



TD ACCIDENT DISABILITY INSURANCE PLAN

Insurance Certificate Package

This booklet includes your Insurance Certificate # 555 000 596



Thank you for trusting TD Insurance

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

Your Benefits

- **Tax Free Cash Benefit**

You'll receive tax-free monthly cash benefits – paid directly to you and deposited to your bank account – for up to 24 months if you become disabled as a result of an accident

- **Rehabilitation Benefit**

Expense coverage for rehabilitation equal to a single monthly benefit

- **Coverage up to your 70th birthday**

- **Easy claim submission process**

Limitations and Exclusions

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

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

If you need to make a claim

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

Keep us up to date if your personal information changes

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

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

We're here to help

You are important to us. If you have any questions about how your coverage works or you need advice about your overall insurance needs, please contact us at 1-888-788-0839, Monday to Friday, 8 a.m. to 10 p.m. and Saturday 9 a.m. to 6 p.m. (ET) and we'll be happy to help.

WELCOME TO TD INSURANCE

Thank You for choosing TD Accident Disability Insurance Plan

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

TD Insurance
TD Accident Disability Insurance Plan

August 30, 2016

Warren Boffet
123 Greystone Walk Drive
Toronto, ON M1K 5J5

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

Insurance Certificate #: 555 000 596

Insured by: TD Life Insurance Company*

Dear Warren Boffet,

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

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

What you need to know

- Your insurance certificate (page 6) is an important record for your TD Accident Disability Insurance Plan you purchased on July 25, 2016. Please read it carefully.
- Please file your insurance certificate in a safe place. If it is ever lost, destroyed or misplaced, simply contact us to request a duplicate copy.
- Your first payment will be on August 25, 2016 and continue on the 22nd of every month.
- You have a **30 day review period** from your effective date of coverage to review your insurance certificate to make sure it meets your needs. If you decide to cancel your coverage during this period, please contact us at **1-888-788-0839**.

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



We're here to help

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

Sincerely,

Mark Hardy
Associate Vice President, Direct Life & Health
TD Life Insurance Company

SAMPLE



This is *Your* TD Accident Disability Insurance Plan Certificate

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

In this Insurance Certificate, *you* and *your* refers to the *insured person* who is insured under this plan.
We, us and *our* refers to TD Life Insurance Company (TD Life) who is the insurer of this plan.
 We agree to insure *you* subject to the terms and conditions outlined in this Insurance Certificate.

Warren Boffet
123 Greystone Walk Drive
Toronto, ON M1K 5J5

Coverage Summary

Premium Amount	\$16.69
Premium Payment Frequency	Monthly
Premium Due Date	August 25, 2016
Premium Payment Account Type	Bank Account
First Premium Due Date	July 25, 2016
Effective Date	July 25, 2016

Coverage Details	Insured Person: Warren Boffet
Certificate Holder	Warren Boffet
Issue Age	34
Date of Birth	August 1, 1976
Monthly Disability Benefit	\$150,000
Rehabilitation Expense Benefit	\$3,000
Reinstatement Effective Date	July 25, 2016
Coverage Ends On	July 25, 2017

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



Eligibility

To be eligible for this insurance, *you*:

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

A Canadian resident is any person who:

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

What Benefits Are Provided?

Your TD Accident Disability Insurance Plan provides the following benefits:

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



How Much Do I Pay?

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

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

Your Benefit Payments

How and when we pay your monthly benefits

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

Recurrent disability payments

- If you become *disabled* due to a *recurrent disability*, we will resume *monthly benefit* payments. This will be considered a continuation of the *disability period* and will not exceed the *maximum benefit period*.
 - *Recurrent disability* means a *disability* that:
 - is within 12 months after your *monthly benefits* end, and
 - occurs from the same or related cause before the end of the *maximum benefit period*.



What is Excluded?

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

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

Out of Country Exclusion

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

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

While *you* are outside of Canada:

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



What Are The Coverage Minimums and Maximums?

Total Coverage Provision

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

Maximum Benefit Period

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

Maximum Rehabilitation Expense Benefit

The maximum *rehabilitation expense* benefit, which is paid during the *disability period*, equals a single *monthly benefit per disability period*. This means you will receive an additional one-time maximum of \$500, \$1,000 or \$1,500 (as reflected in the coverage summary) per *disability period*.

Increasing and decreasing your coverage amounts

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

When Coverage Begins And Ends

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

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

- your 70th birthday;
- a *premium* payment remains due but unpaid by the end of the *grace period* causing your coverage to *lapse*;



- we receive a verbal or written request from *you* to cancel coverage; or
- the date of *your* death.

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

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

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

We will end *your* coverage if:

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

Reinstating *Your* Coverage

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

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

What If I Enroll, But Later Change My Mind?

You have a 30 day review period from *your effective date* of coverage as outlined in the "Coverage Summary" to review the benefits provided and decide whether or not the coverage meets *your*



needs. If *you* decide to cancel *your* coverage during this period, please call us at **1-888-788-0839** and *your* Insurance Certificate will be cancelled as of the *effective date*. *Premiums* withdrawn during this period will be refunded.

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

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

How Do I Make A Claim?

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

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

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

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

We must receive a *claim* within a specific time:

- For *disability* claims the max period is 24 months to use the rehab expense *claims*, the *claim* must be made within 90 days of the date of *disability*.
- We may ask for proof in one or more forms described above. If we do, the claimant must provide the requested proof within 30 days. If unable to meet the 30 days, we may grant an extension which must be agreed upon between *us* and the claimant.



Before we pay a claim:

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

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

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

Additional Information About *Your* Coverage

- **Integration of Benefits:** Subject to the Total Coverage Provision, if *you* have other insurance in addition to this Insurance Certificate *we* will not pursue any integration or coordination of benefits including if *you* receive *disability* payments from another source (For example: employer, government or other individual *disability* insurance coverage).
- **Misstatement of Age**
If an Insurance Certificate is issued to *you* based on an incorrect age, one of the following may apply:
 - if *you* are still eligible for insurance, the *premium* amount will be adjusted to the correct amount based on *your* correct date of birth *on your effective date*; and
 - If overpaid, *we* will refund the excess *premiums* calculated at the time a *claim* is made against this Insurance Certificate; or
 - If underpaid, *we* will decrease the benefit amount by the amount underpaid at the time a *claim* is made against this Insurance Certificate;
 - If *you* are not eligible for insurance, all coverage under this Group Master Policy will be considered never to have been in force and *we* will refund all *premiums* paid.
- **Misrepresentation**
 - *We* rely on the truth and completeness of the statements and answers *you* give *us* as evidence of insurability.
 - *You* understand that *we* may void *your* insurance coverage if *you* have concealed or



misrepresented any information.

- After insurance has been in effect for two (2) years from the *effective date* or reinstatement *effective date*, we will treat all of the answers *you* gave as evidence of insurability as true, except for cases of fraudulent misrepresentation. This does not apply to information about *your* date of birth, in which case, section Misstatement of Age above will apply.
- **Assignment:** This Insurance Certificate may not be transferred or assigned.
- **Waiver:** We shall not be deemed to have waived or changed any condition of this Insurance Certificate, either in whole or in part, unless such waiver or change is clearly expressed in writing and signed by an officer of *ours*.
- **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.
- **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 *monthly benefits* will be provided. The principal provisions of the Group Master Policy affecting *insured persons* are summarized in this Insurance Certificate.



Definitions of the Terms We've Used

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

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

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

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

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

Disability / Disabled

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

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

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

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

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



Effective Date means the date that a completed enrolment is approved by us and shown in the Insurance Certificate. It refers to the date the specific coverage became inforce; coverage months and years are counted from the *effective date*.

Elimination Period means the number of consecutive days the *insured person* must be *disabled* before *monthly benefits* begin and after the *start date of disability*.

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

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

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

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

Injury does not include:

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

Regardless of:

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

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

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

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

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



Physician means a qualified doctor, licensed and practicing medicine in Canada. A *physician* must not be the *insured person*, a relative of or business associate of the *insured person*.

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

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

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

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

Recurrent Disability means a *disability* that:

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

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

Rehabilitation Expense means expenses incurred from services performed by a *physician* after the *start date of disability* for the purposes of returning to work.

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

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

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



Contact Information

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

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

SAMPLE



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

Please read carefully

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

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



Authorization

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

Payment By Bank Account

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

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

Your response: Yes

Use of Information

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

Do I have *your* consent?

Your response: Yes



Privacy Agreement

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

You acknowledge, authorize and agree as follows:

Collecting And Using *Your* Information

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

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

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

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



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

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

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

Disclosing *Your* Information

We may disclose Information, including as follows:

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



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

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

Sharing Information Within TD

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

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

You may not withdraw your consent for these purposes.

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

Additional Collections, Uses And Disclosures

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



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

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

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

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

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



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 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.



Notes:

SAMPLE

Warren Boffet
123 Greystone Walk Drive
Toronto, ON M1K 5J5

PERSONAL AND CONFIDENTIAL

SAMPLE