

TD Canada Trust

Protection for your mortgage

Protect what's important

Distribution Guide and Certificate of Insurance



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Protect what's important

Distribution Guide and Certificate of Insurance

Accident 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

Protecting your family and your home

Buying a home is often the single largest purchase a person will make in their lifetime. This is why it is important to protect your investment. But what would happen if you were to become critically ill, suffer an accident or die? Would your family be able to keep making the mortgage payments? Would they have to sell your home?

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. Mortgage Critical Illness and Life Insurance is protection for your mortgage, which can mean financial security for you and your family.

This booklet describes the insurance provided to TD Canada Trust mortgage customers who enroll and are covered by Mortgage Critical Illness and Life Insurance. It contains important information about the critical illness, life, terminal illness, and accident coverage.

Terminal illness and accident coverage are included with life coverage, while critical illness is an optional additional coverage. You need to have life insurance to obtain critical illness insurance.

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

Mortgage Critical Illness and Life Insurance offers competitive group premium rates based on the age of the person being insured. The monthly insurance cost is based on your age when you apply and the amount of your mortgage.

There can be more than one insured individual (borrowers or guarantors) for Mortgage Critical Illness and Life Insurance. A 25 per cent discount applies to you where there are multiple insured persons on the same mortgage [credit product].

Distribution Guide

Name of Insurance Product:

Mortgage Critical Illness and Life Insurance for your TD Canada Trust Mortgage

Type of Insurance Product: Group Creditor Insurance

Name and Address of Insurers:

Accident coverage provided by:

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

All other coverages provided by:

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

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 H2Y 1S1
Phone: 1 888 983-7070
Fax: 1 866 534-5534

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

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.

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In this Distribution Guide, You and Your refers to anybody who is liable to pay the mortgage and who is (or will be) applying for insurance described in this guide.

Introduction

This Distribution Guide describes the Mortgage Critical Illness and Life Insurances offered to TD Canada Trust customers who are applying for a new mortgage or have an existing mortgage. It will help you make a knowledgeable decision about the type of coverage that best suit 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

Accident coverage is provided by TD Life Insurance Company (TD Life), under group insurance policy #G/H.60154AD issued to The Toronto-Dominion Bank. All other coverages are provided by The Canada Life Assurance Company (Canada Life), under group policy #G/H.60154 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

You can choose to apply for

- Mortgage Critical Illness and Life Insurance; **or**
- Mortgage Life Insurance only.

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

Mortgage Life Insurance

Mortgage Life Insurance can pay off your mortgage if:

- you die;
- you are diagnosed with an illness that will cause your

death within one year; **or**

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

Accident refers to a violent, sudden and unexpected action from an outside source to an insured person while that person is insured.

For a further explanation on the above, please refer to the section “About your insurance coverage” in the Certificate of Insurance.

Mortgage Critical Illness Insurance

Mortgage Critical Illness Insurance can pay off your mortgage, if you are diagnosed with:

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

These terms are defined in the section “About your insurance coverage” in the Certificate of Insurance.

Summary of Specific Features

Persons Who May Apply for This Protection

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

For **Mortgage Life Insurance**

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

For **Mortgage Critical Illness Insurance**, on the date of application

- You must be approved for Mortgage Life Insurance; **and**
- You must be between **18 and 55** years old.

You can apply for coverage up to **180 days** before the mortgage closing date.

For builder mortgage, you can apply for coverage up to 36 months before the mortgage closing date.

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

Confirmation of Insurance

Once you have completed and submitted the insurance application to TD Life and / or TD Canada Trust, the documents that represent your proof of insurance are the following:

- **If you meet the eligibility criteria and apply for Mortgage Life Insurance only;**
 - **and if you answer “NO” to questions 1 to 4 of the section “Information about your application and your health” of your insurance application,** your application will be automatically approved. The completed insurance application will be your proof of insurance.
 - **and if you answer “YES” to any questions of the section “Information about your application and your health” of your insurance application,** you are required to complete a Health Questionnaire and your application will be evaluated by the Insurer. If your application is approved, the letter of approval sent confirming your Mortgage Life Insurance will be your proof of insurance.
- **If you meet the eligibility criteria and apply for Mortgage Critical Illness Insurance,** in addition to Mortgage Life Insurance;
 - **and if you answer “NO” to question 1 to 5 of the section “Information about your application and your health” of your insurance application,** your application will be automatically approved. The completed application will be your proof of insurance.
 - **and if you answer “YES” to any question in the section “Information about your application and your health” of your insurance application,** you are required to complete a Health Questionnaire and your application will be evaluated by the Insurer. If your application is approved, the letter of approval sent confirming your Mortgage Critical Illness Insurance will be your proof of insurance.

This guide describes the coverages available. You may be covered for Mortgage Critical Illness and Life Insurance or for Mortgage Life Insurance. Please refer to your 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 Mortgage agreement and any associated credit agreement with TD Canada Trust: arrears, balance, discharge, and penalty fees.

Life Insurance Amount

Your Mortgage Life Insurance can pay up to \$500,000 for all your insured mortgages combined.

The insurance benefits payable include:

- your outstanding mortgage balance minus any mortgage payments in arrears;
- discharge and penalty fees as set out in your mortgage;
- interest owing; **and**
- any amount owed in your tax account.

If your mortgage is over \$500,000, the insurer will calculate the benefit using the following formula:

$$\frac{\text{Maximum coverage amount}}{\text{Your mortgage balance when you applied for coverage}} \times \frac{\text{Mortgage balance owing when insurance benefits are determined}}{\text{Mortgage balance owing when insurance benefits are determined}}$$

If you have more than one mortgage and you apply for Mortgage Life Insurance, the insurer may offer you coverage up to the above maximum distributed between the mortgages.

If TD Canada Trust approves a change to the amount of your mortgage, after you have applied for Mortgage Life Insurance and before your mortgage is funded, then once your coverage takes effect, the amount of coverage under any insurance issued will be calculated based on the actual mortgage amount funded, subject to the above maximums.

When the Insurer pays an insurance benefit, the Insurer will calculate the benefits payable according to the following dates:

- for life coverage, the date of death;
- for terminal illness coverage, the date the claim is received by TD Life; **or**
- for Accident coverage, the date of the Accident which caused a covered loss.

For a further explanation on the above, please refer to the section “How much you are covered for” in the Certificate of Insurance.

Critical Illness Insurance Amount

Your Mortgage Critical Illness Insurance can pay up to \$300,000 for all your insured mortgages combined.

The insurance benefits payable include:

- your outstanding mortgage balance minus any mortgage payments in arrears;
- discharge and penalty fees, as set out in your mortgage;
- interest owing; **and**
- any amount owed in your tax account.

If your mortgage is over \$300,000, the Insurer will calculate the benefit using the following formula:

$$\frac{\text{Maximum coverage amount}}{\text{Your mortgage balance when you applied for coverage}} \times \text{Mortgage balance owing when insurance benefits are determined}$$

If you have more than one mortgage and you apply for Mortgage Critical Illness Insurance, the Insurer may offer you coverage up to the above maximum distributed between the mortgages.

If TD Canada Trust approves a change to the amount of your mortgage, after you have applied for Mortgage Critical Illness Insurance and before your mortgage is funded, then once your coverage takes effect, the amount of coverage under any insurance issued will be calculated based on the actual Mortgage amount funded, subject to the above maximums.

When paying a Mortgage Critical Illness Insurance benefit, the Insurer will calculate the amount of benefits payable as of the date of diagnosis.

For a further explanation about the above, please refer to the section “How much you are covered for” in the Certificate of Insurance.

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 failed to meet the health requirements at the time of applying for Mortgage Life Insurance or Mortgage Critical Illness and Life Insurance; **or**
- you are over age 55 and no longer eligible to apply for Mortgage Critical Illness Insurance,

then partial or full coverage may be available on your mortgage, based on the previous coverage(s) you had and the outstanding insured balance(s) of the credit product(s) subject to the above maximums. This is called recognition of prior coverage.

For a further explanation about recognition of prior coverage, please refer to the section “How much you are covered for” in the Certificate of Insurance.

Beneficiary of the Insurance

The Insurer will pay the Mortgage Critical Illness and Life Insurance benefit to TD Canada Trust to pay off or pay down the outstanding mortgage balance.

Premiums to Be Paid by the Insured

Your cost for Mortgage Critical Illness and Life Insurance is based on your age and the amount of your mortgage at the time you apply for coverage.

If there are additional persons insured for the same mortgage [credit product], you will obtain a 25% multi-insured discount on the total of your individual insurance premiums.

The applicable premium rates appear in the table below.

For specific examples please refer to “How to calculate your premium” section in the certificate of insurance.

Monthly Premium Rate per \$1,000 of Single Coverage †		
Your Age	Life Insurance	Critical Illness Insurance
18 to 30	\$0.10	\$0.11
31 to 35	0.14	0.16
36 to 40	0.21	0.23
41 to 45	0.30	0.43
46 to 50	0.44	0.67
51 to 55	0.54	1.00
56 to 60	0.77	1.80*
61 to 65	1.04	2.30*
66 to 69	1.64	2.63*

† 9% provincial sales tax will be added
*Critical Illness coverage at these ages may be available only if you were previously insured for Critical Illness under a previous TD Canada Trust credit product.

Payment Frequency

Your insurance premiums, plus any applicable provincial sales taxes, are included as part of your regular mortgage payment. They will be converted to the payment frequency that you choose for your mortgage payment.

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 on this Distribution Guide.

If,

- your mortgage 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 Mortgage Life Insurance coverage:

If you answer “NO” to questions 1 to 4 on the insurance application (section: Information about your application and your health), your coverage is automatically approved and takes effect on the date you applied for coverage.

For Mortgage Critical Illness Insurance coverage:

If you answer “NO” to questions 1 to 5 on the Application (section: Information about your application and your health), your coverage is automatically approved and takes effect on the date you applied for coverage.

When you must complete a Health Questionnaire:

You will need to complete a Health Questionnaire if you answer “YES” to any of the questions in the application (section: Information about your application and your health).

The Insurer will review your application and your coverage(s) will take effect on the date the letter of approval is mailed.

If a Health Questionnaire is required and not submitted, coverage will not take effect.

If you apply for Mortgage Critical Illness Insurance in addition to Mortgage Life Insurance and we require additional information from you, your coverages may start on different dates.

Note that your Mortgage Critical Illness Insurance can never begin before you Mortgage Life Insurance.

Exclusions and Limitations

- Caution -

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

- information that the Insurer requires to approve your insurance; or
- information you give when requesting any change to your coverage.

The Insurer will not pay a life or terminal illness benefit if:

- your death or terminal illness occurs before the insurance coverage comes into effect;
- your insurance coverage has been in force for less than 2 years, and the insured dies from suicide or intentionally self-inflicted injuries, whether sane or insane. If this happens, the Insurer will refund all premiums paid;
- the death is a result of or while you were committing, a criminal offence;
- the life claim is not made within one year of the date of your death; or
- the terminal illness claim is not received before the date of your death.

The Insurer will not pay an Accident benefit if:

- the Accident occurs before the insurance coverage comes into effect;
- the Accident was due to drug or alcohol misuse or abuse;
- the loss is caused by intentionally self-inflicted injuries, whether sane or insane;
- the loss caused by an Accident occurs more than 12 months after that Accident;
- the loss is a result of or while you were committing, a criminal offence;
- 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 Mortgage Life Insurance took effect;
 - how the insured person came to suffer from the illness or condition; and
 - whether the illness, condition or defect or resulting injury was expected or unexpected.

The Insurer will not pay a critical illness benefit if:

- the loss is a result of a pre-existing medical condition. A pre-existing condition means an illness or condition for which:
 - you had symptoms; or
 - you received medical consultation, treatment, care or services, including prescribed medication,
- during the 24 months prior to the start of your Critical Illness Insurance, unless disclosed on the application;
- the loss is caused by the 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 a medical consultation 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.

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 mortgage 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 the Insurer can confirm your identity. In that case, your cancellation will be effective upon completion of the call.

Otherwise, the Insurer requires a written request from you to confirm your cancellation. Cancellation will be effective on the date the request is received by the Insurer.

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, your Insurer will refund any premiums paid provided no claims have been made. You may cancel your coverage any time after 30 days from the date of application, and the Insurer 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 one of the following occurs:

- your insured mortgage is paid in full, refinanced, discharged, or assumed by another person;
- you are no longer a borrower/guarantor on the mortgage;
- you turn **70 years old**;
- your insured mortgage is transferred to another financial institution;
- your insurance premium is in arrears 3 months or more;
- the Insurer receives your written request from you to

cancel your coverage or, if the Insurer is able to confirm your identity, we receive your request by telephone.

- the 30th day after the Insurer or TD Canada Trust gives you written notice of the cancellation of the policy;
- TD Canada Trust starts legal proceedings against you concerning your insured mortgage, including a notice of sale of your property;
- any Life Insurance or Accident benefit for your insured mortgage is paid. This will end insurance coverage for all insured borrowers; **or**
- you die.

Critical Illness Insurance

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

- if the Insurer pays any critical illness benefit for your insured mortgage;
- you are diagnosed with Cancer (life threatening) or a medical consultation or investigation leading to such a diagnosis occurs within the first **90 days** after your coverage takes effect; **or**
- if the Insurer receives a written request from you to cancel your Mortgage Critical Illness Insurance or, if the Insurer is able to confirm your identity, the Insurer receive your request by telephone to cancel your Mortgage Critical Illness Insurance.

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

Note that your insurance coverage may end prior to the repayment of your mortgage.

Proof of Loss or Claim

Submission of a Claim

Claim forms are available through any TD Canada Trust branch or by calling TD Life Customer Service at 1 888 983-7070.

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 a terminal illness claim, you must provide us with written proof of a terminal illness diagnosis **before death occurs.**

For an accident 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.

The Insurer may require that a doctor of their choice examines you to validate a critical illness, terminal illness or accident 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

The Insurer determines the amount of your benefit from the date they receive your claim.

You are limited to only one claim for Life Insurance or Critical Illness Insurance per insured mortgage. For an explanation regarding the calculation of the benefit amount, please refer to the section of “How much you

are covered for” in the Certificate of Insurance.

If you have insured more than one mortgage, the Insurers will make insurance benefit payments to each mortgage in the order in which you insured your mortgages.

The maximum amount that will be paid for all your insured mortgages will not be greater than **\$500,000 for Life Insurance** and **\$300,000 for Critical Illness Insurance.**

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.

Similar Products

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

For More Information

For more information about Mortgage Critical Illness and Life Insurance:

- Refer to the Mortgage 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
240 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 mortgage

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Toronto, Ontario M5K 1A2

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Creditor Insurance Department

330 University Avenue

Toronto, Ontario M5G 1R8

Administered by:

TD Life

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Certificate of Insurance

Pages 15 to 21 of this booklet form the Certificate of Insurance, which applies to persons covered by Mortgage Life Insurance or Mortgage Critical Illness and Life Insurance.

Definitions of the terms we've used

This Certificate of Insurance uses the following terms, which are in *italics*:

Accident is defined in "About your insurance coverage".

Application is the completed printed, electronic and/or telephonic application for Mortgage Life Insurance or Mortgage Critical Illness and Life Insurance, including the *Health Questionnaire*, if applicable.

The *Bank* refers to The Toronto-Dominion Bank.

A *Canadian resident* is any person who:

- has lived in Canada for a total of 183 days within the last year; or
- is a member of the Canadian Forces.

Critical Illness Insurance means the coverage for *Cancer (life threatening)*, *Acute Heart Attack* and *Stroke*, all as defined in "About your insurance coverage", which is optional if *you* are approved for and insured with *Life Insurance*.

Diagnosis refers to a determination of a covered critical illness as defined in "About your insurance coverage".

Health Questionnaire refers to the detailed questionnaire that must be completed if *you* answer "YES" to any of the health questions on the *Application*.

Life Insurance means life, terminal illness and *Accident* coverage.

Mortgage refers to *your TD Canada Trust* conventional or CMHC and Genworth Financial Canada insured mortgage. *Mortgage* does not include self-directed RSP mortgages or mortgages on commercial properties.

Policy refers collectively to: group policy #G/H.60154 between Canada Life and the *Bank*, which provides life, terminal illness and optional critical illness coverage, and group policy #G/H.60154AD between TD Life and the *Bank*, which provides *Accident* coverage.

TD Canada Trust means the *Bank* and those of its affiliates that provide mortgages.

We, us and *our* refer to Canada Life and TD Life as applicable. For *Accident* coverage, *we, us* and *our* refer to TD Life. For all other coverages, *we, us* and *our* refer to Canada Life.

You and *your* refer to a borrower(s) or guarantor(s) who is/are insured under the *Policy*.

TD Life acts as an administrator for Canada Life.

The *Bank* does not act as an agent for Canada Life. Neither company has any ownership interest in the other. The *Bank* is not an agent for its wholly owned subsidiary, TD Life. The *Bank* sponsors this product and receives a fee from Canada Life and TD Life for its activities, including enrolling borrowers under this coverage.

If you are insured with *Mortgage Life Insurance* or *Mortgage Life Insurance* with optional *Critical Illness Insurance*, the terms and conditions of *your* coverage under the *Policy* consist of :

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

Who is eligible for coverage

Mortgage Critical Illness and Life Insurance is offered exclusively to Mortgage customers or guarantors who are *Canadian residents*.

You can apply for *Life Insurance* on *your Mortgage* if *you* are between 18 and 69 years old.

You are eligible to apply for *Critical Illness Insurance* on *your Mortgage* if *you* are between 18 and 55 years old. *You* are only eligible for *Critical Illness Insurance* if *you* have been approved for and are insured with *Life Insurance*.

We do not limit the number of borrowers or guarantors who can be insured. To apply for coverage, *you* must complete and submit an *Application*.

You can apply for coverage at any *TD Canada Trust* branch across Canada.

How much you are covered for

Maximum coverage amounts

You can apply to cover the amount of *your Mortgage*, subject to certain maximums. The maximum amount of *Life Insurance* offered is \$500,000. The maximum amount for *Critical Illness Insurance* offered is \$300,000. These limits apply to the sum of all *your Mortgages* insured with these coverages. If the total of all *your Mortgages* insured under the coverage(s) exceeds these maximums, we may offer you partial coverage on *your Mortgage*.

Subject to these maximums and any other applicable restrictions in *your* insurance approval letter, if *TD Canada Trust* approves a change to the amount of *your Mortgage*, after you complete the *Application* and before *your Mortgage* is funded, then once *your Life Insurance* and/or *Critical Illness Insurance* takes effect as described within the section "When your coverage takes effect" of this Certificate, the amount of coverage under any insurance issued will be calculated based on the actual amount funded under *your Mortgage*.

In addition, if you are refinancing one or more credit product(s) previously insured with *Life Insurance* and/or *Critical Illness Insurance* and:

- you fail to meet the health requirements under the *Application*; or
- you are over age 55 and no longer eligible to apply for *Critical Illness Insurance*,

then we may approve you for partial coverage on *your Mortgage*, based on the previous coverage(s) you had and the outstanding insured balance(s) of the credit product(s). This is called recognition of prior coverage.

If we offer insurance based on recognition of prior coverage, the amount of *Life Insurance* and/or *Critical Illness Insurance* available under this Certificate will be limited to the percentage of *your Mortgage* that we specify in the letter we send approving you for partial coverage. The percentage will be equal to the outstanding insured balance(s) of the insured credit product(s) prior to refinancing, divided by the refinanced amount of the *Mortgage*. Any *Life Insurance* maximum under that letter applies to benefits payable as a result of death, terminal illness and *Accident*.

How an insurance benefit amount is calculated

When we pay an insurance benefit, we will calculate the benefits payable as of the following dates:

- for life coverage, the date of death;
- for terminal illness coverage, the date the claim is received by us;
- for *Accident* coverage, the date of the *Accident* which caused a covered loss;
- for *Critical Illness Insurance*, the date of *Diagnosis*.

Subject to the maximums set out above, when we pay an insurance benefit, the amount will equal *your* insured *Mortgage* balances, which include:

- the outstanding principal balances
- any discharge or penalty fees
- any overdrawn balance in your property tax account, if you have arranged for *TD Canada Trust* to make these payments; and
- any interest owing.

We will deduct from the insurance benefit any *Mortgage* payments that were in arrears prior to the date we determined the benefits.

When the total of all *your Mortgage(s)* insured under *Life Insurance* and/or *Critical Illness Insurance* exceeds the coverage maximums stated above, *your* insurance benefit will be a prorated amount of *your* balance owing. For example, if the mortgage balance was \$621,000 when you applied and the balance owing when insurance benefits are determined is \$421,000, we will pay the following benefits:

Life Insurance: $\$500,000 \div \$621,000 \times \$421,000 = \$338,969.37$

Critical Illness Insurance: $\$300,000 \div \$621,000 \times \$421,000 = \$203,381.64$

In no circumstances will we pay more than the outstanding balance on *your* insured *Mortgage*.

There are certain circumstances under which we exclude coverage or will not pay benefits. These are described in the section "When we will not pay an insurance benefit".

As a general rule, a *Mortgage* is only insured if there is a balance outstanding on the day the benefit is calculated, except if:

- *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 property; and
- *you* suffer a loss that would be covered under this Certificate after it comes into effect, but before the funds are advanced.

In such case, if *TD Canada Trust* subsequently advances the funds with respect to the property, the amount of that *Mortgage* will be included in the outstanding balance for the purpose of the calculation of benefits.

About your insurance coverage

Mortgage Critical Illness and Life Insurance provides life, terminal illness, *Accident*, and optional critical illness coverage as described below.

Life coverage

If *you* die, *we* will make a payment to *TD Canada Trust* equal to the amount described in the section "How much you are covered for".

Terminal illness coverage

If *you* are diagnosed with an illness that will cause *your* death within one year, *we* will make a payment to *TD Canada Trust* equal to the amount described in the section "How much you are covered for".

Accident coverage

Accident refers to a violent, sudden and unexpected action from an outside source to an insured person while that person is insured under this Certificate.

Accident coverage does not provide benefits in regards to:

- injuries resulting either directly or indirectly from any illness, medical condition or congenital defect, regardless of:
 - whether the illness or condition arose before or after this Certificate took effect;
 - how the insured person came to suffer from the illness or condition; and
 - whether the illness, condition or defect or resulting injury was expected or unexpected.

If *you* suffer a covered loss as described below, which:

- is a bodily injury; and
 - is solely and directly caused by an *Accident*; and
 - occurs within 365 days of the *Accident*; and
 - is beyond remedy by surgical or other means,
- we* will make a payment to *TD Canada Trust* equal to the amount described in the section "How much you are covered for".

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.

Critical Illness Insurance

If *you* have *Critical Illness Insurance* and are diagnosed with a covered critical illness as defined below, *we* will make a payment to *TD Canada Trust* equal to the amount described in the section "How much you are covered for".

Cancer (life threatening) means 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 .75 mm 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 of *your* coverage taking effect.

Acute Heart Attack means 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 physician qualified to make the *Diagnosis*.

Acute Heart Attack does not include:

- an incidental finding of ECG changes suggesting a prior myocardial infarction with no corroborating event; or
- 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 ECG 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.

Stroke means 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.

An exclusion could apply as described in the section "When we will not pay an insurance benefit".

When your coverage takes effect

If *your Mortgage* has been approved or is already funded and *you* apply and qualify for this insurance, *your* coverage will take effect as described below.

For Life Insurance

If *you* answer "NO" to questions 1 to 4 on the *Application* (Section: Information about your application and your health), *your* coverage is automatically approved and takes effect on the date *you* applied for coverage.

For Critical Illness Insurance

If *you* answer "NO" to questions 1 to 5 on the *Application* (Section: Information about your application and 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* if *you* answer "YES" to any of the questions in *your Application* (Section: Information about your application and your health). *We* will review *your Application* and let *you* know by mail if *you* are approved for the coverage(s) *you* applied for. In this case, coverage will take effect on the date *we* write to let *you* know that *we* have approved *your Life Insurance* and/or *Critical Illness Insurance*, as applicable.

If a *Health Questionnaire* is required and not submitted, coverage will not take effect.

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*.

What your coverage costs

How premiums work:

- *Critical Illness Insurance* premiums and *Life Insurance* premiums for each insured borrower or guarantor are calculated separately at the time each borrower or guarantor applies for coverage.
- A 25% multi-insured discount will apply to your *Life Insurance* premium if there is another person insured* with *Life Insurance* related to this mortgage.
- A 25% multi-insured discount will apply to your *Critical Illness Insurance* premium if there is another person insured* with *Critical Illness Insurance* related to this mortgage.

*Where the other insured borrower or guarantor has coverage already in effect and has not received a multi-insured discount, they will receive the multi-insured discount applicable in the Certificate of Insurance issued at the time they applied for coverage.

- The rate used to calculate *your* premium is based on *your* age when *you* apply for coverage.
- Provincial sales taxes are added to *your* premiums, if applicable.

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

Premium rates

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

Age	Life Insurance	Critical Illness Insurance
18 to 30	\$0.10	\$0.11
31 to 35	0.14	0.16
36 to 40	0.21	0.23
41 to 45	0.30	0.43
46 to 50	0.44	0.67
51 to 55	0.54	1.00
56 to 60	0.77	1.80*
61 to 65	1.04	2.30*
66 to 69	1.64	2.63*

*Available only under Recognition of Prior Coverage.

How to calculate your premium

To calculate *your* monthly life or critical illness premium:

1. Find the rate that applies to *you* in the table;
2. Multiply it by the insured amount of *your Mortgage* as of the date *you* apply for coverage or the date it is funded, whichever is later;
3. Divide the answer by 1,000;
4. Apply the multi-insured discount, if applicable.
5. Apply Provincial Sales tax (where required).

For payment frequencies other than monthly, pro-rated premiums will apply.

Examples:

Single applicant

You are 34 years old and *you* have a \$100,000 mortgage. *Your* monthly insurance premium would be:

Critical Illness Insurance: $\$0.16 \times \$100,000 \div 1,000 = \$16.00$, plus any applicable provincial sales tax.

Life Insurance: $\$0.14 \times \$100,000 \div 1,000 = \$14.00$, plus any applicable provincial sales tax.

Multiple applicants

You are 34 years old, *your* spouse is 36 and together have a \$100,000 mortgage and are both applying for Life Insurance and Critical Illness Insurance at the same time. *Your* combined monthly insurance premiums for joint coverage would be:

Critical Illness Insurance: $(\$0.16 + 0.23) \times \$100,000 \div 1,000 = \$39.00$, less 25% discount = \$29.25, plus any applicable provincial sales tax.

Life Insurance: $(\$0.14 + 0.21) \times \$100,000 \div 1,000 = \$35.00$, less 25% discount = \$26.25, plus any applicable provincial sales tax.

Your payments

Your insurance premiums, plus any applicable provincial sales taxes are included as part of *your* regular *Mortgage* payment. They will be converted to the payment frequency that *you* choose for *your Mortgage* payment.

When we will not pay an insurance benefit

We will not pay any insurance benefit and will terminate all your insurance coverages if:

- *you* give any false or incomplete responses to requests for 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.

We will not pay a life or terminal illness benefit if:

- *your* death or terminal illness occurs before *your* insurance coverage came into effect;
- *your* insurance has been in force for less than two years, and *you* die from suicide or intentionally self-inflicted injuries, whether *you* were sane or insane. If this happens, *we* will refund all premiums *you've* paid for *your* coverage;
- *your* death is a result of or while *you* were committing, a criminal offence;
- *your* life claim is not made within one year of the date of death; or
- *your* terminal illness claim is not received before the date of death.

We will not pay an Accident benefit if:

- an *Accident* occurs before *your* insurance coverage came into effect;
- *your Accident* was due to drug or alcohol misuse or abuse;
- *your* loss is a result of intentionally self-inflicted injuries, whether *you* were sane or insane;
- *your* loss relates to an *Accident* that took place more than 12 months before the covered loss occurred;
- *your* loss is a result of or while *you* were committing, a criminal offence; or
- *your* claim is not made within one year of the date of *your* loss.

We will not pay a critical illness benefit if:

- *your* claim 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*, unless disclosed on the *Application*, (*we* call this a pre-existing medical 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 of *your* coverage taking effect. This is an exclusion to coverage. *Your Critical Illness Insurance* will terminate and premiums for *your Critical Illness Insurance* will be refunded.

How to make a claim

Claim forms are available through any *TD Canada Trust* branch or by calling TD Life Customer Service at 1-888-983-7070.

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

For a terminal illness claim, *you* must provide us with written proof of a terminal illness diagnosis before death occurs.

For an *Accident* 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 practising in Canada, 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.

We may require that a doctor of *our* choice examine *you* to validate a critical illness, terminal illness or *Accident*

claim. *We* will only pay benefits after these requirements are satisfied.

You are limited to one claim for *Life Insurance* or *Critical Illness Insurance* per *Mortgage*. *We* describe how *we* determine the amount of *your* benefit in the section “How much you are covered for”. If *you* have insured more than one *Mortgage*, *we* will make insurance benefit payments to each *Mortgage* in the order in which *you* insured *your Mortgages*.

When your insurance coverage ends

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

- *your* insured *Mortgage* is paid in full, refinanced, discharged or assumed by another person;
- *you* no longer are a mortgagor or guarantor of the *Mortgage*;
- *you* turn 70 years old;
- *your* insured *Mortgage* is transferred to another financial institution;
- the date *your* insurance premium is in arrears three months or more;
- *we* receive a written request from *you* to cancel *your* coverage or, if *we* are able to confirm *your* identity, *we* receive *your* request by telephone to cancel *your* coverage;
- 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* insured *Mortgage*, including a notice of sale of *your* property;
- *we* pay any *Life Insurance* benefit in regard to *your* insured *Mortgage*. This will end insurance coverage for all insured borrowers and guarantors; or
- *you* die.

Your Critical Illness Insurance on *your Mortgage* will automatically end on the date that *your Life Insurance* ends, as described above, or if any of the following occurs:

- if *we* pay any critical illness benefit on *you* with respect to *your* insured *Mortgage*;
- a *Diagnosis of Cancer (life threatening)* or investigation leading to a *Diagnosis* occurs within 90 days of *your* coverage taking effect;
- *we* receive a written request from *you* to cancel *your Critical Illness Insurance* or, if *we* are able to confirm *your* identity, *we* receive *your* request by telephone to cancel *your Critical Illness Insurance*.

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

Despite any other provisions of this Certificate, if *you* cancel *your* insurance within the first 10 days following the date *you* completed *your Application*, *you* must send a notice of cancellation to TD Life by registered mail to the address on the back cover of this booklet. *You* may use the form attached at the end of this booklet for this purpose.

We will refund any premiums *we* may owe *you* after *your* coverage ends. If *you* take out insurance but cancel within 30 days of applying, *you* will get a full refund of any premiums *you've* paid for *your* coverage provided no claims have been made.

Note that *your* insurance coverage may end prior to the repayment of *your Mortgage*.

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

Commonly asked questions about Mortgage Critical Illness and Life Insurance

Is this insurance mandatory?

Applying for the Life Insurance or the Life and Critical Illness Insurance is entirely 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 accident or be diagnosed with a terminal illness or critical illness without it, would your family be able to take care of the payments needed to live in your home?

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 it within 30 days of the date of applying for a full refund of any premiums you've paid for your coverage. Please call TD Life Customer Service at 1-888-983-7070 or contact the TD Canada Trust branch where you enrolled for the coverage.

Can you sign up at any time?

Yes. There are no time constraints preventing you from taking advantage of low-cost coverage to protect your mortgage. Your TD Canada Trust representative will be pleased to provide you with a Mortgage Critical Illness and Life Insurance *Application*.

How can you cancel your coverage?

You can cancel your own coverage at any time without the consent of the other borrowers. You can call TD Life Customer Service at 1-888-983-7070 and, if we are able to confirm your identity, you will be able to cancel your coverage by phone. In that case, your cancellation will be effective as soon as we complete the call. Otherwise, we will require a written request from you to cancel your coverage and will honour your request on the date we receive it. You can obtain a cancellation form by requesting one at any TD Canada Trust branch, or by calling TD Life Customer Service. For a written cancellation, please

send the form to the address at the back of this booklet. We will refund any premiums we may owe you after your coverage has ended.

Is your balance covered in full?

There are situations where your insurance coverage is less than your outstanding debt. The maximum available coverage is \$500,000 for Life Insurance and \$300,000 for Critical Illness Insurance on all your TD Canada Trust Mortgages combined. If the total of all your Mortgages is higher, you may have partial coverage on some of the Mortgages. Also, if you're not eligible for insurance based on your health, 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 Mortgage is less than the Mortgage amount.

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 Mortgage. 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. Please refer to the section "When your coverage ends" in this booklet for more information.

How can you be sure your personal information is confidential?

Your right to privacy is important to us. No information is shared without your written approval. In your Mortgage 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 Customer Service at 1-888-983-7070.

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
- details about your browsing activities, your browser or mobile device
- 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
- 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. 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.

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 Cancellation 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: _____
(Date of signature of contract)

In: _____
(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:**

1. By purchasing the insurance offered to you.

If you choose this option, you benefit from the application of section 440 of the Act which allows you to rescind an insurance contract that you signed at the time of signing a lending agreement, without penalty, within 10 days of its signature. Your actual insurance contract may extend this period. However, you must then purchase another equivalent insurance to the satisfaction of the creditor who may not refuse without reasonable cause.

2. By purchasing other insurance that is equivalent to the insurance required, to the satisfaction of the creditor who may not refuse without reasonable cause.**3. By demonstrating that you already have insurance that is equivalent to the insurance required,** to the satisfaction of the creditor who may not refuse without reasonable cause.

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

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

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

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

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

Notice of Rescission of an Insurance Contract

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

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

Date: _____
(Date of sending notice)

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

(Number of contract, if indicated)

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

In: _____
(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 cancellation or rescission 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.