

# Protection For Your Personal Loan

**Protect What's  
Important**

Distribution Guide and  
Certificate of Insurance



592148(0317)  
For use in Quebec only

# Protection For Your Personal Loan

Protect What's Important

## Distribution Guide and Certificate of Insurance

▶ **Accidental Dismemberment coverage provided by:**

TD Life Insurance Company ("TD Life")  
P.O. Box 1  
TD Centre  
Toronto, Ontario M5K 1A2  
Toll Free Fax: 1-866-534-5534

▶ **All other coverages provided by:**

The Canada Life Assurance Company  
("Canada Life")  
Creditor Insurance Department  
330 University Avenue  
Toronto, Ontario M5G 1R8  
Fax: 416-552-6633

▶ **Administered by:**

TD Life

## Protecting You From The Unexpected

You've taken out a personal loan to improve your quality of life. Loan Life and Disability Insurance helps protect you and your family if you become disabled, suffer an accident or die.

This booklet describes the insurance provided to **TD Canada Trust Personal Loan customers** who are covered by **Loan Life and/or Disability Insurance**. It contains important information about life, accidental dismemberment and disability coverages.

Loan Life and Disability Insurance provides valuable coverage at competitive group premium rates. Your cost of Life Insurance is based on your age when you apply and the initial amount of your loan. Your cost of

Disability Insurance is based on the loan amortization period and the amount of your loan at application.

Accidental dismemberment coverage is included with life coverage. Disability Insurance can be added to your life coverage. You need to have Life Insurance to obtain Disability Insurance.

Once you're covered, the insurance benefit can pay down the balance of your insured TD Canada Trust Personal Loan.

You can insure additional borrowers or guarantors for Loan Life and Disability Insurance. A 15 per cent discount applies to you where there are multiple insured persons on the same loan.

## ► Distribution Guide

### **Name of Insurance Product:**

**Loan Life and Disability Insurance for your TD Canada Trust Personal Loan**

### **Type of Insurance Product:**

**Group Creditor Insurance**

### **Name and Address of Insurers:**

► **Accidental Dismemberment coverage provided by:**

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

► **Administered by:**

TD Life Insurance Company  
Toll Free Phone: 1-888-983-7070  
Toll Free Fax: 1-866-534-5534

► **Name and Address of Distributor:**

TD Canada Trust\*  
500 Rue St Jacques St 12<sup>th</sup> Floor  
Montreal, QC CAN H2Y1S1  
Phone 1-888-983-7070  
Fax 1-866-534-5534

► **All other coverages provided by:**

The Canada Life  
Assurance Company  
Creditor Insurance Department  
330 University Avenue  
Toronto, Ontario M5G 1R8  
Fax: 416-552-6633

\*TD Canada Trust means The Toronto-Dominion Bank and its affiliates that provide personal loans.

### **Responsibility of the Autorité des marchés financiers**

*The Autorité des marchés financiers does not express an opinion on the quality of the product offered in this guide. The Insurers alone are responsible for any discrepancies between the wording of the guide and the policy.*

# Table of Contents

- Introduction** ..... 4
- About the Insurers** ..... 4
- Description of the Products Offered** ..... 4
  - Nature of the Coverage..... 4
- Summary of Specific Features** ..... 5
  - Persons Who May Apply for This Protection ..... 5
  - Confirmation of Insurance ..... 5
  - Amount of Protection ..... 5
  - Beneficiary of the Insurance ..... 5
  - Premiums to Be Paid by the Insured..... 5
  - Effective Date of Coverage ..... 6
- Exclusions and Limitations** ..... 6
- Cancellation and End of Insurance** ..... 8
  - End of the Insurance Coverage ..... 8
- Proof of Loss or Claim**..... 8
  - Submission of a Claim..... 8
  - Insurer’s Reply ..... 9
  - Appeal of an Insurer’s Decision and Recourses..... 9
- Definitions of the Terms We’ve Used** ..... 9
- Similar Products**..... 10
- For More Information** ..... 10
- Referral to the Autorité des marchés financiers** ..... 10
- Forms**
  - Notice of Rescission of an Insurance Contract..... back of book
  - Notice of Free Choice of Insurer of Representative..... back of book

*In this Distribution Guide, You and Your refers to anybody who is liable to pay the personal Loan and who is applying for insurance described in this guide.*

## Introduction

This Distribution Guide describes the *Loan Life* and *Disability Insurances* offered to *TD Canada Trust* customers who are applying for a new personal *Loan* or have an existing personal *Loan*. The terms and conditions of this insurance product are contained in the Certificate of Insurance and in the group insurance policies. Any coverage will be governed by the Certificate of Insurance and by the group insurance policies.

## About the Insurers

Accidental dismemberment coverage is provided by TD Life Insurance Company (TD Life), under group insurance *Policy #G/H.60156AD* issued to The Toronto-Dominion Bank. All other coverages are provided by The Canada Life Assurance Company (Canada Life), under group *Policy #G/H.60156* issued to The Toronto-Dominion Bank and administered by TD Life.

References to the Insurers hereafter mean Canada Life and TD Life as applicable.

# ▶ Description of the Products Offered

## Nature of the Coverage

For definitions of all italicized terms in this Distribution Guide, please refer to the "Definitions of the Terms We've Used" section on page 9.

You can choose to apply for

- *Loan Life* and *Disability Insurance*; **or**
- *Loan Life Insurance* only.

There is no limit to the number of borrowers who can be insured.

### ***Loan Life Insurance***

Personal *Loan Life Insurance* can pay off *your* personal *Loans* if:

- you die; **or**
- you suffer certain bodily injuries resulting from an *Accident*:
  - o which are solely and directly caused by an *Accident*;
  - o which occur within 365 days of the *Accident*; **and**
  - o which are beyond remedy by surgical or other means.

### ***Loan Disability Insurance***

*Loan Disability Insurance* can pay a benefit towards *your* personal *Loans* payments if you become *Totally Disabled*.

## Summary of Specific Features

### Persons Who May Apply for This Protection

Anyone who is liable to TD Canada Trust to pay the personal Loan off and who is a Canadian resident can apply for coverage.

#### For **Loan Life Insurance**

- You must be between **18 and 69** years old on the date of Application.

#### For **Loan Disability Insurance**

- You must be approved for Loan Life Insurance; **and**
- You must be between **18 and 69** years old on the date of Application.

To be eligible:

- Your Loan must have an amortization period of **20 years or less**;
- You must not have applied for or be receiving disability payments, benefits or disability pensions from any source in the 30 days prior to your Application; **and**
- You must apply for coverage within **30 days** after you received the funds for your Loan.

### Confirmation of Insurance

Once you have completed and submitted the insurance Application to TD Life and / or TD Canada Trust, and if you meet the eligibility criteria, the completed insurance Application will be your proof of insurance.

**You may be covered for Loan Life Insurance and Loan Disability Insurance or for Loan Life Insurance only. Please refer to your Application for verification of coverage.**

### Amount of Protection

#### **Life Insurance Amount**

The following terms will have the same meaning as is set out in your TD Canada Trust Loan agreement and any associated credit agreement with TD Canada Trust: arrears, and balance.

**Your Loan Life Insurance can pay up to \$250,000 for all your combined Loans.** The insurance benefits payable include:

- the outstanding balance of your Loan up to \$250,000;
- plus any interest charged up to one year from the date you died or suffered a covered loss; **and**
- minus any Loan Payments that are in arrears prior to the date we determine benefits.

#### **Disability Insurance Amount**

If you become *Totally Disabled*, your Loan Disability Insurance can pay your regular monthly Loan Payments to a maximum of **\$2,000** per month for a maximum of 60 months for all of your TD Canada Trust Personal Loans combined.

If we pay disability benefits, no premium will be collected for the Disability Insurance portion of your coverage. However, premiums will continue to be collected from you for the Life Insurance portion of coverage.

#### **Beneficiary of the Insurance**

We will pay the personal Loan Life and Disability Insurance benefit to TD Canada Trust to pay off or pay down the outstanding personal Loan balance.

#### **Premiums to Be Paid by the Insured**

Your cost for Loan Life Insurance is based on your age when you apply and the amount of your Loan. Your cost for Loan Disability Insurance is based on the Loan amortization period and the amount of your Loan.

If you choose to insure more than one person under the same coverage, you will obtain a 15% multi-insured discount on the total of your individual premiums.

The applicable premium rates appear in the table on the following page.

**For example**, if you are 34 years old and your spouse is 30, and you have a \$20,000 Loan amortized over 36 months, your monthly insurance cost would be:

**Life Insurance** premium:

$$(\$0.23 + \$0.19) \times \$20,000 \div \$1,000 = \$8.40 \text{ less}$$

$$15\% \text{ multi-insured discount} = \$7.14$$

**Disability Insurance** premium:

$$\$1.06 \times 2 \times \$20,000 \div \$1,000 = \$42.40 \text{ less } 15\% \text{ multi-insured discount} = \$36.04$$

Total combined monthly premium = \$43.18 plus 9% provincial sales tax.

If the rates are increased, the increase will apply to everyone covered. You will be notified in writing before changes to the rates are made.

## Exclusions and Limitations

### Caution

An insurance benefit will not be paid and coverages will be terminated if *you* give any false or incomplete responses to:

- information that we require to approve *your* insurance; **or**
- information *you* give when requesting any change to *your* coverage.

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

- *your* death occurs before the insurance coverage comes into effect;
- *your* death occurs within 6 months of the coverage taking effect and results directly or indirectly from a medical condition, sickness or injury for which medical advice, consultation or treatment was received during the 6 months prior to *your* coverage taking effect;
- *your* death is a result of, associated with or happens while *you* are committing a criminal offence;
- *your* insurance coverage has been in force for less than 2 years, and *you* die from suicide or intentionally self-inflicted injuries (whether *you* are aware or not aware of the result of *your* actions, regardless of *your* state of mind). If this happens, we will refund all premiums *you* paid; **or**
- the life claim is not made within one year of the date of death.

### We will not pay an accidental dismemberment benefit if:

- the accidental dismemberment occurs before the insurance coverage comes into effect;
- the accidental dismemberment was due to drug or alcohol misuse or abuse;
- the loss is caused by intentionally self-inflicted injuries (whether *you* are aware or not aware of the result of *your* actions, regardless of *your* state of mind);
- the loss caused by an *Accident* occurs more than 12 months after that *Accident*;
- the loss is a result of, associated with or happens while *you* are committing a criminal offence;

### Life Insurance:

#### Monthly Premium Rate per \$1,000 of Single Coverage†

Your Age	Rate	Your Age	Rate
Under 31	\$0.19	51 to 55	\$0.49
31 to 35	\$0.23	56 to 60	\$0.70
36 to 40	\$0.25	61 to 65	\$1.00
41 to 45	\$0.31	66 to 69	\$1.50
46 to 50	\$0.37		

† 9% provincial sales tax will be added

### Disability Insurance:

#### Monthly Premium Rate per \$1,000 of Single Coverage†

Loan amortization period	Rate
12 months and under	\$1.50
13 to 24 months	\$1.27
25 to 36 months	\$1.06
37 to 48 months	\$0.97
49 months and over	\$0.90

† 9% provincial sales tax will be added

## Payment Frequency

We will withdraw *your* first insurance premium and any applicable taxes once the *Loan* has been advanced. We will withdraw all subsequent insurance premiums and any applicable taxes on the same day and from the same account *you* make *your* personal *Loan* Payments.

## Effective Date of Coverage

If,

- *your* personal *Loan* is approved; **and**
- *you* have met the eligibility requirements to apply for insurance;

then *your* insurance coverage will be automatically approved and will take effect on the later of the following dates:

- the *Loan* advance date; **or**
- the date *you* have submitted *your* insurance *Application* to TD Life or TD Canada Trust.

## Exclusions and Limitations (continued)

- the claim is not made within one year of the date of loss; **or**
- the injuries result either directly or indirectly from any illness, medical condition or congenital defect, regardless of:
  - whether the illness or condition arose before or after *your Loan Life Insurance* 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.

### **We will not pay a *Disability Insurance* benefit if:**

- *your Total Disability* occurs before the insurance coverage comes into effect;
- *your Total Disability* occurs within 6 months of the coverage taking effect and results directly or indirectly from a medical condition, sickness or injury for which medical advice, consultation or treatment was received during the 6 months prior to *your* coverage taking effect;
- *your Total Disability* is a result of a normal pregnancy;
- *your Total Disability* was due to drug or alcohol misuse or abuse unless *you* are participating in a rehabilitation or treatment program approved by *us*;
- *your Total Disability* is caused by intentionally self-inflicted injuries (whether *you* are aware or not aware of the result of *your* actions, regardless of *your* state of mind);
- *your Total Disability* is a result of, associated with or happens while *you* are committing a criminal offence;
- *your* claim is not made within one year of the date of *your Total Disability*; **or**
- if two or more persons insured on the *Loan* are *Totally Disabled* at the same time, *we* will only pay benefits for the first person who became *Totally Disabled*.

**In the event *you* are *Totally Disabled*, *we* will pay a benefit to *TD Bank* towards *your Loan Payments* after the *Elimination Period*.**

**When *we* pay an insurance benefit, *we* will pay *your* monthly *Loan Payment* subject to the maximum amount of \$2,000 and 60 *Loan Payments*. Where *you***

## Exclusions and Limitations (continued)

**are only *Totally Disabled* for a portion of any month, *your* benefit payment will be prorated accordingly.**

**If *we* determine that *you* have recovered and are no longer *Totally Disabled*, *we* will stop paying benefits.**

**If *your Total Disability* recurs from the same cause and *you* are *Totally Disabled* again within 90 days of the date *we* stopped paying benefits, *we* will waive the *Elimination Period*, which is 30 consecutive days after being *Totally Disabled*, and resume paying benefits.**

**However, if *your Total Disability* recurs later than 90 days after the payment of benefits stopped, or if *you* suffer a *Total Disability* from a different cause, *we* will treat it as a new claim and a new *Elimination Period* will apply.**



## ▶ Cancellation and End of Insurance

This insurance coverage can be cancelled at any time without the consent of the other borrowers. Simply visit a *TD Canada Trust* branch or call TD Life Customer Service at 1-888-983-7070 to cancel *your Loan Life and Disability Insurance*.

*You* will be able to cancel *your* coverage by phone anytime after the first 10 days following the date *you* completed *your* insurance *Application*, if we can confirm *your* identity. In that case, *your* cancellation will be effective upon completion of the call.

Otherwise, we require a written request from *you* to confirm *your* cancellation. Cancellation will be effective on the date the request is received by us.

Send *your* written request for cancellation to the address of the administrator indicated at the front of this guide. *You* may also use the "Notice of Rescission of an Insurance Contract" included in this guide.

If *you* cancel *your* coverage within **30 days** of the date of applying for insurance, we will refund any premiums paid provided no claims have been made. *You* may cancel *your* coverage at any time after the 30 days and we will refund any unearned premiums.

### End of the Insurance Coverage

#### *Life Insurance and Disability Insurance*

Once *you* are insured, *Life Insurance* coverage and *Disability Insurance* coverage (if applicable) ends without notice to *you* on the date when one of the following occurs:

- *you* die;
- *you* no longer are a borrower or guarantor of the *Loan*;
- *you* are declared bankrupt;
- *you* turn 70 years old;
- we receive a written request from *you* to cancel *your* insurance coverage or, if we are able to confirm *your* identity, we receive *your* request by telephone to cancel the coverage;
- *your Loan* is paid in full, refinanced, or assumed by another person for any reason\*;
- *your Loan* is transferred to another financial institution\*;
- *your* insurance premium is in arrears three months or more\*;
- 30 days after we or *TD Canada Trust* give *you* written notice of the termination of the *Policy*\*;
- *TD Canada Trust* starts legal proceedings against *you* concerning *your Loan*\*;

- we pay any *Life Insurance* benefit against *your Loan*\*; **or**
- we pay 60 monthly *Loan Payments* for *your Disability Insurance* benefit.\*\*

\*This will end the *Loan Life* and *Disability Insurance* coverage for all insured borrowers and guarantors.

\*\*This will end the *Loan Disability Insurance* coverage for all insured borrowers and guarantors.

When *your* insurance coverage ends for any reason, neither the Insurer nor *TD Canada Trust* will notify the other person(s) liable to *TD Canada Trust* for the *Loan*.

**Note:** *Your* insurance coverage may end prior to the repayment of *your Loan*.

## ▶ Proof of Loss or Claim

### Submission of a Claim

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

The original claim form and proof of death, loss or diagnosis of illness must be received by TD Life as soon as possible after the event, but **no later than the time limitations as follows:**

**For a life claim**, the claim must be submitted within **one year** of the date of death.

**For an accidental dismemberment claim**, *you* must submit *your* claim within **one year** of the date of *your* loss.

**For a Disability Insurance claim**, *you* must submit *your* claim within **one year** of the date of becoming *Totally Disabled*.

**Any claims that are submitted after these deadlines will not be paid.**

Additional proof or information regarding the claim may also be required.

We may also require additional proof or information regarding the claim and for *you* to be examined by a physician of *our* choice to validate a claim. We will only pay benefits after these requirements are satisfied.

All claims should be sent to:

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

We determine the amount of *your* benefit from the date they receive *your* claim.

*You* are responsible for continuing to pay for *your* insurance premiums and *your Loan Payments* until *you* are informed that

*your* claim has been approved. If a disability claim is approved, we will not collect premiums for *Disability Insurance*, but will continue to collect premiums for *Life Insurance*.

You are limited to only one claim for *Life Insurance* per insured personal *Loan*. If *you* have insured more than one personal *Loan*, we will make insurance benefit payments to each personal *Loan* in the order in which *you* insured *your* personal *Loans*.

For an explanation regarding the calculation of the benefit amount, please refer to the section “How a *Life Insurance* Benefit is Determined” or “How a *Disability Insurance* Benefit is Determined” in the Certificate of Insurance.

The maximum amount that will be paid for all *your* insured personal *Loans* will not be greater than **\$250,000**.

### Insurer’s Reply

Once the required proof of death, loss or diagnosis of illness has been received and the claim has been approved, payment will be made by the Insurer within **30 days**.

### Appeal of an Insurer’s Decision and Recourses

If *your* claim is refused, *you* can appeal this decision by submitting new information to the Insurer. *You* may also consult the Autorité des marchés financiers or *your* own legal advisor.

## Definitions Of The Terms We’ve Used

The Distribution Guide used the following terms, which are identified in *italics*:

<b>Accident</b>	a violent, sudden and unexpected action from an external source but does not include injuries resulting either directly or indirectly from any illness, medical condition or congenital defect, regardless of: <ul style="list-style-type: none"> <li>• whether the illness or condition arose before or after <i>your</i> coverage starts;</li> <li>• how the insured person came to suffer from the illness or condition; or</li> <li>• whether the illness, condition or defect or resulting injury was expected or unexpected.</li> </ul>
<b>Application</b>	the completed written, printed, electronic and/or telephone Application for <i>Loan Life</i> and <i>Disability Insurance</i> , including the Health Questionnaire, if applicable.
<b>Disability Insurance</b>	coverage if <i>you</i> become <i>Totally Disabled</i> as more fully described in the “Disability Insurance” section.
<b>Elimination Period</b>	the first 30 consecutive days that <i>you</i> are unable to perform all or substantially all of the duties of the occupation <i>you</i> were working at before <i>you</i> became disabled. <i>You</i> will not be paid a disability benefit during this period.
<b>Life Insurance</b>	includes life and accidental dismemberment coverages.
<b>Loan(s)</b>	<i>your</i> fixed or variable rate <i>TD Canada Trust</i> Personal Loan.
<b>Loan Payment(s)</b>	refers to the amount of principal and interest <i>you</i> pay on a regularly scheduled basis, which over time repays the <i>Loan</i> in full.
<b>Policy</b>	group Policy #G/H.60156 issued by Canada Life to <i>TD Bank</i> , which provides life and optional <i>Disability Insurance</i> coverage, and group Policy #G/H.60156AD issued by TD Life to <i>TD Bank</i> which provides accidental dismemberment coverage.
<b>TD Bank</b>	The Toronto-Dominion Bank.
<b>TD Canada Trust</b>	<i>TD Bank</i> and those of its affiliates that provide <i>Loans</i> .
<b>Totally Disabled/ Total Disability</b>	due to <i>Accident</i> or sickness: <ul style="list-style-type: none"> <li>• during the first 30 consecutive days, <i>you</i> are unable to perform all or substantially all of the duties of the occupation <i>you</i> were working at before <i>you</i> became disabled. This is called the <i>Elimination Period</i>. <i>You</i> will not be paid a disability benefit during this period;</li> <li>• for the first 12 months following the <i>Elimination Period</i>, <i>you</i> are unable to perform all or substantially all of the duties of the occupation <i>you</i> were working at before <i>you</i> became disabled;</li> <li>• after the first 12 months following the <i>Elimination Period</i>, <i>you</i> are completely unable to engage in any occupation for which <i>your</i> education, training or experience qualifies <i>you</i>.</li> </ul>
<b>You and your</b>	the borrower(s) or guarantor(s) who is/are insured under the <i>Policy</i> .
<b>We, us and our</b>	TD Life for accidental dismemberment coverage, and Canada Life for all other coverages, as applicable.

## ▶ Similar Products

*Loan Life and Disability Insurance* is specifically designed for *TD Canada Trust* personal *Loan* customers. However, other types of similar coverage may exist in the market.

### For More Information

For more information about *Loan Life and Disability Insurance*:

- Refer to the *Loan Life and Disability Insurance Application* and the Certificate of Insurance.
- Contact *your* local *TD Canada Trust* branch or call TD Life Customer Service at 1-888-983-7070.

This Distribution Guide is meant to provide an overview of the features and benefits of the insurance described. It is not intended to replace any Certificate of Insurance issued where a complete description of coverage is provided.

### Referral to the Autorité des marchés financiers

For more information about the Insurer's obligation and the distributor's obligation to *you*, the customer, *you* can contact the Autorité des marchés financiers at:

#### **Autorité des marchés financiers**

Place de la Cité, Tour Cominar  
2640 Laurier blvd, 4<sup>th</sup> floor  
Quebec, Quebec G1V 5C1

Toll free: 1 877 525-0337  
Quebec City: (418) 525-0337  
Montreal: (514) 395-0337

Internet: <http://www.lautorite.qc.ca>

# Protection For Your Personal Loan

Protect What's Important

## Distribution Guide and Certificate of Insurance

▶ **Accidental Dismemberment coverage provided by:**

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

▶ **All other coverages provided by:**

The Canada Life Assurance Company  
("Canada Life")  
Creditor Insurance Department  
330 University Avenue  
Toronto, Ontario M5G 1R8

▶ **Administered by:**

TD Life

# Contents

## Certificate Of Insurance

Introduction to Your Insurance Coverages . . . . .	13
Beneficiary Information . . . . .	13
Who Is Eligible for Insurance . . . . .	13
How To Apply . . . . .	14
How To Submit A Claim . . . . .	14
We Must Receive A Claim Within A Specific Time . . . . .	14
Additional Claim Information . . . . .	14
Definitions Applicable to Loan Life and Disability Insurance . . . . .	14

## Coverages

Life Insurance. . . . .	15
When Your Life Insurance Starts. . . . .	15
Maximum Life Insurance Amounts You Can Apply For . . . . .	15
How a Life Insurance Benefit is Determined . . . . .	15
When We Pay a Life Benefit. . . . .	15
When We Will Not Pay a Life Benefit . . . . .	15
When We Will Pay An Accidental Dismemberment Benefit . . . . .	15
When We Will Not Pay An Accidental Dismemberment Benefit . . . . .	16
When We May Not Pay Any Benefit and Terminate All Your Coverage . . . . .	16
Definitions Applicable to Loan Life and Accidental Dismemberment Coverages . . . . .	16
Disability Insurance . . . . .	17
When Your Disability Insurance Starts . . . . .	17
Maximum Disability Insurance Amount . . . . .	17
How A Disability Insurance Benefit is Determined. . . . .	17
When We Pay a Disability Insurance Benefit . . . . .	17
When We Will Not Pay a Disability Benefit . . . . .	17
When We May Not Pay Any Benefit and Terminate All Your Coverage . . . . .	18
When Your Life and/or Disability Insurance Ends . . . . .	18
Definitions Applicable to Loan Disability Insurance . . . . .	18
Premium Information for Life and Disability Insurance . . . . .	19
Premium Rates. . . . .	19
How To Calculate Your Premium . . . . .	19
Definitions of The Terms We've Used . . . . .	20
Commonly Asked Questions About Loan Life and Disability Insurance . . . . .	21
Privacy Agreement. . . . .	22
Protecting Your Personal Information . . . . .	25

# Certificate of Insurance

Pages 13 to 20 of this booklet form the Certificate of Insurance, which applies to persons covered by *Loan Life* and *Disability Insurance*.

**Note:** In this Certificate of Insurance, *you* and *your* refer to a borrower(s) or guarantor(s) who is/are insured under the *Policy*. *We, us* and *our* refers to Canada Life or TD Life as applicable\*.

## Introduction to Your Insurance Coverages

*Loan Life* and *Disability Insurance* provides life, accidental dismemberment, and disability coverages as described below:

- For life coverage, we will pay TD Bank a benefit amount towards *your Loan* in the event of *your* death.
- For accidental dismemberment coverage, we will pay TD Bank a benefit amount towards *your Loan* in the event *you* suffer a covered loss (See page 15-17 of the Certificate of Insurance for details on covered losses).
- For disability coverage, we will pay TD Bank a benefit amount to cover *your* regular monthly *Loan Payments* in the event *you* become *Totally Disabled* (See page 18 of the Certificate of Insurance for the definition of *Totally Disabled*). Disability coverage is optional and only available if *you* enroll for *Loan Life Insurance*.

The maximum coverage that *you* can apply and be insured for is \$250,000 for *Life Insurance* and \$2,000 monthly for *Disability Insurance* for a maximum of 60 months for all of *your TD Canada Trust Personal Loans* combined.

If *you* apply and are insured with *Loan Life Insurance*, with or without optional *Disability Insurance*, the terms and conditions of *your* coverage under the *Policy* consist of:

- *your Application*;
- *your* Certificate of Insurance included in this booklet;
- any other documents we require *you* to submit;
- *your* answers to questions we may ask *you* in considering *your* coverage, whether communicated verbally, in writing or electronically; and
- any written confirmation of coverage we may provide *you*.

In addition, subject to applicable law, *you* or a person making a claim may request:

- a copy of *your Application*;
- a copy of the Certificate of Insurance;

- a copy of any other documents we require *you* to submit; and
- a copy of *your* answers to questions we may ask *you* in considering *your* coverage, whether communicated verbally, in writing or electronically.

*You* or a person making a claim on *your* behalf may request copies of any of these documents at any time by calling TD Life at **1-888-983-7070**.

\*Accidental dismemberment coverage is provided by TD Life Insurance Company ("TD Life") under group policy #G/H.60156AD. All other coverages are provided by The Canada Life Assurance Company ("Canada Life") under group policy #G/H.60156. TD Life is the authorized administrator for Canada Life.

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

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

## Beneficiary Information

When a claim is approved, we will pay the benefit amount to *TD Bank* to apply to *your Loan* or *Loan Payments*.

## Who Is Eligible For Insurance

*Loan Life* and *Disability Insurance* is offered exclusively to *TD Canada Trust Personal Loan* customers or guarantors.

To be eligible to apply for *Loan Life* and *Disability Insurance* on *your Loan*:

- *you* are a Canadian resident; and
  - o *you* are between 18 and 69 years old on the date of *Application*; and
  - o *you* have a *Loan* amortization period of 20 years or less; and
  - o *you* apply for coverage within 30 days of receiving the funds for *your Loan*; and
  - o *you* have not applied or received disability payments, benefits or disability pensions from any source in the 30 days prior to *your Application*.

A Canadian resident is any person who:

- has lived in Canada for a total of 183 days or more within the last year (days do not need to be consecutive); or
- is a member of the Canadian Forces.

**Note:** Any borrower or guarantor on this *Loan* can apply for *Loan Life* and *Disability Insurance*.

## How To Apply

To apply for coverage, *you* must complete and submit an *Application*. *You* can apply for coverage at any time through a *TD Canada Trust* branch.

## How To Submit A Claim

Claim forms are available by calling TD Life at **1-888-983-7070** or online at **tdinsurance.com/claims**.

## We Must Receive A Claim Within A Specific Time:

- For a *Life Insurance* claim, *you* must submit *your* claim within **one year** of the date of death.
- For an accidental dismemberment claim, *you* must submit *your* claim within **one year** of the date of *your* loss.
- For a *Disability Insurance* claim, *you* must submit *your* claim within **one year** of the date of becoming *Totally Disabled*.

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

We may also require:

- additional proof or information regarding the claim;
- *you* to be examined by a physician of *our* choice to validate a claim; or
- both; in any case, *we* will only pay benefits after these requirements are satisfied.

## Additional Claim Information

- *You* are limited to one claim for life or accidental dismemberment per *Loan*.
- *You* are responsible for continuing to pay *your* insurance premium and *Loan Payments* until *your* claim is approved.
- If a disability claim is approved, *we* will not collect premiums for *Disability Insurance*, but will continue to collect premiums for *Life Insurance*.
- *We* describe how *we* determine the amount of *your* benefit in the sections “Maximum *Life Insurance* Amount *You* Can Apply For” and “Maximum *Disability Insurance* Amount”.
- If *you* have insured more than one *Loan*, *we* will make insurance benefit payments to each *Loan* in the order in which *you* insured *your Loans*.
- 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 *Quebec Civil Code*.

### Definitions Applicable to *Loan Life* and *Disability Insurance*

**Application:** the completed written, printed, electronic and/or telephone *Application* for *Loan Life* and *Disability Insurance*, including the Health Questionnaire, if applicable.

**Loan(s):** *your* fixed or variable rate *TD Canada Trust* Personal *Loan*.

**Loan Payment(s):** refers to the amount of principal and interest *you* pay on a regularly scheduled basis, which over time repays the *Loan* in full.

**Policy:** group *Policy* #G/H.60156 issued by Canada Life to *TD Bank*, which provides life and optional *Disability Insurance* coverage, and group *Policy* #G/H.60156AD issued by TD Life to *TD Bank* which provides accidental dismemberment coverage.

## Coverages

### Life Insurance

*Life Insurance* includes life and accidental dismemberment.

#### When Your Life Insurance Starts

If *your Loan* is approved and *you* apply no later than 30 days after funds are advanced to *you*, *Life Insurance* starts the later of:

- the date funds are advanced to *you*; or
- the date *you* applied for coverage.

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

*You* can apply to insure the amount of *your Loan* to a maximum of \$250,000 for *Life Insurance* for all of *your* combined *TD Canada Trust Personal Loans*.

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

#### How A Life Insurance Benefit Is Determined

When *we* pay an insurance benefit, *we* will determine the amount payable as of the following dates:

- for life coverage, the date of death;
- for accidental dismemberment coverage, the date of the *Accident*, which caused a covered loss.

When a benefit is paid, subject to the maximum *Life Insurance* amount of \$250,000, *we* pay the following amount associated with *your Loan*:

- the outstanding balance of *your Loan* up to \$250,000;
- plus any interest charged up to one year from the date *you* died or suffered a covered loss;
- minus any *Loan Payments* that are in arrears prior to the date *we* determine benefits.

#### When We Pay A Life Benefit

In the event of death, *we* will pay a benefit to *TD Bank* towards the balance of *your Loan*, as described in "How a *Life Insurance* Benefit is Determined" and subject to any limitations set out in this Certificate of Insurance.

#### When We Will Not Pay A Life Benefit

- *your* death occurs before *your* insurance coverage starts;
- *your* death occurs within 6 months of *you* becoming covered under this Certificate of Insurance, and is the result directly or indirectly of a medical condition, sickness or injury for which medical advice, consultation or treatment was received during the 6 months prior to the start of *your* insurance (this is called a "**pre-existing condition**");
- *your* death is the result of, associated with or happens while *you* are committing a criminal offence;
- *your* insurance has been in force for less than two years, and *you* die from suicide or intentionally self-inflicted injuries (whether *you* are aware or not aware of the result of *your* actions, regardless of *your* state of mind). In this instance, all insurance premiums paid will be refunded; or
- if the claim was not made within one year of the date of death.

For additional exclusions, please refer to section "When We May Not Pay Any Benefit and Terminate All *Your* Coverage".

#### When We Will Pay An Accidental Dismemberment Benefit

In the event of accidental dismemberment, *we* will pay a benefit to *TD Bank*, as described in "How a *Life Insurance* Benefit Is Determined". Accidental dismemberment will be paid if *you* suffer a covered loss, which:

- is a bodily injury;
- is solely and directly caused by an *Accident*;
- occurs within 365 days of the *Accident*; and
- is beyond remedy by surgical or other means.

#### List of covered losses:

- loss of both arms;
- loss of both legs;
- loss of one arm and one leg;
- loss of one leg and sight of one eye;
- loss of one arm and sight of one eye;
- loss of sight in both eyes;
- loss of use of both legs or all limbs due to paraplegia or quadriplegia; and
- loss of use of an arm and leg on one side of the body due to hemiplegia.



Losses are defined as follows:

- loss of an arm means that the limb is severed at or above the wrist joint;
- loss of a leg means that the limb is severed at or above the ankle joint;
- loss of sight means the total and irreversible loss of vision in the eye as confirmed by an ophthalmologist, with corrected visual acuity being 20/200 or less;
- paraplegia means the complete and irrecoverable paralysis of the legs and lower part of the body;
- quadriplegia means the complete and irrecoverable paralysis of the body from the neck down; and
- hemiplegia means the complete and irrecoverable paralysis of one side of the body.

### When We Will Not Pay An Accidental Dismemberment Benefit

- *your* accidental dismemberment occurs before *your* insurance coverage starts;
- *your* accidental dismemberment was due to drug or alcohol misuse or abuse;
- *your* loss is a result of intentionally self-inflicted injuries (whether *you* are aware or not aware of the result of *your* actions, regardless of *your* state of mind);
- *your* loss relates to an *Accident* that occurred more than 12 months before the covered loss occurred;
- *your* loss is the result of, associated with or happens while *you* are committing a criminal offence;
- *your* claim is not made within one year of the date of *your* loss; or
- *your* loss is an injury resulting either directly or indirectly from any illness, medical condition or congenital defect regardless of:
  - o whether the illness or condition began before or after *your* coverage starts;
  - o how *you* came to suffer from the illness or condition; and
  - o whether the illness, condition or defect or resulting injury was expected or unexpected.

For additional exclusions, please refer to section “When We May Not Pay Any Benefit and Terminate All *Your* Coverage”.

### When We May Not Pay Any Benefit and Terminate All *Your* Coverage

- *you* give any false or incomplete responses to information that we require to approve *your* insurance; or
- *you* give any false or incomplete information when requesting any change to *your* coverage.

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

#### Definitions Applicable to Loan Life and Accidental Dismemberment Coverages

**Accident:** a violent, sudden and unexpected action from an external source but does not include injuries resulting either directly or indirectly from any illness, medical condition or congenital defect, regardless of:

- whether the illness or condition arose before or after *your* coverage starts;
- how the insured person came to suffer from the illness or condition; or
- whether the illness, condition or defect or resulting injury was expected or unexpected.

**Application:** the completed written, printed, electronic and/or telephone application for *Loan Life* and *Disability Insurance*, including the Health Questionnaire, if applicable.

**Life Insurance:** includes life and accidental dismemberment coverages.

## Disability Insurance

*Disability Insurance* is coverage if you become *Totally Disabled*. For a definition of *Totally Disabled/Total Disability*, please refer to section “Definitions Applicable to *Loan Disability Insurance*”.

### When Your Disability Insurance Starts

If your *Loan* is approved and you apply no later than 30 days after funds are advanced to you, *Disability Insurance* starts the later of:

- the date funds are advanced to you; or
- the date you applied for coverage.

### Maximum Disability Insurance Amount

The maximum *Disability Insurance* coverage offered on all of your combined *TD Canada Trust Personal Loan(s)* is \$2,000 monthly. The benefit will continue while you are *Totally Disabled* to a maximum of 60 monthly *Loan Payments*.

**Note:** The maximum of 60 monthly *Loan Payments* includes all *Disability Insurance* benefits paid with respect to any insured person on the insured *Loan*.

### How A Disability Insurance Benefit Is Determined

When we pay an insurance benefit, we will pay your monthly *Loan Payment* subject to the maximum amount of \$2,000 and 60 *Loan Payments*. Where you are only *Totally Disabled* for a portion of any month, your benefit payment will be prorated accordingly.

During the period we pay disability benefits:

- you must be under the continuous care of a doctor licensed to practice medicine in Canada;
- cannot be doing any work for pay or for expectation of a profit; and
- we will not collect premiums for the *Disability Insurance* portion of your coverage, but will continue to collect premiums for your *Life Insurance* portion of the coverage.

Additionally:

- If we determine that you have recovered and are no longer *Totally Disabled*, we will stop paying benefits.
- If your *Total Disability* recurs from the same cause and you are *Totally Disabled* again within 90 days of the date we stopped paying benefits, we will waive the *Elimination Period*, which is 30 consecutive days after being *Totally Disabled*, and resume paying benefits.

- However, if your *Total Disability* recurs later than 90 days after the payment of benefits stopped, or if you suffer a *Total Disability* from a different cause, we will treat it as a new claim and a new *Elimination Period* will apply.

### When We Pay A Disability Insurance Benefit

In the event you are *Totally Disabled*, we will pay a benefit to *TD Bank* towards your *Loan Payments* after the *Elimination Period*, subject to any limitations set out in this Certificate of Insurance.

### When We Will Not Pay A Disability Benefit

- your *Total Disability* occurs before your insurance coverage starts;
- your *Total Disability* occurs within 6 months of you becoming covered under this Certificate of Insurance, and is the result directly or indirectly of a medical condition, sickness or injury for which medical advice, consultation or treatment was received during the 6 months prior to the start of your insurance (this is called a “**pre-existing condition**”);
- your *Total Disability* is a result of a normal pregnancy;
- your *Total Disability* is due to drug or alcohol misuse or abuse unless you are participating in a rehabilitation or treatment program approved by the insurer;
- your *Total Disability* is a result of intentionally self-inflicted injuries (whether you are aware or not aware of the result of your actions, regardless of your state of mind);
- your *Total Disability* is a result of, associated with or happens while you are committing a criminal offence;
- your claim is not made within one year of the date of your *Total Disability*; or
- if two or more persons insured on the *Loan* are *Totally Disabled* at the same time, we will only pay benefits for the first person who became *Totally Disabled*.

For additional exclusions, please refer to section “When We May Not Pay Any Benefit and Terminate All Your Coverage”.

## When We May Not Pay Any Benefit and Terminate All *Your* Coverage

- you give any false or incomplete responses to information that we require to approve *your* insurance; or
- you give any false or incomplete information when requesting any change to *your* coverage.

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

## When *Your Life* and/or *Disability Insurance* Ends

*Your Life* and *Disability Insurance* on *your Loan* will automatically end without notice to *you* on the date when any of the following occurs:

- you die;
- you no longer are a borrower or guarantor of the *Loan*;
- you are declared bankrupt;
- you turn 70 years old;
- we receive a written request from *you* to cancel *your* insurance coverage or, if we are able to confirm *your identity*, we receive *your* request by telephone to cancel the coverage;
- *your Loan* is paid in full, refinanced, or assumed by another person for any reason\*;
- *your Loan* is transferred to another financial institution\*;
- *your* insurance premium is in arrears three months or more\*;
- 30 days after we or TD Canada Trust give *you* written notice of the termination of the Policy\*;
- TD Canada Trust starts legal proceedings against *you* concerning *your Loan*\*;
- we pay any *Life Insurance* benefit against *your Loan*\*; or
- we pay 60 monthly *Loan Payments* for *your Disability Insurance* benefit.\*\*

\*This will end the *Loan Life* and *Disability Insurance* coverage for all insured borrowers and guarantors.

\*\*This will end the *Loan Disability Insurance* coverage for all insured borrowers and guarantors.

When *your* insurance coverage ends for any reason, we will not notify the other person(s) liable to TD Canada Trust for the *Loan*.

We will refund any premiums we may owe *you* after *your* coverage ends. If *you* cancel *your* coverage within the first 30 days, *your* premiums will be refunded and coverage will be considered never to have been in force. If a claim is made within the first 30 days, a refund is not provided.

**Note:** *Your* insurance coverage may end prior to repayment of *your Loan*.

### Definitions Applicable to *Loan Disability Insurance*

**Accident:** a violent, sudden and unexpected action from an external source but does not include injuries resulting either directly or indirectly from any illness, medical condition or congenital defect, regardless of:

- whether the illness or condition arose before or after *your* coverage starts;
- how the insured person came to suffer from the illness or condition; or
- whether the illness, condition or defect or resulting injury was or unexpected.

**Disability Insurance:** coverage if *you* become *Totally Disabled* as more fully described in the "*Disability Insurance*" section.

**Elimination Period:** the first 30 consecutive days that *you* are unable to perform all or substantially all of the duties of the occupation *you* were working at before *you* became disabled. *You* will not be paid a disability benefit during this period.

**Totally Disabled/Total Disability:** due to *Accident* or sickness:

- during the first 30 consecutive days, *you* are unable to perform all or substantially all of the duties of the occupation *you* were working at before *you* became disabled. This is called the *Elimination Period*. *You* will not be paid a disability benefit during this period;
- for the first 12 months following the *Elimination Period*, *you* are unable to perform all or substantially all of the duties of the occupation *you* were working at before *you* became disabled;
- after the first 12 months following the *Elimination Period*, *you* are completely unable to engage in any occupation for which *your* education, training or experience qualifies *you*.

## Premium Information For *Life And Disability Insurance*

- *Life Insurance* and *Disability Insurance* premiums are calculated separately and billed jointly.
- The rate used to calculate *your Life Insurance* premium is based on *your* age and the initial *Loan* amount when *you* apply for coverage.
- The rate used to calculate *your Disability Insurance* premium is based on the amortization period of *your Loan* and the initial *Loan* amount when *you* apply for coverage.
- *Your* premiums will not increase for the term of *your Loan*, even as *you* get older.
- A 15% multi-insured discount will apply to the *Life Insurance* premiums if two or more persons are insured with *Life Insurance* on the billing date.
- A 15% multi-insured discount will apply to the *Disability Insurance* premiums if two or more persons are insured with *Disability Insurance* on the billing date.
- Provincial sales taxes are added to *your* premiums, if applicable.

The premium rates per \$1,000 of coverage are shown in the table below. These rates do not include provincial sales taxes.

**Note:** If we increase the rates, the increase will apply to everyone covered. We will let *you* know before making any changes to the rates.

### Premium Rates

#### Life Insurance:

Monthly Premium Rates per \$1,000 of Coverage

Age	Rate	Age	Rate
Under 31	\$.19	51 - 55	\$.49
31 - 35	\$.23	56 - 60	\$.70
36 - 40	\$.25	61 - 65	\$1.00
41 - 45	\$.31	66 - 69	\$1.50
46 - 50	\$.37		

#### Disability Insurance:

Monthly Premium Rates per \$1,000 of the Original *Loan* Amount

Loan amortization period	Rate
12 months or less	\$1.50
13 to 24 months	\$1.27
25 to 36 months	\$1.06
37 to 48 months	\$.97
49 months or more	\$.90

**Note:** For payment frequencies other than monthly, prorated premiums will apply.

### How To Calculate *Your* Premium

We will withdraw *your* insurance premiums, plus any applicable taxes on the same day and from the same account *you* make *your Loan Payments*.

#### To calculate *your* monthly *Life or Disability Insurance* premium:

1. Find the rate that applies to *you* in the tables.
2. Multiply it by the insured amount of *your Loan* as of the date *you* apply for coverage or the date the *Loan* is advanced, whichever is later.
3. Divide the answer by 1,000.
4. Apply the multi-insured discount, if applicable.
5. Apply provincial sales tax, if applicable.

For single and multiple applicants who want to add disability coverage, follow steps 1 through 5 above using the rate for *Disability Insurance* that matches the amortization period of *your Loan* and add to the *Life Insurance* premium.

Examples:

### Single Applicant

You are 34 years old and you have a \$20,000 personal *Loan* amortized over 36 months. Your monthly insurance cost would be:

	Life	Disability
Step 1:	\$0.23	\$1.06
Step 2:	$\$0.23 \times \$20,000$ = \$4,600	$\$1.06 \times \$20,000$ = \$21,200
Step 3:	$\$4,600 \div 1000$ = \$4.60	$\$21,200 \div 1000$ = \$21.20
Step 4:	N/A	N/A
Monthly premium $\$4.60 + \$21.20 = \$25.80$ , plus applicable provincial sales tax		

### Multiple Applicants

You are 34 years old, your spouse is 30 and you have a \$20,000 personal *Loan* amortized over 36 months. Your monthly insurance cost would be:

	Life	Disability
Step 1:	$\$0.23 + \$0.19 = \$0.42$	$\$1.06 + \$1.06 = \$2.12$
Step 2:	$\$0.42 \times \$20,000$ = \$8,400	$\$2.12 \times \$20,000$ = \$42,400
Step 3:	$\$8,400 \div 1000$ = \$8.40	$\$42,400 \div 1000$ = \$42.40
Step 4:	$\$8.40 - 15\% = \$7.14$	$\$42.40 - 15\% = \$36.04$
Monthly premium $\$7.14 + \$36.04 = \$43.18$ , plus applicable provincial sales tax		

## Definitions Of The Terms We've Used

The Certificate of Insurance used the following terms, which are identified in *italics*:

<b>Accident</b>	a violent, sudden and unexpected action from an external source but does not include injuries resulting either directly or indirectly from any illness, medical condition or congenital defect, regardless of: <ul style="list-style-type: none"> <li>whether the illness or condition arose before or after your coverage starts;</li> <li>how the insured person came to suffer from the illness or condition; or</li> <li>whether the illness, condition or defect or resulting injury was expected or unexpected.</li> </ul>
<b>Application</b>	the completed written, printed, electronic and/ or telephone Application for <i>Loan Life</i> and <i>Disability Insurance</i> , including the Health Questionnaire, if applicable.
<b>Disability Insurance</b>	coverage if you become <i>Totally Disabled</i> as more fully described in the "Disability Insurance" section.
<b>Elimination Period</b>	the first 30 consecutive days that you are unable to perform all or substantially all of the duties of the occupation you were working at before you became disabled. You will not be paid a disability benefit during this period.
<b>Life Insurance</b>	includes life and accidental dismemberment coverages.
<b>Loan(s)</b>	your fixed or variable rate <i>TD Canada Trust</i> Personal Loan.
<b>Loan Payment(s)</b>	refers to the amount of principal and interest you pay on a regularly scheduled basis, which over time repays the <i>Loan</i> in full.
<b>Policy</b>	group Policy #G/H.60156 issued by Canada Life to <i>TD Bank</i> , which provides life and optional <i>Disability Insurance</i> coverage, and group Policy #G/H.60156AD issued by TD Life to <i>TD Bank</i> which provides accidental dismemberment coverage.
<b>TD Bank</b>	The Toronto-Dominion Bank.
<b>TD Canada Trust</b>	<i>TD Bank</i> and those of its affiliates that provide <i>Loans</i> .
<b>Totally Disabled/Total Disability</b>	due to <i>Accident</i> or sickness: <ul style="list-style-type: none"> <li>during the first 30 consecutive days, you are unable to perform all or substantially all of the duties of the occupation you were working at before you became disabled. This is called the <i>Elimination Period</i>. You will not be paid a disability benefit during this period;</li> <li>for the first 12 months following the <i>Elimination Period</i>, you are unable to perform all or substantially all of the duties of the occupation you were working at before you became disabled;</li> <li>after the first 12 months following the <i>Elimination Period</i>, you are completely unable to engage in any occupation for which your education, training or experience qualifies you.</li> </ul>
<b>You and your</b>	the borrower(s) or guarantor(s) who is/are insured under the <i>Policy</i> .
<b>We, us and our</b>	TD Life for accidental dismemberment coverage, and Canada Life for all other coverages, as applicable.

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

## Commonly Asked Questions

### About *Loan Life* and *Disability Insurance*

#### Is This Insurance Mandatory?

Applying for the *Loan Life* and *Disability Insurance* is optional. You aren't required to have this product to obtain any TD Canada Trust products or services. But remember the benefits. If you were to die, suffer an accidental dismemberment or become *Totally Disabled*, would your family be able to manage the payments?

#### Can You Sign Up At Any Time?

Yes. As long as the *Policy*\* remains in force and you remain eligible to apply, you have up to 30 days from your *Loan* advance date to sign up and take advantage of this low cost coverage to protect your personal *Loan(s)*. Your TD Canada Trust representative will be pleased to provide you with a *Loan Life* and *Disability Insurance Application*.

#### What If You Change Your Mind?

Your satisfaction and financial security are important to us. That's why we offer a **30-day money-back guarantee**. If for any reason you are dissatisfied with your *Loan Life* and *Disability Insurance*, you may cancel your coverage within the first 30 days, your premiums will be refunded and coverage will be considered never to have been in force. If a claim is made within the first 30 days, a refund is not provided.

You can cancel your own coverage at any time without the consent of the other borrowers or guarantors by phone or by written request.

#### To Cancel By Phone

You can call TD Life at **1-888-983-7070** and, if we are able to confirm your identity, you will be able to cancel your coverage. In that case, your cancellation will be effective as soon as we complete the call.

#### To Cancel By Written Request

You can obtain a cancellation form at any TD Canada Trust branch or by calling TD Life. Please send the form to the address at the back of this booklet. If you cancel your coverage by written request, we will honour your request on the date we receive it. We will refund any premiums you have paid after your coverage has been cancelled.

### Can Your Insurance End Before You Pay Off The Debt?

There are situations where your coverage may end before you pay off the balance in full and close your *Loan*.

**For Example:** your insurance will end if you turn 70 years old or if your insurance premiums are in arrears for more than three months.

For more information, please refer to section "When Your *Life* and/or *Disability Insurance* Ends" in this booklet.

### How Is Your Personal Information Treated?

Your right to privacy is important to us. No information is shared without your written approval. In your *Loan Life* and *Disability Insurance Application*, you've agreed to share information, as described in the attached Privacy Agreement.

We also ask you to authorize TD Life to share any non health-related information about you with our affiliates so they may offer you other products and services and maintain a business relationship with you.

You may withdraw this permission to share information at any time by contacting TD Life at **1-888-983-7070**.

### Who Do I Contact For More Information?

For information or questions on your *Loan Life* and *Disability Insurance*, please contact TD Life at **1-888-983-7070**.

\*Group *Policy* #G/H.60156 issued by Canada Life to TD Bank, which provides life and optional disability coverage, and group *Policy* #G/H.60156AD issued by TD Life to TD Bank which provides accidental dismemberment coverage.

# ▶ Privacy Agreement

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

You acknowledge, authorize and agree as follows:

## Collecting And Using Your Information

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

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

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

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

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

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

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

## Disclosing Your Information

We may disclose Information, including as follows:

- with your consent
- in response to a court order, search warrant or other demand or request, which we believe to be valid
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us
- to suppliers, agents and other organizations that perform services for you or for us, or on our behalf
- to payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you
- on the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death
- when we buy a business or sell all or part of our business or when considering those transactions
- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law.

## Sharing Information Within TD

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

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

You may not withdraw your consent for these purposes.

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

## Additional Collections, Uses And Disclosures

**Social Insurance Number (SIN)** – If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other products or services, it is your option to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your Information separate from that of other customers with a similar name, including through the credit granting process.

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

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

contacting them directly through their respective websites [www.consumer.equifax.ca](http://www.consumer.equifax.ca) and [www.transunion.ca](http://www.transunion.ca).

Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

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

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

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

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

We may use your Information to:

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



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

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

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

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

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

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

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

## MORE INFORMATION

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

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

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

## Protecting Your Personal Information

At **The Canada Life Assurance Company (Canada Life)**, we recognize and respect the importance of privacy. When you apply for coverage, we establish a confidential file that contains your personal information. This file is kept in the offices of Canada Life or the offices of an organization authorized by Canada Life. You may exercise certain rights of access and rectification with respect to the information in your file by sending a request in writing to Canada Life's address listed in this application. We limit access to personal information in your file to Canada Life staff or persons authorized by Canada Life who require it to perform their duties and to persons to whom you have granted access. In addition, as personal information may be collected, used, disclosed or kept in or outside Canada, it may be subject to disclosure under applicable Canadian or foreign law. We collect, use and disclose the personal information to process this application and, if this application is approved, provide and administer the financial product(s) applied for, investigate and process claims, and create and maintain records concerning our relationship.

For a copy of our Privacy Guidelines or if you have questions about our personal information policies and practices (including with respect to service providers), write to Canada Life's Chief Compliance Officer or refer to [www.canadalife.com](http://www.canadalife.com).

Chief Compliance Officer  
The Canada Life Assurance Company  
330 University Ave  
Toronto, ON M5G 1R8  
[Chief\\_Compliance\\_Officer@canadalife.com](mailto:Chief_Compliance_Officer@canadalife.com)

## Notice given by TD Canada Trust

Section 440 of the Act respecting the distribution of financial products and services

### The Act respecting the distribution of financial products and services gives you important rights.

- The Act allows you to rescind an insurance contract you have just signed when signing a lending agreement, **without penalty, within 10 days of its signature. However TD Life allows you to rescind the insurance contract you have just signed, without penalty, within 30 days of its signature provided no claim has been made.** To rescind the insurance contract, you must give TD Life notice by registered mail without delay. You may use the attached model for this purpose.
- Despite the rescission of the insurance contract, the lending agreement entered into will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of this insurance contract; contact your TD Canada Trust branch or consult your contract.
- After the expiry of the 30-day delay, you may rescind the insurance at any time; however, penalties may apply.

For further information, contact the Autorité des marchés financiers at (418) 525-0337 or 1-877-525-0337 or TD Life at 1-888-983-7070. TD Life acts as administrator for Canada Life Assurance Company in regard to this creditor insurance available through TD Canada Trust.

### Notice of Rescission of an Insurance Contract

To: TD Life Insurance Company  
PO Box 1, TD Centre  
Toronto, Ontario M5K 1A2

Date: \_\_\_\_\_  
(Date of sending notice)

Pursant to section 441 of the *Act respecting the distribution of financial products and services*, I hereby rescind insurance contract no.: \_\_\_\_\_  
(Number of contract, if indicated)

Entered into on:	_____	In:	_____
	(Date of signature of contract)		(Place of signature of contract)
	_____		_____
	(Name of customer)		(Signature of customer)
	_____		_____
	(Name of customer)		(Signature of customer)

A representative of TD Canada Trust must first complete this section.

**Please note that if you wish to rescind the Life Insurance portion of your comprehensive Mortgage Critical Illness and Life Insurance, the Life Insurance portion of your comprehensive Line of Credit Critical Illness and Life Insurance or the Life Insurance portion of your comprehensive Loan Life and Disability Insurance, all coverages will be cancelled.**

“TD Canada Trust” means The Toronto-Dominion Bank and its subsidiaries.

**This document must be sent by registered mail.**

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**Bill 188 — The Act respecting the distribution of financial products and services****Section 439**

A distributor may not subordinate the making of a contract to the making of an insurance contract with the insurer specified by the distributor. The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

**Section 440**

A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation of the Authority, stating that the client may rescind the insurance contract within 10 days of signing it.

**Section 441**

A client may rescind an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail.

Where such an insurance contract is rescinded, the first contract retains all its effects.

**Section 442**

No contract may contain provisions allowing its amendment in the event of the rescission or cancellation by the client of an insurance contract made at the same time.

However, a contract may provide that the rescission or cancellation of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

**Section 443**

A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Authority, stating that the debtor may subscribe for insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or the reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor rescinds cancels or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.

**(This only applies if TD Canada Trust has made Creditor Insurance a condition of extending credit)**

**Notice given by TD Canada Trust**

Section 443 of the Act respecting the distribution of financial products and services

**The Act respecting the distribution of financial products and services gives you important rights.**

- You are required to purchase insurance coverage to secure the repayment of a loan.
- However, you are free to purchase this insurance from the insurer or representative of your choice.

**You may thus obtain the required insurance in three different ways:**

- 1. By purchasing the insurance offered to you.** If you choose this option, you benefit from the application of section 440 of the Act which allows you to rescind an insurance contract that you signed at the time of signing a lending agreement, without penalty, within 10 days of its signature. Your actual insurance contract may extend this period. However, you must then purchase another equivalent insurance to the satisfaction of the creditor who may not refuse without reasonable cause.
- 2. By purchasing other insurance that is equivalent to the insurance required,** to the satisfaction of the creditor who may not refuse without reasonable cause.
- 3. By demonstrating that you already have insurance that is equivalent to the insurance required,** to the satisfaction of the creditor who may not refuse without reasonable cause.

You may change insurer at any time, provided that you maintain during the term of the loan agreement an insurance equivalent to the insurance required to the satisfaction of the creditor who may not refuse without reasonable cause. You cannot be required to choose or keep an insurance contract with a particular insurer, nor can you be refused credit or have a loan called in for this reason.

To rescind your insurance, you may use the section here under entitled “Notice of Rescission of an Insurance Contract”. For further information, contact the Autorité des marchés financiers at (418) 525-0337 or 1-877-525-0337 or TD Life at 1-888-983-7070. TD Life acts as administrator for Canada Life Assurance Company in regard to this creditor insurance available through TD Canada Trust.

Description of the required Coverage (section completed by TD Canada Trust)

To secure the repayment of your loan, we have required that you purchase the following insurance

Life     Critical Illness & Life     Life & Disability    in the amount of \$  

**Notice of Rescission of an Insurance Contract**

Section 440 of the Act respecting the distribution of financial products and services

To: TD Life Insurance Company  
PO Box 1, TD Centre  
Toronto, Ontario M5K 1A2

Date: \_\_\_\_\_  
(Date of sending notice)

Pursant to section 441 of the *Act respecting the distribution of financial products and services*, I hereby rescind insurance contract no.: \_\_\_\_\_

(Number of contract, if indicated)

<p>Entered into on: _____ (Date of signature of contract)</p> <p>_____  (Name of customer)</p> <p>_____  (Name of customer)</p>	In:	<p>_____  (Place of signature of contract)</p> <p>_____  (Signature of customer)</p> <p>_____  (Signature of customer)</p>
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A representative of TD Canada Trust must first complete this section.

**Please note that if you wish to the Life Insurance portion of your comprehensive Mortgage Critical Illness and Life Insurance, the Life Insurance portion of your comprehensive Line of Credit Critical Illness and Life Insurance or the Life Insurance portion of your comprehensive Loan Life and Disability Insurance, all coverages will be cancelled.**

“TD Canada Trust” means The Toronto-Dominion Bank and its subsidiaries.

**This document must be sent by registered mail.**

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**Bill 188 — The Act respecting the distribution of financial products and services****Section 439**

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However, a contract may provide that the rescission or cancellation of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

**Section 443**

A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Authority, stating that the debtor may subscribe for insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or the reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor rescinds cancels or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.