

Protection For Your Line of Credit

**Protect
What's
Important**

Distribution Guide and
Certificate of Insurance



592152 (0317)
For use in Quebec only

Protection For Your Line Of Credit

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
Fax: 416-552-6633

▶ **Administered by:**

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

Protecting Your Most Important Assets

Flexibility is the biggest advantage with your TD Canada Trust personal Line of Credit. You have 24-hour access to draw what you need and you pay interest only on the amount you use. Managing your Line of Credit responsibly will help you successfully meet your cash flow needs. But what if your Line of Credit was fully extended and you were to become critically ill, suffer an accident or die? Would your family be able to pay down the outstanding balance?

This booklet describes the insurance provided to **TD Canada Trust Line of Credit customers** who are covered by optional **Line of Credit Critical Illness and Life Insurance**. The insurance provides coverages for critical illness, life and accidental dismemberment.

If you don't safeguard the lifestyle you've earned and the security your family deserves, you could be exposing them to unexpected financial hardship. Line of Credit Critical Illness and Life Insurance is protection for your Line of Credit, which can protect your family from the unexpected.

Once you're covered, the insurance benefit can pay down or even eliminate the principal balance of your insured TD Canada Trust Line of Credit.

Line of Credit Critical Illness and Life Insurance offers competitive group premium rates. Your cost of insurance is based on your age and your average balance. If you don't carry a balance during the month there are no premiums to pay. Rate discounts are available if you insure an additional borrower.

► Distribution Guide

Name of Insurance Product:

Line of Credit Critical Illness and Life Insurance for your TD Canada Trust Personal Line of Credit

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 St-Jacques St 12th Floor
Montreal, Quebec 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 lines of credit.

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
 - Payment of Benefits 6
 - Partial Coverage 6
 - Recognition of Prior Coverage 6
 - Beneficiary of the Insurance 6
 - Premiums to Be Paid by the Insured 6
 - Effective Date of Coverage 7
- Exclusions and Limitations** 7
- Cancellation and End of Insurance** 9
 - End of the Insurance Coverage 9
- Proof of Loss or Claim** 10
 - Submission of a Claim 10
 - Insurer's Reply 10
 - Appeal of an Insurer's Decision and Recourses 10
- Definitions of the Terms We've Used** 11
- Similar Products** 12
- For More Information** 12
- Referral to the Autorité des marchés financiers** 12
- 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 *Line of Credit* and who is (or will be) applying for insurance described in this guide.

Introduction

This Distribution Guide describes the *Line of Credit Critical Illness* and *Life Insurances* offered to TD Canada Trust customers who are applying for a new *Line of Credit* or have an existing *Line of Credit*. It will help *you* make a knowledgeable decision about whether this coverage suits *your* needs. 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.60158AD issued to The Toronto-Dominion Bank. All other coverages are provided by The Canada Life Assurance Company (Canada Life), under group *Policy* #G/H.60158 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 11.

You can choose to apply for

- *Line of Credit Critical Illness* and *Life Insurance*; **or**
- *Line of Credit Life Insurance* only.

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

Line of Credit Life Insurance

Line of Credit Life Insurance can pay off *your* outstanding balance 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.

Line of Credit Critical Illness Insurance

Line of Credit Critical Illness Insurance can pay off *your* outstanding balance, if *you* are diagnosed with:

- *Cancer (life threatening)*;
- *Acute Heart Attack*; **or**
- *Stroke*.

Creditor Defined Plan

The *Creditor Defined Plan* provides the same coverage as *Life Insurance* or *Critical Illness and Life Insurance* up to a maximum of \$300,000 for *Life* and \$300,000 for *Critical Illness*, but is limited to a **5-year period**.

At the end of the 5-year period, *you* will need to re-apply for coverage if *you* wish to maintain credit protection on *your Line of Credit*. Individuals who are enrolled in the *Creditor Defined Plan* will not be eligible for recognition of prior coverage.

There are two circumstances when *you* may choose to be enrolled in *our Creditor Defined Plan*:

- Depending on *your* answers to the questions on the *Health Questionnaire*, we may determine that *you* do not qualify for coverage on the full term of *your Line of Credit*. In this case, *you* may choose to be enrolled in *our Creditor Defined Plan* if *you* meet *our* standard approval criteria; **or**
- In the event that we are unable to reach *you* to complete the *Health Questionnaire* and complete *our* underwriting process, we will not be able to consider *you* for coverage for the full term of *your Line of Credit*. In this case, *you* may choose to be enrolled in *our Creditor Defined Plan* if *you* meet *our* standard approval criteria.

Once *you* are approved for the *Creditor Defined Plan*, under either of the two circumstances described above, coverage starts on the date we write to let *you* know *you* are enrolled.

Summary of Specific Features

Persons Who May Apply for This Protection

Anyone who is liable to TD Canada Trust to pay the *Line of Credit* and who is a Canadian resident can apply for coverage.

For **Line of Credit Life Insurance**:

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

For **Line of Credit Critical Illness Insurance**:

- You must be approved for *Line of Credit Life Insurance*; **and**
- You must be between **18 and 55** years old on the date of *Application*.

You can visit any TD Canada Trust branch to apply for coverage.

Confirmation of Insurance

Once you have completed and submitted the insurance *Application* your proof of insurance are the following:

- **If you meet the eligibility criteria and apply for *Line of Credit Life Insurance*; **and****
 - **if your insured *Lines of Credit* are less than or equal to \$50,000**, your *Application* will be automatically approved. The completed insurance *Application* will be your proof of insurance;
 - **if your insured *Lines of Credit* are greater than \$50,000 and you answered "NO" to health questions 1 to 3 in the section "Information about your health" of your insurance *Application***, your *Application* will be automatically approved. The completed insurance *Application* will be your proof of insurance.
 - **if your insured *Lines of Credit* are more than \$50,000 and you answered "YES" to any health questions in the section "Information about your health" of your insurance *Application***, you are required to complete a *Health Questionnaire* in order to be considered for coverage on the full term of your *Line of Credit*. The letter of approval sent confirming your *Line of Credit Life Insurance* will be your proof of insurance.
 - **if you answered "YES" to any health questions in the section "Information about your health", and you consented to the *Creditor Defined Plan***, coverage starts on the date we write to let you know we have approved your *Life Insurance*. The letter of approval sent confirming your *Line of Credit Life Insurance* will be your proof of insurance.

- **If you meet the eligibility criteria and apply for *Line of Credit Critical Illness Insurance***, in addition to *Line of Credit Life Insurance*; **and**
 - **if you answered "NO" to questions 1 to 4 in the section "Information about your health" of your insurance *Application***, your *Application* will be automatically approved. The completed insurance *Application* will be your proof of insurance.
 - **if you answered "YES" to any questions of the section "Information about your health" of your insurance *Application***, you are required to complete a *Health Questionnaire* to be considered for coverage on the full term of your *Line of Credit*. The letter of approval sent confirming your *Line of Credit Critical Illness Insurance* will be your proof of insurance.
 - **if you answered "YES" to any health question in the section "Information about your health" and you consented to *Creditor Defined Plan***, coverage starts on the date we write to let you know we have approved your *Critical Illness Insurance*. The letter of approval sent confirming your *Line of Credit Critical Illness Insurance* will be your proof of insurance.

You may be covered for *Line of Credit Critical Illness and Life Insurance* or for *Line of Credit Life Insurance* only. Please refer to your insurance *Application* or your letter of approval for verification of coverage.

Amount of Protection

The following terms will have the same meaning as in your TD Canada Trust *Line of Credit* agreement and any associated credit agreement with TD Canada Trust: arrears, balance, discharge and penalty fees.

Your *Line of Credit Critical Illness and Life Insurance* and *Line of Credit Life Insurance* can pay up to \$300,000 for all your insured *Lines of Credit* combined. Subject to the above maximum, you can apply for coverage up to your approved credit limit or plan limit on all your *Lines of Credit*.

If TD Canada Trust approves a change to the credit limit or plan limit with respect to your *Line of Credit*, after you complete the insurance *Application* and before the initial activation of your *Line of Credit*, then:

- if the initial insurance *Application* is for *Life Insurance* only (without optional *Critical Illness Insurance*) and after the change, the total combined *Life Insurance Amount* on all your insured TD Canada Trust *Lines of Credit*, including the *Life Insurance Amount* for this *Line of Credit*, would increase from \$50,000 or less to over \$50,000, then a new *Application* is required. In this case, any insurance that took effect under the original *Application* on this *Line of Credit* will terminate;

- otherwise, subject to the maximums set out above, once *your Life Insurance* and/or *Critical Illness Insurance* takes effect as described in the section “When Your Life Insurance Starts” or “When Your Critical Illness Insurance Starts” in the Certificate of Insurance, *your Life Insurance Amount* and *Critical Illness Insurance Amount* will be the credit limit or plan limit for this *Line of Credit* at time of activation.

Payment of Benefits

When we pay an insurance benefit, we will calculate the benefits payable according to the following dates:

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

Subject to the maximum *Life Insurance Amount* and *Critical Illness Insurance Amount* described above, when we pay an insurance benefit, the insurance benefit will equal the outstanding balance on the date we determine benefits, except in situations described in the section “Exclusions and Limitations” of this Distribution Guide.

The insurance benefits payable include:

- *your* outstanding balance up to *your Insurance Amount*. We will not pay more than this outstanding balance*;
- minus any *Line of Credit* payments that are in arrears;
- discharge and penalty fees as set out in *your Line of Credit*; **and**
- interest owing.

*Payment is always subject to the sections “When A Life Insurance Benefit May Be Limited” and “When A Critical Illness Insurance Benefit May Be Limited”.

When we pay an accidental dismemberment benefit your *Critical Illness Insurance Amount* and *Life Insurance Amount* is reduced by the amount of the payment. When we pay a *Critical Illness Insurance* benefit your *Life Insurance Amount* is reduced by the amount of the payment.

As a general rule, a debt is only insured if the debt is actually outstanding on the day the benefit is calculated. There is one exception with respect to real estate. If:

- you enter into an Agreement of Purchase and Sale for a house or other real estate;
- *TD Canada Trust* commits to advance funds to pay for the property; **and**
- you suffer a loss that would be covered under the Certificate of Insurance after it comes into effect, but before the funds are advanced,

then in this instance, any *Line of Credit* funds advanced by *TD Canada Trust* to pay for the real estate will be included to calculate the benefit.

Partial Coverage

If you have more than one *Line of Credit* and you apply for *Life or Critical Illness and Life Insurance*, we may offer you coverage up to the maximum of \$300,000 distributed between your *Lines of Credit*.

If the total of all your *Lines of Credit* is over \$300,000, the maximum benefit paid will equal \$300,000.

Recognition of Prior Coverage

If you are refinancing one or more *TD Canada Trust* credit product(s) previously insured with *Life Insurance* and/or *Critical Illness and Life Insurance* and:

- you have not met the health requirements at the time of applying for *Line of Credit Life Insurance* or *Line of Credit Critical Illness and Life Insurance*; **or**
- you are over age 55 but under age 70 and no longer eligible to apply for *Line of Credit Critical Illness Insurance*,

then partial or full coverage may be available on your *Line of Credit*, based on the credit limit or plan limit for your previous *Line of Credit* or insured outstanding balance for your *TD Canada Trust* mortgage subject to the maximums.

To qualify for recognition of prior coverage, you must apply within 30 days of the :

- discharge of your existing *TD Canada Trust* mortgage; **or**
- closure of your existing *Line of Credit*.

Your maximum coverage amount, under recognition of prior coverage, will be a flat dollar amount equal to the balance of the discharged mortgage or the credit limit or plan limit on the previous *Line of Credit*. We will specify the amount in the letter we send approving you for coverage.

Note: Individuals who are approved under *Creditor Defined Plan* will not be considered for recognition of prior coverage.

Beneficiary of the Insurance

We will pay the *Line of Credit Critical Illness and Life Insurance* benefit to *TD Canada Trust* to pay off or pay down the outstanding *Line of Credit* balance.

Premiums to Be Paid by the Insured

Your cost for *Line of Credit Critical Illness and Life Insurance* is based on your age at billing, the average monthly balance and the number of days in the billing period.

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

A discount of 20% will be applied to the premium for the portion of the average balance that exceeds **\$75,000**.

The applicable premium rates appear in the table below.

Monthly premium rates per \$1,000 of single coverage: [†]					
Age at Billing	Life Insurance	Critical Illness Insurance	Age at Billing	Life Insurance	Critical Illness Insurance
18-29	\$0.16	\$0.16	50	\$0.63	\$0.81
30	\$0.17	\$0.17	51	\$0.65	\$0.86
31	\$0.19	\$0.19	52	\$0.69	\$0.94
32	\$0.20	\$0.20	53	\$0.74	\$1.02
33	\$0.21	\$0.21	54	\$0.78	\$1.11
34	\$0.22	\$0.22	55	\$0.83	\$1.22
35	\$0.23	\$0.23	56	\$0.88	\$1.34*
36	\$0.24	\$0.24	57	\$0.93	\$1.51*
37	\$0.25	\$0.25	58	\$1.00	\$1.70*
38	\$0.28	\$0.29	59	\$1.08	\$1.80*
39	\$0.30	\$0.32	60	\$1.16	\$1.89*
40	\$0.31	\$0.35	61	\$1.25	\$1.99*
41	\$0.34	\$0.38	62	\$1.35	\$2.09*
42	\$0.36	\$0.43	63	\$1.47	\$2.18*
43	\$0.38	\$0.48	64	\$1.61	\$2.28*
44	\$0.41	\$0.52	65	\$1.75	\$2.37*
45	\$0.44	\$0.56	66	\$1.92	\$2.46*
46	\$0.47	\$0.61	67	\$2.11	\$2.57*
47	\$0.50	\$0.66	68	\$2.32	\$2.66*
48	\$0.55	\$0.72	69	\$2.60	\$2.75*
49	\$0.60	\$0.77			

[†] 9% provincial sales tax will be added

*Available only under Recognition of Prior Coverage

Payment Frequency

We will withdraw *your* insurance premium, plus any applicable provincial sales taxes, on the last business day of each month from *your Line of Credit* account.

Effective Date of Coverage

To find out whether *your* insurance *Application* will be automatically approved or if *you* are required to complete a *Health Questionnaire*, consult the “Confirmation of Insurance” section of this Distribution Guide.

If,

- *your Line of Credit* is approved;
- *you* have met the eligibility requirements to apply for insurance; **and**

- *you* have submitted *your* insurance *Application* to TD Life;

then *your* insurance coverage will take effect as described below.

For Line of Credit Life Insurance:

Your coverage is automatically approved and takes effect on the date *you* applied for coverage if:

- *you* answered “NO” to health questions 1 to 3 in the insurance *Application* (Section: Information about *your* health); **or**
- *your* insured *Lines of Credit* are less than or equal to \$50,000.

For Line of Credit Critical Illness Insurance:

If *you* answered “NO” to questions 1 to 4 in the insurance *Application* (Section: Information about *your* health), *your* coverage is automatically approved and takes effect on the date *you* applied.

When you must complete a Health Questionnaire:

You will need to complete a *Health Questionnaire* to be considered for the full term of *your Line of Credit* if *you* answered “YES” to any of the health questions in *your* insurance *Application* (Section: Information about *your* health). If *your* *Application* is approved, coverage starts on the date we write to let *you* know we have approved *your* *Life Insurance* and/or *Critical Illness Insurance* for the full term of *your Line of Credit* or under *Creditor Defined Plan*.

If *you* apply for *Critical Illness Insurance* in addition to *Life Insurance* and we require additional information from *you*, *your* coverages may start on different dates, but *your* *Critical Illness Insurance* can never begin before *your* *Life Insurance*.

Exclusions and Limitations

Caution

Please note that all limitations and exclusions in this section also apply if *you* are enrolled in *Creditor Defined Plan*.

An insurance benefit will not be paid and coverages will be voided 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;

Exclusions and Limitations

- *your* insurance coverage has been in force for less than 2 years, and *you* die from intentional self-inflicted injury, suicide or attempted suicide, (whether *you* are aware or not aware of the result of *your* actions, regardless of *your* state of mind). If this happens, we will refund all premiums paid;
- the death is a result of, associated with, or happens while *you* were committing a criminal offence;
- the life claim is not made within one year of the date of death; **or**
- *your* insured *Lines of Credit* are less than or equal to \$50,000 and *your* death occurs within 12 months from the date *your* coverage starts, and is the result of an illness or condition for which *you* received medical consultation, treatment, care or services, including prescribed medication, during the 12 months prior to the date *your* coverage starts. In this instance, all insurance premiums paid will be refunded.

We may limit the Life Insurance benefit if:

- *your* death results from an illness or condition for which *you* had symptoms, received medical consultation, treatment, care or services, including prescribed medication, during the 12-month period prior to the date of death.

In this case, the insurance benefit will be limited to the greater of:

- 110% of the average *Line of Credit* statement balances for this insured *Line of Credit* for the past 12 months; **or**
- the outstanding balance on the day before the date of diagnosis by a qualified physician of the illness or condition that caused *your* death, subject to the *Life Insurance Amount*.

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 intentional self-inflicted injury, suicide or attempted suicide (whether *you* are aware or not aware of the result of *your* actions, regardless of *your* state of mind);
- the loss relates to an *Accident* that took place more than 12 months before the covered loss occurred;
- the loss is a result of, associated with, or happens while *you* were committing a criminal offence;

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 Line of Credit Life Insurance* took effect;
 - how *you* 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 critical illness benefit if:

- the loss is a result of a pre-existing medical condition. A pre-existing condition means *your* diagnosis of a covered condition occurs within 24 months of *you* becoming covered under this Certificate of Insurance, and is a result of an illness or condition for which *you* had symptoms or received medical consultation, treatment, care or services, including prescribed medication, during the 24 months prior to the start of *your Critical Illness Insurance*;
- *your* claim is the result of use of illegal or illicit drugs or substances;
- the loss is caused by a misuse of medication obtained with or without prescription; **or**
- a diagnosis of *Cancer (life threatening)* or investigation leading to a diagnosis occurs within 90 days of the coverage taking effect. In this case, *Critical Illness Insurance* will terminate and premiums for this coverage will be refunded.

We may limit the Critical Illness Insurance benefit if:

- the diagnosis of the covered critical illness results directly or indirectly from any illness or condition for which *you* had symptoms, received medical consultation, treatment, care or services, including prescribed medication, during the 12-month period prior to the date of diagnosis.

In this case, the insurance benefit will be the lesser of:

- the outstanding balance on the date of diagnosis subject to the *Critical Illness Insurance Amount**; **or**
- 110% of the average *Line of Credit* statement balances for this insured *Line of Credit* for the past 12 months.

▶ Cancellation and End of Insurance

This insurance 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 Line of Credit Critical Illness* and *Life Insurance*.

You will be able to cancel *your* coverage by phone any time 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 booklet.

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 30 days from the date of *Application* and we will refund any unearned premiums.

End of the Insurance Coverage

Life Insurance

Once *you* are insured, coverage ends without notice to *you* on the date when any one of the following occurs:

- *you* no longer are a borrower on the *Line of Credit*;
- *you* turn 70 years old (applies to coverage for the full term of *your Line of Credit* or while covered under the *Creditor Defined Plan*);
- *your* 5-year period of coverage has come to an end if *you* are covered under the *Creditor Defined Plan*;
- we receive a written request from *you* to cancel *your* coverage or, if we are able to confirm *your* identity, and we receive *your* request by telephone to cancel *your* coverage;
- *your* insured *Line of Credit* is paid in full and closed, transferred to another financial institution or assumed by another person*;
- *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 Line of Credit**;

- *you* have *Life Insurance* and increase the credit limit or plan limit, and the combined limits of all *your* insured *Lines of Credit*, including this *Line of Credit*, is over \$50,000. In this instance, *you* will need to reapply*;
- *you* complete an *Application* for *Life Insurance* but before the *Line of Credit* is activated, *TD Canada Trust* approves a change to the credit limit or plan limit that would increase the combined limits of all *your* insured *Lines of Credit* to over \$50,000. In this instance, *you* will need to reapply*; **or**
- *you* die.

*This will end insurance coverage for other insured borrowers on the *Line of Credit*.

Critical Illness Insurance

Once *you* are insured, *your Line of Credit Critical Illness Insurance* will end automatically on the date that *your Line of Credit Life Insurance* ends under the circumstances described in the *Line of Credit Life Insurance* section or if any one of the following occurs:

- if we pay any critical illness benefit for *your* insured *Line of Credit*;
- if *you* are diagnosed with *Cancer (life threatening)* or investigation leading to a diagnosis occurs within 90 days after *your* coverage takes effect;
- if we receive a written request from *you* to cancel *your Line of Credit Critical Illness Insurance* or, if we are able to confirm *your* identity, we receive *your* request by telephone to cancel *your Line of Credit Critical Illness Insurance*; **or**
- *your* 5-year period of coverage has come to an end if *you* are enrolled in the *Creditor Defined Plan*, or *you* turn 70.

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

▶ 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.

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 critical illness claim, *you* must submit a written claim to *us* within 180 days of being diagnosed with a covered critical illness. *You* will also need to provide written proof, from a doctor licensed and practicing in Canada, of the diagnosis of a covered critical illness.

Any claims that are submitted after the above deadlines will not be paid.

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

We may require that a doctor of *our* choice examines *you* to validate a critical illness or accidental dismemberment claim. Payment of benefits is made only after these proof-of-claim 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 *we* receive *your* claim.

You are limited to only one claim for life, accidental dismemberment or *Critical Illness Insurance* per insured *Line of Credit*.

If *you* have insured more than one *Line of Credit*, *we* will make insurance benefit payments to each *Line of Credit* in the order in which *you* insured *your Lines of Credit*.

The maximum amount that will be paid for all *your* insured *Lines of Credit* will not be greater than **\$300,000**.

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*:

Accident	<p>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:</p> <ul style="list-style-type: none"> • whether the illness or condition arose before or after <i>your</i> 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.
Acute Heart Attack	<p>the death of a portion of your heart muscle resulting from inadequate blood supply for which the following test results are confirmed:</p> <ul style="list-style-type: none"> • an increase of cardiac bio-markers and/or enzymes found in the blood stream, as a result of damaged heart muscle tissue, to levels considered diagnostic for an acute myocardial infarction. <p>Diagnosis of the Acute Heart Attack must be made by a qualified cardiac specialist.</p> <p>Acute Heart Attack does not include:</p> <ul style="list-style-type: none"> • an incidental finding of electrocardiogram changes suggesting a prior myocardial infarction with no corroborating event; • an increase of cardiac bio-markers and/or enzymes due to coronary angioplasty (a medical procedure involving the ballooning of a narrowed coronary artery) unless there are new elevations of ST segments in the involved electrocardiogram leads considered diagnostic for an acute myocardial infarction; or • an increase of cardiac bio-markers and/or enzymes in the blood stream due to pericarditis or myocarditis.
Application	<p>the completed written, printed, electronic, and/or telephone application for <i>Line of Credit Critical Illness</i> and <i>Life Insurance</i>, including the <i>Health Questionnaire</i>, if applicable.</p>
Cancer (life threatening)	<p>a life-threatening tumour characterized by the uncontrollable growth and spread of malignant cells.</p> <p>Cancer (life threatening) does not include:</p> <ul style="list-style-type: none"> • carcinoma in situ; • malignant melanoma to a depth of .75mm or less; • skin cancer that has not spread beyond the deepest layer of the skin; • Kaposi's sarcoma; • Stage A (T1A or T1B) prostate cancer; or • any diagnosis or investigation leading to a diagnosis, which occurs within 90 days when your coverage starts.
Creditor Defined Plan	<p><i>Life Insurance</i> or <i>Critical Illness and Life Insurance</i> for a 5-year period of coverage, up to a maximum of \$300,000 for life and \$300,000 for critical illness. Individuals enrolled in this plan must re-apply if seeking to maintain credit protection on their <i>Line of Credit</i> beyond their 5-year period of coverage.</p>
Critical Illness Insurance	<p>Critical Illness Insurance for <i>Cancer (life threatening)</i>, <i>Acute Heart Attack</i> and <i>Stroke</i>, as more fully described in the "Critical Illness Insurance" section.</p>

Critical Illness Insurance Amount(s)	<p>the maximum amount that may be payable as a <i>Critical Illness Insurance</i> benefit. It is equal to the lesser of (i) the credit limit/plan limit of the <i>Line of Credit</i>, (ii) partial coverage amount indicated in the letter sent approving you for coverage, or (iii) \$300,000. The Critical Illness Insurance Amount may change. For more information, please refer to the section "Insurance Amounts After a Benefit is Paid".</p>
Health Questionnaire	<p>the detailed questionnaire that must be completed in order to be considered for the full term on <i>your Line of Credit</i> if you answer "YES" to any of the health questions on the <i>Application</i>.</p>
Insurance Amount(s)	<p>the <i>Life Insurance Amount</i> and/or the <i>Critical Illness Insurance Amount</i>, as applicable.</p>
Life Insurance	<p>includes life and accidental dismemberment coverage.</p>
Life Insurance Amount(s)	<p>the maximum amount that may be payable as a <i>Life Insurance</i> benefit. It is equal to the lesser of (i) the credit limit/plan limit of the <i>Line of Credit</i>, (ii) partial coverage amount indicated in the letter sent approving you for coverage, or (iii) \$300,000. The Life Insurance Amount may change. For more information, please refer to the section "Insurance Amounts After a Benefit is Paid".</p>
Line(s) of Credit	<p><i>your</i> secured or unsecured <i>TD Canada Trust Line of Credit</i>.</p>
Policy	<p>group Policy #G/H.60158 issued by Canada Life to <i>TD Bank</i>, which provides life and optional <i>Critical Illness Insurance</i> coverage, and group Policy #G/H.60158AD issued by Canada Life to <i>TD Bank</i> which provides accidental dismemberment coverage.</p>
Stroke	<p>a cerebrovascular event producing neurological sequelae lasting more than 30 consecutive days and caused by thrombosis, hemorrhage or embolism from an extra-cranial source, and for which there is evidence of measurable, objective neurological deficit.</p> <p>Stroke does not include:</p> <ul style="list-style-type: none"> • Transient Ischemic Attacks
TD Bank	<p>The Toronto-Dominion Bank.</p>
TD Canada Trust	<p><i>TD Bank</i> and those of its affiliates that provide <i>Lines of Credit</i>.</p>
You and your	<p>the borrower(s) who is/are insured under the <i>Policy</i>.</p>
We, us and our	<p>TD Life for accidental dismemberment coverage, and Canada Life for all other coverages, as applicable.</p>

▶ Similar Products

Line of Credit Critical Illness and Life Insurance is specifically designed for *TD Canada Trust Line of Credit* customers. However, other types of similar coverage may exist in the market.

For More Information

For more information about *Line of Credit Critical Illness and Life Insurance*:

- Refer to the *Line of Credit Critical Illness and Life 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, 4th 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 Line Of Credit

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.....	15
Beneficiary Information	15
Who Is Eligible for Insurance	15
How To Apply	16
How To Submit A Claim	16
We Must Receive A Claim Within A Specific Time	16
Additional Claim Information	16
Definitions Applicable to Line of Credit Critical Illness and Life Insurance	16
Coverages	
Life Insurance.....	17
When Your Life Insurance Starts.....	17
When You Must Complete a Health Questionnaire	17
Maximum Life Insurance Amounts You Can Apply For	17
How a Life Insurance Benefit is Determined	17
When a Life Insurance Benefit May Be Limited	17
When We Pay a Life Benefit.....	17
When We Will Not Pay a Life Benefit.....	18
When We Will Pay An Accidental Dismemberment Benefit	18
When We Will Not Pay An Accidental Dismemberment Benefit.....	18
When We May Not Pay Any Benefit and Terminate All Your Coverage	19
Insurance Amounts After A Benefit is Paid	19
When Your Life Insurance Ends.....	19
Definitions Applicable to Life and Accidental Dismemberment Coverages.....	19
Critical Illness Insurance	20
When Your Critical Illness Insurance Starts.....	20
When You Must Complete a Health Questionnaire	20
Maximum Critical Illness Insurance Amounts You Can Apply For	20
How A Critical Illness Insurance Benefit is Determined.....	20
When A Critical Illness Insurance Benefit May Be Limited	20
When We Pay a Critical Illness Insurance Benefit	21
When We Will Not Pay a Critical Illness Insurance Benefit	21
When We May Not Pay Any Benefit and Terminate All Your Coverage	21
Insurance Amounts After A Benefit Is Paid	21
When Your Critical Illness Insurance Ends.....	21
Definitions Applicable to Critical Illness Insurance Coverage	22
Additional Conditions to Coverage	22
Creditor Defined Plan	23
Recognition of Prior Coverage.....	23
Partial Coverage.....	23
Premium Information for Critical Illness and Life Insurance.....	24
Premium Rates.....	24
How To Calculate Your Premium	24
Additional Information.....	25
Definitions of the Terms We've Used	26
Commonly Asked Questions About Line of Credit Critical Illness and Life Insurance	27
Privacy Agreement.....	28
Protecting Your Personal Information.....	31

▶ Certificate of Insurance

Pages 15 to 26 of this booklet form the Certificate of Insurance, which applies to persons covered by *Line of Credit Critical Illness and Life Insurance*.

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

Introduction to *Your* Insurance Coverages

Line of Credit Critical Illness and Life Insurance provides life, accidental dismemberment and critical illness coverages as described below:

- For life coverage, we will pay *TD Bank* a benefit amount towards *your Line of Credit* in the event of *your* death.
- For accidental dismemberment coverage, we will pay *TD Bank* a benefit amount towards *your Line of Credit* in the event *you* suffer a covered loss (See page 18 of the Certificate of Insurance for details on covered losses). *Your Line of Credit Life Insurance* includes accidental dismemberment coverage.
- For critical illness coverage, we will pay *TD Bank* a benefit amount towards *your Line of Credit* in the event *you* are diagnosed with *Cancer (life threatening), Acute Heart Attack or Stroke*. *Critical Illness Insurance* is optional and only available if *you* enroll for *Line of Credit Life Insurance*.

The maximum coverage that *you* can apply and be insured for is \$300,000 for all of *your TD Canada Trust Lines of Credit* combined. This limit applies to the total of all life, accidental dismemberment and *Critical Illness Insurance* benefits payable to one person.

If *you* apply and are insured with *Line of Credit Life Insurance*, with or without optional *Critical Illness 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 confirmations of coverage we may provide *you*.

In addition, subject to applicable law, *you* or a person making a claim on *your* behalf 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.60158AD. All other coverages are provided by The Canada Life Assurance Company ("Canada Life") under group *Policy* #G/H.60158. 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 Line of Credit*.

Who Is Eligible For Insurance

Line of Credit Critical Illness and Life Insurance is offered exclusively to *TD Canada Trust Line of Credit* borrowers.

To be eligible to apply for insurance on *your Line of Credit*:

- *you* are a Canadian resident; and
 - o *you* are between 18 and 69 years old to apply for *Life Insurance*; or
 - o *you* are between 18 and 55 years old to apply for *Critical Illness Insurance*. *You* must be approved and insured with *Life Insurance* to enroll in *Critical Illness Insurance*.

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.

If *you* do not meet the age or health requirements, *you* may be eligible for full or partial coverage based on recognition of prior coverage. For more information, please refer to section "Recognition of Prior Coverage".

Note: Any borrower on this *Line of Credit* can apply for *Line of Credit Critical Illness* and *Life 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 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 critical illness claim, *you* must submit a written claim to *us* within **180 days** of being diagnosed with a covered critical illness. *You* will also need to provide written proof of the diagnosis of a covered critical illness.

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

We may also require:

- additional proof or information regarding the claim; or
- *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

- If *you* have insured more than one *Line of Credit*, we will make insurance benefit payments to each *Line of Credit* in the order in which *you* insured *your Lines of Credit*.
- Every action or proceeding against the insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other

applicable legislation in *your* province or territory. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.

Definitions Applicable to *Line of Credit Critical Illness* and *Life Insurance*

Application: the completed written, printed, electronic, and/or telephone application for *Line of Credit Critical Illness* and *Life Insurance*, including the *Health Questionnaire*, if applicable.

Line(s) of Credit: *your* secured or unsecured TD Canada Trust *Line of Credit*.

Policy: group *Policy* #G/H.60158 issued by Canada Life to TD Bank, which provides life and optional *Critical Illness Insurance* coverage, and group *Policy* #G/H.60158AD issued by Canada Life to TD Bank which provides accidental dismemberment coverage.

Coverages

Life Insurance

Life Insurance includes life and accidental dismemberment.

When Your Life Insurance Starts

Once your Line of Credit has been approved, your coverage starts:

- on the date you applied for coverage if your insured Lines of Credit are less than or equal to \$50,000;
- on the date you applied for coverage if you answered "NO" to health questions 1 to 3 in your Application (Section: Information about your health); or
- on the date we write to let you know that we have approved your Life Insurance if you answered "YES" to any of the health questions in your Application (Section: Information about your health).

When You Must Complete a Health Questionnaire

- You will need to complete a Health Questionnaire to be considered for the full term on your Line of Credit if you answered "YES" to any of the health questions in your Application (Section: Information about your health).
- We will review your Application and let you know by mail if you are approved. Coverage starts on the date we write to let you know we have approved your Life Insurance and/or Critical Illness Insurance for the full term of your Line of Credit or under Creditor Defined Plan.

Note: We reserve the right to change our underwriting requirements and the questions in the Application at any time.

Maximum Life Insurance Amounts You Can Apply For

You can apply to insure the credit limit or plan limit of your Line of Credit to a maximum of \$300,000 for all of your combined Lines of Credit. This limit applies to the total life, accidental dismemberment and Critical Illness Insurance benefits payable to 1 person.

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 \$300,000, we pay the following amount associated with your Line of Credit:

- the outstanding balance up to your Life Insurance Amount, on the date of death or date the Accident caused a covered loss. We will not pay more than this outstanding balance*;
- any discharge or penalty fees;
- any interest owing;
- minus any Line of Credit payments that are in arrears prior to the date we determine benefits.

*Payment is always subject to the section "When A Life Insurance Benefit May Be Limited".

When A Life Insurance Benefit May Be Limited

The Life Insurance benefit may be limited if the death of any insured borrower results from an illness or condition for which you had symptoms, received medical consultation, treatment, care or services, including prescribed medication within the 12 months prior to the date of death.

In this case, the insurance benefit will be limited to the greater of:

- the outstanding balance on the day before the date of diagnosis by a qualified physician of the illness or condition that caused your death, subject to the Life Insurance Amount*;
- 110% of the average statement balances for this insured Line of Credit for the past 12 months.

For Example:

Statement Balance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1,000	1,100	1,200	1,300	1,400	1,500	1,600	1,700	1,800	5,000	5,500	6,000
Average statement balance	$(1000 + 1100 + 1200 + 1300 + 1400 + 1500 + 1600 + 1700 + 1800 + 5000 + 5500 + 6000) \div 12 = \2425											
Insurance benefit paid	$\$2425 \times 110\% = \2667.50											

*For more information, please refer to section "Maximum Amounts You Can Apply For".

When We Pay a Life Benefit

In the event of death, we will pay a benefit to TD Bank up to your Life Insurance Amount, 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 is a result of, associated with, or happens while *you* are committing a criminal offence;
- *your* life claim is not made within one year of the date of death;
- *your* insurance coverage has been in force for less than two years, and *you* die from intentional self-inflicted injury, suicide, attempted suicide (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 insurance premiums; or
- *your* insured *Lines of Credit* are less than or equal to \$50,000 and *your* death occurs within 12 months from the date *your* coverage starts, and is the result of an illness or condition for which *you* received medical consultation, treatment, care or services, including prescribed medication, during the 12 months prior to the date *your* coverage starts. In this instance, all insurance premiums paid will be refunded.

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* up to *your Life Insurance Amount* if *you* suffer a covered loss as described below, 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;
- 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 intentional self-inflicted injury, suicide, attempted suicide (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 took place more than 12 months before the covered loss occurred;
- *your* loss 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* loss; or
- *your* loss is an injury resulting either directly or indirectly from any illness, medical condition or congenital defect regardless of:
 - whether the illness or condition began before or after *your* coverage starts;
 - how *you* came to suffer from the illness or condition; and
 - 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.

Insurance Amounts After A Benefit Is Paid

- When we pay an accidental dismemberment insurance benefit your Critical Illness Insurance Amount and Life Insurance Amount is reduced by the amount of the payment.
- When we pay a Critical Illness Insurance benefit, your Life Insurance Amount is reduced by the amount of the payment.
- When we pay an insurance benefit, the reduction in your benefit amount or termination of your coverage will not impact the Life Insurance Amount of other insured borrowers on your Line of Credit.

For Example: Your Life Insurance Amount is \$200,000.

When your accidental dismemberment claim is approved, the balance on your Line of Credit as of the date of the covered loss is \$100,000. After your accidental dismemberment claim is paid, your Life Insurance Amount is reduced to \$100,000.

When Your Life Insurance Ends

Your Life Insurance on your Line of Credit will end without notice to you, on the date when any of the following occurs:

- you no longer are a borrower on the Line of Credit;
- you turn 70 years old (applies to coverage for the full term of your Line of Credit or while covered under the Creditor Defined Plan);
- your 5-year period of coverage has come to an end if you are covered under the Creditor Defined Plan;
- we receive a written request from you to cancel your coverage or, if we are able to confirm your identity, and we receive your request by telephone to cancel your coverage;
- your insured Line of Credit is paid in full and closed, transferred to another financial institution or assumed by another person*;
- 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 Line of Credit*;
- you have Life Insurance and increase the credit limit or plan limit, and the combined limits of all your insured Lines of Credit, including this Line of Credit, is over \$50,000. In this instance, you will need to reapply*;
- you complete an Application for Life Insurance but before the Line of Credit is activated, TD Canada Trust approves a change to the credit limit or plan limit that would increase the combined limits of all your insured Lines of Credit to over \$50,000. In this instance, you will need to reapply*; or
- you die.

*This will end insurance coverage for other insured borrowers on the Line of Credit.

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

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 the repayment of your Line of Credit.

Definitions Applicable to 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 Line of Credit Critical Illness and Life Insurance, including the Health Questionnaire, if applicable.

Creditor Defined Plan: *Life Insurance* or *Critical Illness* and *Life Insurance* for a 5-year period of coverage, up to a maximum of \$300,000 for life and \$300,000 for critical illness. Individuals enrolled in this plan must re-apply if seeking to maintain credit protection on their *Line of Credit* beyond their 5-year period of coverage.

Health Questionnaire: the detailed questionnaire that must be completed in order to be considered for the full term on your *Line of Credit* if you answer "YES" to any of the health questions on the *Application*.

Life Insurance Amount: the maximum amount that may be payable as a *Life Insurance* benefit. It is equal to the lesser of (i) the credit limit/plan limit of the *Line of Credit*, (ii) partial coverage amount indicated in the letter sent approving you for coverage, or (iii) \$300,000. The *Life Insurance Amount* may change. For more information, please refer to the section "Insurance Amounts After a Benefit is Paid".

If you apply for *Critical Illness Insurance* in addition to *Life Insurance* and we require additional information from you, your coverages may start on different dates, but your *Critical Illness Insurance* can never begin before your *Life Insurance*.

Maximum *Critical Illness Insurance* Amounts You Can Apply For

You can apply to insure the credit limit or plan limit of your *Line of Credit* to a maximum of \$300,000 for all of your combined *TD Canada Trust Lines of Credit*. This limit applies to the total life, accidental dismemberment and *Critical Illness Insurance* benefits payable to one person.

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

How A *Critical Illness Insurance* Benefit Is Determined

When we pay an insurance benefit, we will determine the amount payable as of the date of diagnosis.

When a benefit is paid, subject to the maximum *Critical Illness Insurance Amount* of \$300,000, we pay the following amount associated with your *Line of Credit*:

- the outstanding balance up to your *Insurance Amount* on the date of diagnosis*. We will not pay more than this outstanding balance;
- any discharge or penalty fees;
- any interest owing;
- minus any *Line of Credit* payments that are in arrears prior to the date we determine benefits.

*Payment is always subject to the section "When A *Critical Illness Insurance* Benefit May Be Limited".

When A *Critical Illness Insurance* Benefit May Be Limited

The *Critical Illness Insurance* benefit may be limited if diagnosis of the covered critical illness results directly or indirectly from any illness or condition for which you had symptoms, received medical consultation, treatment, care or services, including prescribed medication within the 12 months prior to the date of diagnosis.

In such case, the insurance benefit will be the lesser of:

- the outstanding balance on the date of diagnosis subject to the *Critical Illness Insurance Amount**; or
- 110% of the average statement balances for this insured *Line of Credit* for the past 12 months.

Critical Illness Insurance

Critical Illness Insurance covers *Cancer (life threatening)*, *Acute Heart Attack* and *Stroke*.

When Your *Critical Illness Insurance* Starts

Once your *Line of Credit* has been approved, your *Critical Illness Insurance* starts:

- on the date you applied for coverage if you answered "NO" to all health questions in your *Application* (Section: Information about your health); or
- on the date we write to let you know that we have approved your *Critical Illness Insurance* if you answered "YES" to any of the health questions in your *Application* (Section: Information about your health).

When You Must Complete a *Health Questionnaire*

- You will need to complete a *Health Questionnaire* in order to be considered for the full term on your *Line of Credit* if you answered "YES" to any of the health questions in your *Application* (Section: Information about your health).
- We will review your *Application* and let you know by mail if you are approved for the coverage(s) you applied for.

Note: We reserve the right to change our underwriting requirements and the questions in the *Application* at any time.

For Example:

Statement Balance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1,000	1,100	1,200	1,300	1,400	1,500	1,600	1,700	1,800	5,000	5,500	6,000
Average statement balance	$(1000 + 1100 + 1200 + 1300 + 1400 + 1500 + 1600 + 1700 + 1800 + 5000 + 5500 + 6000) \div 12 = \2425											
Insurance benefit paid	$\$2425 \times 110\% = \2667.50											

*For more information, please refer to section "Maximum Amounts You Can Apply For".

When We Pay A Critical Illness Insurance Benefit

In the event you are diagnosed with *Cancer (life threatening), Acute Heart Attack, or Stroke* we will pay a benefit to TD Bank up to your *Critical Illness Insurance Amount*, subject to any limitations set out in this Certificate of Insurance.

When We Will Not Pay A Critical Illness Insurance Benefit

- your diagnosis of a covered condition occurs within 24 months of you becoming covered under this Certificate of Insurance, and is a result of an illness or condition for which you had symptoms or received medical consultation, treatment, care or services, including prescribed medication, during the 24 months prior to the start of your *Critical Illness Insurance* (this is called a **"pre-existing condition"**);
- your claim is a result of your use of illegal or illicit drugs or substances;
- your claim is a result of your misuse of medication obtained with or without prescription; or
- a diagnosis of *Cancer (life threatening)* or investigation leading to a diagnosis, occurs within 90 days when your coverage starts. In this instance, all insurance premiums paid will be refunded.

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.

Insurance Amounts After a Benefit Is Paid

- When we pay an accidental dismemberment insurance benefit your *Critical Illness Insurance Amount* and *Life Insurance Amount* is reduced by the amount of the payment.
- When we pay a *Critical Illness Insurance* benefit, your *Life Insurance Amount* is reduced by the amount of the payment.
- When we pay an insurance benefit, the reduction in your *Critical Illness Insurance Amount* or termination of your coverage will not impact the *Critical Illness Insurance Amount* of other insured borrowers on your *Line of Credit*.

For Example: Your *Life Insurance Amount* is \$200,000. When your *Critical Illness Insurance* claim is approved, the balance on your *Line of Credit* as of the date of diagnosis is \$100,000. After your *Critical Illness Insurance* benefit is paid, your *Life Insurance Amount* is reduced to \$100,000.

When Your Critical Illness Insurance Ends

Your *Critical Illness Insurance* on your *Line of Credit* will end without notice to you on the date that your *Life Insurance* ends, as described in the section "When Your Life Insurance Ends," or when any of the following occurs:

- if we pay any *Critical Illness Insurance* benefit on you to your insured *Line of Credit*;
- a diagnosis of *Cancer (life threatening)* or investigation leading to a diagnosis, occurs within 90 days from when your coverage starts;
- we receive a written request from you to cancel your *Critical Illness Insurance* or, if we are able to confirm your identity, and we receive your request by telephone to cancel your *Critical Illness Insurance*; or
- if you are covered under the *Creditor Defined Plan*, your 5-year period of coverage has come to an end, or you turn 70 while enrolled in the *Creditor Defined Plan*.

This will not end insurance coverage for other insured borrowers on the *Line of Credit*.

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

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 the repayment of your Line of Credit.

Definitions Applicable To Critical Illness Insurance Coverage

Acute Heart Attack: the death of a portion of your heart muscle resulting from inadequate blood supply for which the following test results are confirmed:

- an increase of cardiac bio-markers and/or enzymes found in the blood stream, as a result of damaged heart muscle tissue, to levels considered diagnostic for an acute myocardial infarction.

Diagnosis of the *Acute Heart Attack* must be made by a qualified cardiac specialist.

Acute Heart Attack does not include:

- an incidental finding of electrocardiogram changes suggesting a prior myocardial infarction with no corroborating event;
- an increase of cardiac bio-markers and/or enzymes due to coronary angioplasty (a medical procedure involving the ballooning of a narrowed coronary artery) unless there are new elevations of ST segments in the involved electrocardiogram leads considered diagnostic for an acute myocardial infarction; or
- an increase of cardiac bio-markers and/or enzymes in the blood stream due to pericarditis or myocarditis.

Application: the completed written, printed, electronic, and/or telephone application for *Line of Credit Critical Illness and Life Insurance*, including the *Health Questionnaire*, if applicable.

Cancer (life threatening): a *life-threatening* tumour characterized by the uncontrollable growth and spread of malignant cells.

Cancer (life threatening) does not include:

- carcinoma in situ;
- malignant melanoma to a depth of .75mm or less;
- skin cancer that has not spread beyond the deepest layer of the skin;
- Kaposi's sarcoma;
- Stage A (T1A or T1B) prostate Cancer; or
- any diagnosis or investigation leading to a diagnosis, which occurs within 90 days when your coverage starts.

Creditor Defined Plan: *Life Insurance or Critical Illness and Life Insurance* for a 5-year period of coverage, up to a maximum of \$300,000 for life and \$300,000 for critical illness. Individuals enrolled in this plan must re-apply if seeking to maintain credit protection on their *Line of Credit* beyond their 5-year period of coverage.

Critical Illness Insurance Amount: the maximum amount that may be payable as a *Critical Illness Insurance* benefit. It is equal to the lesser of (i) the credit limit/plan limit of the *Line of Credit*, or (ii) partial coverage amount indicated in the letter sent approving you for coverage, or (iii) \$300,000. The *Critical Illness Insurance Amount* may change. For more information, please refer to the section "*Insurance Amounts after a Benefit is Paid*".

Health Questionnaire: the detailed questionnaire that must be completed in order to be considered for the full term on your *Line of Credit* if you answer "YES" to any of the health questions on the *Application*.

Stroke: a cerebrovascular event producing neurological sequelae lasting more than 30 consecutive days and caused by thrombosis, hemorrhage or embolism from an extra-cranial source, and for which there is evidence of measurable, objective neurological deficit.

Stroke does not include:

- Transient Ischemic Attacks

Additional Conditions to Coverage

The following sections explain additional conditions that may apply to your *Life Insurance or Critical Illness and Life Insurance*. If any of these additional conditions apply to you, we will let you know in writing.

The additional conditions to coverage are subject to all exclusions and limitations to *Life Insurance and Critical Illness Insurance* coverage outlined in the following sections:

- "*When We Will Not Pay a Life Benefit*", page 18
- "*When We Will Not Pay An Accidental Dismemberment Benefit*", page 18
- "*When We Will Not Pay A Critical Illness Insurance Benefit*", page 21
- "*When We May Not Pay Any Benefit And Terminate All Your Coverage*", page 21
- "*When your Life Insurance Ends*", page 19, and;
- "*When your Critical Illness Insurance Ends*", page 21.

Creditor Defined Plan

The *Creditor Defined Plan* provides the same coverage as *Life Insurance* or *Critical Illness and Life Insurance* up to a maximum of \$300,000 per coverage but is limited to a 5-year period.

Note: Please refer to the “*Life Insurance*” and “*Critical Illness Insurance*” sections on pages 17 and 20.

To be considered for the *Creditor Defined Plan*, you will need to provide your consent on your *Application*. Your consent to be enrolled does not guarantee your enrollment in coverage. We may not be able to provide you with any coverage if you do not meet our standard approval criteria.

There are two circumstances when you may consent to be enrolled in the *Creditor Defined Plan*:

- Depending on your answers to the questions on the *Health Questionnaire*, we may determine that you do not qualify for coverage on the full-term of your *Line of Credit*. In this case, you may choose to be enrolled in the *Creditor Defined Plan* if you meet our standard approval criteria; or
- In the event that we are unable to reach you to complete the *Health Questionnaire* and complete our underwriting process, we will not be able to consider you for coverage for the full-term on your *Line of Credit*.

If you are enrolled in our *Creditor Defined Plan*, your coverage effective date is the date we write to let you know that we have approved you for *Life Insurance* or *Critical Illness and Life Insurance*. Our 30-day money-back guarantee described on page 27 applies if you are enrolled in the *Creditor Defined Plan*.

At the end of the 5-year period following your coverage effective date, you will need to complete a new *Application* for coverage if you wish to maintain credit protection on your *Line of Credit*.

Premiums are calculated based on your age at billing, your average monthly balance and number of days in the billing period.

Please note that individuals who are approved under the *Creditor Defined Plan* will not be considered for recognition of prior coverage as described under section “Recognition of Prior Coverage” on page 23.

Recognition Of Prior Coverage

We may approve you for full or partial coverage on your *Line of Credit*, based on the amount previously insured, if:

- you do not meet our health requirements; or
- you are over age 55 but under 70; and
- you were insured with us under a previous *Line of Credit* or *Mortgage* with coverage other than our *Creditor Defined Plan*.

To qualify for recognition of prior coverage, you must apply within 30 days of the:

- discharge of your existing *TD Canada Trust Mortgage*; or
- closure of your existing *Line of Credit*.

Your maximum coverage amount, under recognition of prior coverage, will be a flat dollar amount equal to the balance of the discharged mortgage or the credit limit or plan limit on the previous *Line of Credit*. We will specify the amount in the letter we send approving you for coverage.

For Example: Your existing *Line of Credit* or *Mortgage* covered with *Life Insurance* for \$75,000 is being replaced by a new *Line of Credit* for \$183,000. *Life Insurance* approved on your new *Line of Credit* will be \$75,000. At claim time, the maximum amount that can be paid is \$75,000.

Partial Coverage

If you have more than one *Line of Credit* and you apply for *Life* or *Critical Illness and Life Insurance*, we may offer you coverage up to the maximum of \$300,000 distributed between your *Lines of Credit*. If the total of all your *Lines of Credit* are over \$300,000, the maximum benefit paid will equal \$300,000.

The following two examples illustrate when we would offer partial coverage:

Example 1:

- You have *Critical Illness and Life Insurance* on your first *Line of Credit* for \$100,000.
- You are approved for a second *Line of Credit* for \$400,000.
- Since maximum coverage offered is \$300,000, the remaining *Critical Illness and Life Insurance* available on your second *Line of Credit* is \$200,000 (\$300,000 - \$100,000).
- If at claim time the balance on your second *Line of Credit* is \$300,000, then the maximum amount payable under your partial coverage will be \$200,000.

Example 2: Your *Line of Credit* limit was \$600,000 when you applied for *Life* or *Critical Illness and Life Insurance*.

- The maximum coverage offered is \$300,000.
- If at claim time the balance on your *Line of Credit* is \$400,000, then the maximum amount payable under your partial coverage will be \$300,000.

Premium Information for Critical Illness and Life Insurance

- *Critical Illness Insurance* premiums and *Life Insurance* premiums for each covered borrower are calculated separately at the time each borrower applies for coverage and billed jointly.
- *Your* premium will fluctuate based on *your* age at billing, *your* average monthly balance and number of days in the billing period.
- The rate to calculate *your* premium is based on *your* age at billing.
- A 15% multi-insured discount will apply to the *Life Insurance* premium if two or more persons are insured with *Life Insurance* on the billing date.
- A 20% discount will apply to the premium for the average balance portion that exceeds \$75,000. We call this a **tier discount**.
- A 15% multi-insured discount will apply to the *Critical Illness Insurance* premium if two or more persons are insured with *Critical Illness Insurance* on the billing date.
- Provincial sales taxes are added to *your* premiums, if applicable.

The monthly average balance is calculated using the average daily balances for the *Line of Credit* during the insurance billing period. If the daily balance *you* owe on any day is negative, we will use a daily balance of zero for that day in this calculation. Daily balances for the revolving portion and any fixed portions will be combined into a single amount and used to calculate premiums.

Note: The average balance used to calculate premiums will be capped at the *Insurance Amount*.

For Example: If *your* monthly average balance on *your Line of Credit* is \$400,000 and *you* have a maximum coverage of \$300,000, the average balance used in *your* premium calculation will be \$300,000.

Your insurance billing period usually starts on the last business day of the previous month, and ends on the second last business day of the current month. The number of days in an insurance billing period depends on the number of days in each month.

If *your* coverage begins during the middle of the month, *your* insurance billing period will start on the day *your* coverage starts. Similarly, *your* last insurance billing period will end on the day *your* coverage terminates.

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'll let *you* know before making any changes to the rates.

Premium Rates

Monthly premium rates per \$1,000 of single coverage:

Age	Life Insurance	Critical Illness Insurance	Age	Life Insurance	Critical Illness Insurance
18-29	\$0.16	\$0.16	50	\$0.63	\$0.81
30	\$0.17	\$0.17	51	\$0.65	\$0.86
31	\$0.19	\$0.19	52	\$0.69	\$0.94
32	\$0.20	\$0.20	53	\$0.74	\$1.02
33	\$0.21	\$0.21	54	\$0.78	\$1.11
34	\$0.22	\$0.22	55	\$0.83	\$1.22
35	\$0.23	\$0.23	56	\$0.88	\$1.34*
36	\$0.24	\$0.24	57	\$0.93	\$1.51*
37	\$0.25	\$0.25	58	\$1.00	\$1.70*
38	\$0.28	\$0.29	59	\$1.08	\$1.80*
39	\$0.30	\$0.32	60	\$1.16	\$1.89*
40	\$0.31	\$0.35	61	\$1.25	\$1.99*
41	\$0.34	\$0.38	62	\$1.35	\$2.09*
42	\$0.36	\$0.43	63	\$1.47	\$2.18*
43	\$0.38	\$0.48	64	\$1.61	\$2.28*
44	\$0.41	\$0.52	65	\$1.75	\$2.37*
45	\$0.44	\$0.56	66	\$1.92	\$2.46*
46	\$0.47	\$0.61	67	\$2.11	\$2.57*
47	\$0.50	\$0.66	68	\$2.32	\$2.66*
48	\$0.55	\$0.72	69	\$2.60	\$2.75*
49	\$0.60	\$0.77			

*Available only under Recognition of Prior Coverage

How To Calculate *Your* Premium

We will withdraw *your* insurance premiums, plus any applicable provincial sales taxes on the last business day of each month from *your Line of Credit* account.

To calculate *your* monthly premium:

1. Find the rate that applies to *you* in the table.
2. Multiply the rate by the average balance for *your Line of Credit* during the insurance billing period and divide it by 1,000.
3. Multiply the result (from step 2) by 12, then divide by 365 to get the daily premium.
4. Multiply the daily premium by the number of days in *your* insurance billing period.

5. Apply the multi-insured discount, if applicable.
6. Apply the tier discount, if applicable.
7. Apply provincial sales tax, if applicable.

Examples:

Your monthly premium is dependent on the number of days in your insurance billing period. For illustration purposes, we will use a 31-day billing period in the following examples.

Single Applicant

You are 34 years old and the average balance for your *Line of Credit* this month was \$20,000. Your monthly insurance premium would be:

	Life	Critical Illness
Step 1:	\$0.22	\$0.22
Step 2:	$\$0.22 \times \$20,000 \div 1000 = \$4.40$	$\$0.22 \times \$20,000 \div 1000 = \$4.40$
Step 3:	$\$4.40 \times 12 \div 365 = 0.1447$	$\$4.40 \times 12 \div 365 = 0.1447$
Step 4:	$0.1447 \times 31 = \$4.48$	$0.1447 \times 31 = \$4.48$
Step 5:	N/A	N/A
Step 6:	N/A	N/A
Monthly premium $\$4.48 + \$4.48 = \$8.96$ plus applicable provincial sales tax.		

Multiple Applicants

You are 34 years old, your spouse is 32 and the average balance on your *Line of Credit* this month is \$20,000. Your monthly insurance premium for joint coverage would be:

	Life	Critical Illness
Step 1:	$\$0.22 + \$0.20 = \$0.42$	$\$0.22 + \$0.20 = \$0.42$
Step 2:	$\$0.42 \times \$20,000 \div 1000 = \$8.40$	$\$0.42 \times \$20,000 \div 1000 = \$8.40$
Step 3:	$\$8.40 \times 12 \div 365 = 0.2762$	$\$8.40 \times 12 \div 365 = 0.2762$
Step 4:	$0.2762 \times 31 = \$8.56$	$0.2762 \times 31 = \$8.56$
Step 5:	$\$8.56 - 15\% = \7.28	$\$8.56 - 15\% = \7.28
Step 6:	N/A	N/A
Monthly premium $\$7.28 + \$7.28 = \$14.56$ plus applicable provincial sales tax.		

Single Applicant With A Tier Discount

You are 34 years old and the average balance for your *Line of Credit* this month was \$200,000. A "tier" discount of 20% will be applied to the premiums for the portion of the balance that exceeds \$75,000. Your monthly *Life Insurance* premium would be:

	Life
Step 1:	\$0.22
Step 2:	$\$0.22 \times \$75,000 \div 1000 = \$16.50$ $\$0.22 \times (\$200,000 - \$75,000) \div 1000 = \27.50
Step 3:	$\$16.5 \times 12 \div 365 = 0.5425$ $\$27.5 \times 12 \div 365 = 0.9041$
Step 4:	$0.5425 \times 31 = \$16.82$ $0.9041 \times 31 = \$28.03$
Step 5:	N/A
Step 6:	$\$28.03 - 20\% = \22.42
Monthly premium $\$16.82 + \$22.42 = \$39.24$ plus applicable provincial sales tax.	

Additional Information

As a general rule, no benefit is payable until a withdrawal has been made on the *Line of Credit*. The following exception applies with respect to the purchase of real estate:

- you enter into an Agreement of Purchase and Sale for a house or other real estate; and
- TD Canada Trust commits to advance funds to pay for the real estate; and
- you suffer a loss that would be covered under this Certificate of Insurance after coverage starts but before the funds are advanced;

then in this instance, any *Line of Credit* funds advanced by TD Canada Trust to pay for the real estate will be included to calculate the benefit.

Definitions Of The Terms We've Used

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

Accident	<p>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:</p> <ul style="list-style-type: none"> • whether the illness or condition arose before or after <i>your</i> 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.
Acute Heart Attack	<p>the death of a portion of your heart muscle resulting from inadequate blood supply for which the following test results are confirmed:</p> <ul style="list-style-type: none"> • an increase of cardiac bio-markers and/or enzymes found in the blood stream, as a result of damaged heart muscle tissue, to levels considered diagnostic for an acute myocardial infarction. <p>Diagnosis of the Acute Heart Attack must be made by a qualified cardiac specialist.</p> <p>Acute Heart Attack does not include:</p> <ul style="list-style-type: none"> • an incidental finding of electrocardiogram changes suggesting a prior myocardial infarction with no corroborating event; • an increase of cardiac bio-markers and/or enzymes due to coronary angioplasty (a medical procedure involving the ballooning of a narrowed coronary artery) unless there are new elevations of ST segments in the involved electrocardiogram leads considered diagnostic for an acute myocardial infarction; or • an increase of cardiac bio-markers and/or enzymes in the blood stream due to pericarditis or myocarditis.
Application	<p>the completed written, printed, electronic, and/or telephone application for <i>Line of Credit Critical Illness</i> and <i>Life Insurance</i>, including the <i>Health Questionnaire</i>, if applicable.</p>
Cancer (life threatening)	<p>a life-threatening tumour characterized by the uncontrollable growth and spread of malignant cells.</p> <p>Cancer (life threatening) does not include:</p> <ul style="list-style-type: none"> • carcinoma in situ; • malignant melanoma to a depth of .75mm or less; • skin cancer that has not spread beyond the deepest layer of the skin; • Kaposi's sarcoma; • Stage A (T1A or T1B) prostate cancer; or • any diagnosis or investigation leading to a diagnosis, which occurs within 90 days when your coverage starts.
Creditor Defined Plan	<p><i>Life Insurance</i> or <i>Critical Illness and Life Insurance</i> for a 5-year period of coverage, up to a maximum of \$300,000 for life and \$300,000 for critical illness. Individuals enrolled in this plan must re-apply if seeking to maintain credit protection on their <i>Line of Credit</i> beyond their 5-year period of coverage.</p>
Critical Illness Insurance	<p>Critical Illness Insurance for <i>Cancer (life threatening)</i>, <i>Acute Heart Attack</i> and <i>Stroke</i>, as more fully described in the "Critical Illness Insurance" section.</p>

Critical Illness Insurance Amount(s)	<p>the maximum amount that may be payable as a <i>Critical Illness Insurance</i> benefit. It is equal to the lesser of (i) the credit limit/plan limit of the <i>Line of Credit</i>, (ii) partial coverage amount indicated in the letter sent approving you for coverage, or (iii) \$300,000. The Critical Illness Insurance Amount may change. For more information, please refer to the section "Insurance Amounts After a Benefit is Paid".</p>
Health Questionnaire	<p>the detailed questionnaire that must be completed in order to be considered for the full term on <i>your Line of Credit</i> if you answer "YES" to any of the health questions on the <i>Application</i>.</p>
Insurance Amount(s)	<p>the <i>Life Insurance Amount</i> and/or the <i>Critical Illness Insurance Amount</i>, as applicable.</p>
Life Insurance	<p>includes life and accidental dismemberment coverage.</p>
Life Insurance Amount(s)	<p>the maximum amount that may be payable as a <i>Life Insurance</i> benefit. It is equal to the lesser of (i) the credit limit/plan limit of the <i>Line of Credit</i>, (ii) partial coverage amount indicated in the letter sent approving you for coverage, or (iii) \$300,000. The Life Insurance Amount may change. For more information, please refer to the section "Insurance Amounts After a Benefit is Paid".</p>
Line(s) of Credit	<p><i>your</i> secured or unsecured <i>TD Canada Trust Line of Credit</i>.</p>
Policy	<p>group Policy #G/H.60158 issued by Canada Life to <i>TD Bank</i>, which provides life and optional <i>Critical Illness Insurance</i> coverage, and group Policy #G/H.60158AD issued by Canada Life to <i>TD Bank</i> which provides accidental dismemberment coverage.</p>
Stroke	<p>a cerebrovascular event producing neurological sequelae lasting more than 30 consecutive days and caused by thrombosis, hemorrhage or embolism from an extra-cranial source, and for which there is evidence of measurable, objective neurological deficit.</p> <p>Stroke does not include:</p> <ul style="list-style-type: none"> • Transient Ischemic Attacks
TD Bank	<p>The Toronto-Dominion Bank.</p>
TD Canada Trust	<p><i>TD Bank</i> and those of its affiliates that provide <i>Lines of Credit</i>.</p>
You and your	<p>the borrower(s) who is/are insured under the <i>Policy</i>.</p>
We, us and our	<p>TD Life for accidental dismemberment coverage, and Canada Life for all other coverages, as applicable.</p>

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

Commonly Asked Questions

About *Line of Credit Critical Illness and Life Insurance*

Is This Insurance Mandatory?

Applying for *Line of Credit Critical Illness and Life 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 be diagnosed with a covered critical illness without it, would *your* family be able to manage *your Line of Credit* payments?

Can *You* Sign Up At Any Time?

Yes. As long as the *Policy** remains in force and *you* remain eligible to apply, there are no time constraints preventing *you* from taking advantage of low-cost coverage to protect *your Lines of Credit*. *Your TD Canada Trust* representative will be pleased to provide *you* with a *Line of Credit Critical Illness and Life 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* insurance coverage, *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 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 at **1-888-983-7070**. 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 we may owe *you* after *your* coverage has been cancelled.

Why Would *Your* Premium Fluctuate?

Your monthly premium is calculated based on *your* age at billing, average balance, and the number of days in an insurance billing period. *Your* age can change at time of billing and the number of days in an insurance billing period may change from month to month, so *your* monthly premium can change even if *your* balance stays the same.

Your insurance billing period starts on the last business day of the previous month and ends on the second last day of the current month.

Is *Your* Balance Covered In Full?

There are situations where *your* insurance coverage is less than *your* outstanding debt.

The maximum available coverage is \$300,000 on all *your TD Canada Trust Lines of Credit* combined.

If *your* total credit limit or plan limit for all of *your* insured *Lines of Credit* is higher, *you* may have partial coverage on some of the *Lines of Credit*. Also, if *you're* not eligible for insurance based on *your* health or age, *you* might be approved for coverage if *you* were insured on a previous product. Sometimes, depending on the amount *you* were previously insured for, this means that the maximum benefit under *your* new *Line of Credit* is less than the full credit limit or plan limit.

Also, even if the maximum payable on *your Line of Credit* is the full amount of *your* credit limit or plan limit, in some cases, benefits can be limited. Limitations can apply if *you* didn't have to provide evidence of good health for *your* coverage, or if *you* suffer related symptoms in the 12 months before *you* die or are diagnosed with a covered critical illness.

For more information, please refer to sections "Maximum Life Insurance Amounts You Can Apply For" and "Maximum Critical Illness Insurance Amounts You Can Apply For" in this booklet.

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 Line of Credit*.

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

For more information, please refer to sections "When *Your* Life Insurance Ends" or "When *Your* Critical Illness 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 Line of Credit Critical Illness and Life 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 Line of Credit Critical Illness and Life Insurance*, please contact TD Life at **1-888-983-7070**.

*Group Policy #G/H.60158 issued by Canada Life to *TD Bank*, which provides life and optional *Critical Illness Insurance* coverage, and group Policy #G/H.60158AD 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 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 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 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.

Chief Compliance Officer
The Canada Life Assurance Company
330 University Ave
Toronto, ON M5G 1R8
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.

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:

- 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.
- By purchasing other insurance that is equivalent to the insurance required,** to the satisfaction of the creditor who may not refuse without reasonable cause.
- 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)

Entered into on: _____
(Date of signature of contract)

_____ (Name of customer)

_____ (Name of customer)

In: _____
(Place of signature of contract)

_____ (Signature of customer)

_____ (Signature of customer)

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.

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.