so *your* family can remain in the family home
- Help ensure *your* funeral expenses won't become a burden for them at an already difficult time
- Provide cash for day-to-day living expenses
- Provide extra money to pay medical bills or outstanding debts
- Allow *you* to leave a meaningful gift for *your* children or grandchildren

## A simple way to protect your family

**TD Term to 100 Life insurance is one of the simplest ways to protect *your* family:**

- *Your* premiums are fixed for the entire term of the *policy* and are guaranteed not to increase, regardless of changes in *your* health
- *You* can have the confidence of knowing that this valuable protection is *yours* for a lifetime – as long as *your* premiums are paid when due
- Premiums cease when the *insured person* is 100 years old

## Coverage is also available for *your* spouse and other family members

Whether or not *you* live in a two-income household, the death of a spouse or partner could cause financial hardship – childcare expenses, medical bills, funeral expenses. *Your* spouse, partner or other family members may want to consider purchasing TD Term to 100 Life insurance coverage. It could help ensure *you* will have the money *you* need to maintain *your* lifestyle and raise *your* family.

### More protection for *you* and *your* family

#### Accident and Health Insurance

Life and health insurance plays an essential role in planning for the future. By combining various insurance products, *you* can help provide for *your* family if the unexpected happens (illness, injury, or death). For more information on TD Insurance Life and Health products, call 1-888-788-0839, Monday to Friday, 8 a.m. to 10 p.m., and Saturday 10 a.m. to 6 p.m., Eastern Time to speak to an insurance representative.

#### Home and Auto Insurance

Home and auto insurance help provide the resources *you'll* need should a fire, accident or break-in happen in *your* home or car. For more information on TD Insurance Home and Auto insurance, call 1-877-808-0868, Monday to Friday, 8 a.m. to 8 p.m., and Saturday 9 a.m. to 4 p.m., Eastern Time to speak to a licensed insurance representative.

#### Travel Medical Insurance

Protect yourself and *your* family from costly medical bills when *you* are traveling out-of-province and out-of-country. Per trip, annual multi trip coverages, trip cancellation and interruption insurance options are available to meet *your* travel insurance needs. For details on Travel Insurance call 1-866-368-6509, Monday to Saturday, 8 a.m. to 9 p.m., Eastern Time to speak to a licensed insurance representative.



## Instructions for completion of change of *beneficiary form*

As the *owner* of this insurance coverage, *you* are the only person entitled to change the *beneficiary*, whether the coverage is for *yourself* or for *your* entire family. *You* must, however, obtain consent of any previously designated irrevocable beneficiaries.

### Form Do's and Don'ts

- Type or print all information on the forms enclosed, using a ball point pen;
- Do not use correction fluid (liquid paper);
- Initial any corrections/changes;
- Use of all lines is not required, if necessary *you* can use a separate piece of paper to list all of *your beneficiary* designations.

### Step 1

#### Section 1

- Under Primary *Beneficiary* (see definition below), indicate the First, Middle and Last Name, Date of Birth or Age, Percent of Benefit to be paid in the event of *your* death, and if the proceeds will be Revocable or Irrevocable for each individual(s) that *you* wish to name as *beneficiary(ies)*;
- Should *you* wish to designate a 'secondary' Contingent Beneficiary (see definition below), after the statement "if living, otherwise to" indicate the First, Middle and Last Name, Date of Birth or Age, Percent of Benefit to be paid in the event of *your* death and if the proceeds will be Revocable or Irrevocable for each individual(s) that *you* wish to name as *beneficiary(ies)*;
- Should *you* wish to designate a child/children as *your* Primary or Contingent Beneficiary, *we* recommend that *you* also name a Trustee (see definition below). Should *you* choose to designate a trustee for minor children refer to page 2 of the form and indicate the First, Middle and Last Name, Date of Birth or Age, Percent of Benefit to be paid in the event of *your* passing, and if the proceeds will be Revocable or Irrevocable for each individual(s) that *you* wish to name as *beneficiary(ies)*;

#### Section 2

- Sign and date the form (signature line 1);
- If in the past *you* designated an irrevocable *beneficiary(ies)*, please also have them sign this form (signature line 2);
- Should the Owner of this coverage be a corporation *we* will require a corporate seal to accompany the signature of the signing officer. If a corporate seal is not available *we* will accept the signatures of 2 signing officers with their titles. (signature lines 3&4);
- Please have this form witnessed by someone who is not related to *you* and who is also not named as a *beneficiary*. (signature line 5).

### Step 2

- Mail the "Request for Change of *Beneficiary*" to TD Life in the enclosed self-addressed return envelope. TD Life will validate and record *your* Change of *Beneficiary* and return a confirmation letter to *you* for *your* records.

**Note:** TD Life cannot warrant the legal effectiveness of any change of *beneficiary*.

### Points for Consideration

- Beneficiaries can be designated as Revocable or Irrevocable. If *you* name someone as an irrevocable *beneficiary*, they must consent to certain changes *you* may want to make to the *policy* in the future. For example, an irrevocable *beneficiary* must consent to any request to change the *beneficiary* or surrender the *policy*. **In Quebec** *your* spouse is automatically deemed to be an irrevocable *beneficiary* unless specifically designated as revocable;
- To change an irrevocable minor *beneficiary* designation in the future, the minor child must have reached the age of majority (18 or older, based on *your* jurisdiction). Until this age, the law does not permit the legal guardian or child to sign release of this designation. Furthermore, if *you* name a Trustee, this law also does not permit this individual to sign a release of irrevocable minor *beneficiary*, as the trustee does not have the entitlement prior to the death of the *insured person*;
- To revoke a minor child irrevocable *beneficiary* designation, a court order will be required;

- 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.

**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 beneficiaries that *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 *your* 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 list of *beneficiary(ies)*, who will receive the proceeds of 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.

**Notes:**

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Re: **Jane Sample (Policy # 123 456 789)**

## Request for change of beneficiary

I hereby request that all prior beneficiary designation(s) provided under the above numbered policy be revoked and that the following beneficiary designation(s) shall apply:

Any amount due under the policy for loss of life:

### Section 1:

**1a) at the death of the insured JANE SAMPLE, benefits will be paid to:**

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

Primary Beneficiary Name	Relationship to You	Date of Birth	Percentage (must total 100%)	Revocable or Irrevocable (Enter "R" for revocable or "I" for irrevocable)
			(a)	
			(b)	
			(c)	
			(d)	
			(e)	
			(f)	
			(g)	
			<b>(a+b+c+d+e+f+g) must =</b>	<b>100%</b>

Re: **Jane Sample (Policy # 123 456 789)**

Contingent Beneficiary Name	Relationship to You	Date of Birth	Percentage (must total 100%)	Revocable or Irrevocable (Enter "R" for revocable or "I" for irrevocable)
			100%	
			(a)	
			(b)	
			(c)	
			<b>(a+b+c) must =</b>	<b>(d) 100%</b>

Trustee Name (for Minor Children) (Not applicable in Quebec as the proceeds will be paid in trust to the minor child's tutor)	Relationship to You	Date of Birth	Percentage (must total 100%)	Revocable or Irrevocable (Enter "R" for revocable or "I" for irrevocable)
			100%	
			(a)	
			(b)	
			<b>(a+b) must =</b>	<b>(c) 100%</b>

### Return to TD Life Insurance Company

At any time should you have any questions on how to complete this form please contact TD Insurance at 1-888-788-0839.

Re: **Jane Sample (Policy # 123 456 789)**

1b) Otherwise, if beneficiary(ies) named in section 1a) are not living, benefits will be paid to:

**Section 2:**

At the death of any other *Insured Person* will be paid (unless otherwise stated) to the Insured named above, if living, otherwise as though it were a sum payable under 1 above.

(**Note:** Where the beneficiary is a Trust, TD Life is relieved of all responsibility upon making payment to such Trust and need not inquire into the Trustee's use of such funds nor the scope of the Trustee's authority.)

I understand that this Beneficiary Change, after it has been recorded by TD Life, relates back to and takes effect as of the date this request is signed, or the date of receipt by TD Life, whichever is later. I further understand and agree that any payment made by TD Life prior to the receipt of this change shall be without prejudice to TD Life.

1. Signature of Owner

Date Signed (MM/DD/YR)

2. Signature of Irrevocable Beneficiary (if applicable)

Date Signed (MM/DD/YR)

3. Signature & Title of Owner (if a Corporation)

Date Signed (MM/DD/YR)

4. Signature & Title of Owner (if a Corporation)

Date Signed (MM/DD/YR)

5. Signature of Witness

Date Signed (MM/DD/YR)

Re: **Jane Sample (Policy # 123 456 789)**

Place Corporate Seal here (if the *owner* of this coverage is a Corporation):

FOR OFFICE USE ONLY

Validation

Date Signed (MM/DD/YR)

**Return to TD Life Insurance Company**

At any time should *you* have any questions on how to complete this form please contact TD Insurance at 1-888-788-0839.