# Protection For Your Line of Credit

Protect What's Important

Product Guide and Certificate of Insurance



# **Protection For Your Line Of Credit**

# Protect What's Important

#### **Product 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

## **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 can 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 manage the outstanding balance?

This booklet describes the insurance provided to TD Canada Trust Line of Credit customers who are covered by Line of Credit Critical Illness and Life Insurance. It contains important information about life, accidental dismemberment, and critical illness coverages.

If you don't safeguard the lifestyle you've earned with 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 help protect your family from the unexpected.

Once you're covered, the insurance benefit can pay down or 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, your average balance and the number of days in the billing period. 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.

# Why Line of Credit Critical Illness and Life Insurance?

- ► Help protect your family financially
- Pay for coverage based on how you use your line of credit
- ▶ 15% off premiums when multiple borrowers are insured on the same line of credit
- A living benefit is provided with Critical Illness Insurance

The following <u>Credit Protection - What You Need to Know</u> information sheet summarizes the insurance benefits. For complete details of coverage, please refer to the Certificate of Insurance in this booklet.

# **Credit Protection - What You Need to Know**

## Who Is Eligible For Insurance

Line of Credit Critical Illness and Life Insurance are optional creditor's group insurance coverages for TD Canada Trust Line of Credit borrowers.

#### You can apply for this insurance if you are:

- A Canadian resident; and either
- 18-69 years old for Life Insurance; or
- 18-55 years old for Critical Illness Insurance

You may be eligible for coverage under the Creditor Defined Plan (insurance coverage for a period of five years) if you do not meet our standard approval critieria for the full term of your line of credit or we are unable to reach you to complete the Heath Questionnaire and complete our underwriting process. We will notify you in writing if this is the case.

If the total of all your TD Line(s) of Credit exceeds \$300,000, we may offer you partial coverage. In this instance, you will be notified in writing of our decision.

**Note:** Critical Illness Insurance is only available if you have line of credit Life Insurance.

#### What Are The Benefits



The insurer ('We' meaning TD Life or Canada Life) can pay TD Canada Trust up to \$300,000 for Life or Critical Illness Insurance, to be applied towards your line of credit.

This includes payments associated with this line of credit towards:

- √ your unpaid line of credit balance less any arrears
- ✓ any interest owing
- ✓ any discharge or penalty fees

**Note:** TD Life provides accidental dismemberment coverage and Canada Life is the provider for all other coverages.

See pages 8-9 and 11-12 of the Certificate of Insurance for details.

# How Does The Coverage Work

Life Insurance covers you for the following covered events: death and accidental dismemberment.

**Critical Illness Insurance** covers you for the following covered events: Cancer (life threatening), Acute Heart Attack, and Stroke.

See pages 8-14 of the Certificate of Insurance for definition of covered events and for coverage details.

#### When The Insurance Coverage Starts

- If you apply for Life Insurance and your line of credit is \$50,000 or less, Life coverage starts on the date you applied for coverage.
- If you answered "NO" to health questions 1 to 3, Life coverage starts on the date you applied for coverage.
- If you answered "YES" to any of the health questions you will need to complete a separate Health Questionnaire or give consent to be considered for the Creditor Defined Plan. In these instances, your coverage starts only when you are notified in writing that you are approved.

#### When The Insurance Coverage Ends

Line of credit Critical Illness and Life Insurance may end before your line of credit is fully paid.

#### For example, it will end when:

- your line of credit is transferred to a different lender;
- your insurance premium is in arrears 3 consecutive months; or
- your 5-year period of coverage has come to an end, or you turn 70 while enrolled in the Creditor Defined Plan; and
- an insurance benefit is paid on your Line of Credit.
- See page 10 and 12 of the Certificate of Insurance for details of when coverage ends.

#### How To Submit A Claim

For information on submitting a claim, call TD Life at 1-888-983-7070 or see page 7 of the Certificate of Insurance for details.

#### How To Cancel Coverage

You can cancel your coverage **at any time.** If you cancel your coverage within the first 30 days, your premiums will be refunded and coverage will be considered to never have been in force. If a claim is made within the first 30 days, a refund is not provided.

To cancel, contact us at 1-888-983-7070 or alternatively contact your TD Canada Trust branch.

#### When An Insurance Benefit Will Not Be Paid

The coverages have certain limitations and exclusions. Here are some examples of when an insurance benefit will not be paid:

- if you give any false or incomplete responses to any of the health questions;
- if you are diagnosed with cancer (life threatening) in the first 90 days after coverage starts. Should this happen, Critical Illness Insurance will terminate and premiums paid will be refunded;
- various exclusions may apply in the first 12 months after coverage starts. See pages 9 and 12 of the Certificate of Insurance for details.
- See pages 8-10 and 11-12 of the Certificate of Insurance for details of coverage limitations and exclusions.

## How To Calculate The Monthly Premium

Your premium, which is due on a monthly basis, is calculated based on your age at the time of billing, the average balance and the number of days in the billing period.

Follow the steps below and use the spaces to help calculate your premium:

			Sample calculation <sup>†</sup>
Step 1:	(A)	Premium Rate	\$0.22
Step 2:	(B)	Average balance	\$20,000
Step 3:	(C)	$A \times B \div 1000 = C$	\$0.22 x \$20,000 ÷ 1000 = \$4.40
Step 4:	(D)	C x 12 $\div$ 365 = D, D is the daily premium	\$4.40 x 12 ÷ 365 = 0.1447
Step 5:	(E)	D x number of days in the billing period = E, E is the monthly premium	0.1447 x 31 = \$4.48
Step 6*:	(F)	$E + (E \times your \text{ provincial tax rate}) = F, F \text{ is the monthly premium after tax}$	\$4.48 + (\$4.48 x 8%) = \$4.84

†Sample calculation for a 34 year old Life insured with 31 days in billing period, living in Ontario . \*Follow step 6 only if provincial sales tax applies

If more than one person becomes insured for Critical Illness and Life Insurance on the same line of credit, a 15% discount will be applied to each of your individual premiums. In addition, a 20% discount will apply to the premium for the average balance portion that exceeds \$75,000. We call this a **tier discount**.

See page 15 of the Certificate of Insurance for details on discount calculations.

#### 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			

<sup>\*</sup>Available only under Recognition of Prior Coverage

# **Contents**

## **Certificate Of Insurance**

Introduction to Your Insurance Coverages	
Beneficiary Information	
Who Is Eligible for Insurance	
How To Apply	
How To Submit A Claim	
We Must Receive A Claim Within A Specific Time	
Additional Claim Information	
	/
Coverages	
Life Insurance	
When Your Life Insurance Starts	
When You Must Complete a Health Questionnaire	
Maximum Life Insurance Amounts You Can Apply For	
How a Life Insurance Benefit is Determined	
When We Pay a Life Benefit	
When We Will Not Pay a Life Benefit	
When We Will Pay An Accidental Dismemberment Benefit	
When We Will Not Pay An Accidental Dismemberment Benefit	
When We May Not Pay Any Benefit and Terminate All Your Coverage	
Insurance Amounts After A Benefit is Paid	
When Your Life Insurance Ends	
Definitions Applicable to Life and Accidental Dismemberment Coverages	10
Critical Illness Insurance	11
When Your Critical Illness Insurance Starts	
When You Must Complete a Health Questionnaire	11
Maximum Critical Illness Insurance Amounts You Can Apply For	11
How A Critical Illness Insurance Benefit is Determined	
When A Critical Illness Insurance Benefit May Be Limited	
When We Pay a Critical Illness Insurance Benefit	
When We Will Not Pay a Critical Illness Insurance Benefit	
When We May Not Pay Any Benefit and Terminate All Your Coverage	
Insurance Amounts After A Benefit Is Paid	
When Your Critical Illness Insurance Ends.	
Definitions Applicable to Critical Illness Insurance Coverage	13
Additional Conditions to Coverage  Creditor Defined Plan	
Recognition of Prior Coverage	
Partial Coverage	
Premium Information for Critical Illness and Life Insurance	
Premium Rates	
How To Calculate Your Premium	
Additional Information	
Definitions of the Terms We've Used	17
Commonly Asked Questions About Line of Credit	
Critical Illness and Life Insurance	18
Privacy Agreement	19
Protecting Your Personal Information	
Trotecting Tour Fersonal Information	22

# Certificate of Insurance

Pages 6 to 17 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 9 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.

# 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 Ouestionnaire

- 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\**; or
- 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	Ιυί	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	2,500	000′9
Average statement balance	+	(1000 + 1100 + 1200 + 1300 + 1400 + 1500 + 1600 + 1700 + 1800 + 5000 + 5500 + 6000) ÷ 12 =\$2425										
Insurance benefit paid	\$2	2425	x11	0% =	= \$20	567.	50					

<sup>\*</sup>For more information, please refer to section "Maximum Amounts 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 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".

#### 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.

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.

# 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.

<sup>\*</sup>Payment is always subject to the section "When A *Critical Illness Insurance* Benefit May Be Limited".

#### For Example:

Statement Balance	Jan	Feb	Mar	Apr	May	Jun	٦	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	2,500	0000'9
Average statement balance	+	1600		00 + 700 25								)
Insurance benefit paid	\$2	2425	x 11	0%	= \$2	667.	.50					

<sup>\*</sup>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 9
- "When We Will Not Pay An Accidental Dismemberment Benefit", page 9
- "When We Will Not Pay A Critical Illness Insurance Benefit", page 12
- "When We May Not Pay Any Benefit And Terminate All Your Coverage", page 12
- "When your Life Insurance Coverage Ends", page 10, and;
- "When your Critical Illness Insurance coverage Ends", page 12.

#### 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 8 and 11.

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 18 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 14.

## 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 coverage 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* coverage 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			

<sup>\*</sup>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 x \$20,000 ÷ 1000	\$0.22 x \$20,000 ÷ 1000
step 2.	= \$4.40	= \$4.40
Cton 2:	\$4.40 x 12 ÷ 365	\$4.40 x 12 ÷ 365
Step 3:	= 0.1447	= 0.1447
Step 4:	0.1447 x 31 = \$4.48	0.1447 x 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
Cton 7:	\$0.42 x \$20,000 ÷ 1000	\$0.42 x \$20,000 ÷ 1000
Step 2:	= \$8.40	= \$8.40
Cton 3:	\$8.40 x 12 ÷ 365	\$8.40 x 12 ÷ 365
Step 3:	= 0.2762	= 0.2762
Step 4:	0.2762 x 31 = \$8.56	0.2762 x 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 x \$75,000 ÷ 1000 = \$16.50 \$0.22 x (\$200,000-\$75,000) ÷ 1000 = \$27.50			
Step 3:	\$16.5 x 12 ÷ 365 = 0.5425 \$27.5 x 12 ÷ 365 = 0.9041			
Step 4:	0.5425 x 31 = \$16.82 0.9041 x 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	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.
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:
	<ul> <li>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.</li> </ul>
	Diagnosis of the <i>Acute Heart Attack</i> must be made by a qualified cardiac specialist.
	Acute Heart Attack does not include:
	<ul> <li>an incidental finding of electrocardiogram changes suggesting a prior myocardial infarction with no corroborating event;</li> </ul>
	<ul> <li>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</li> </ul>
	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 <i>Line of Credit Critical Illness</i> and <i>Life Insurance</i> , including the <i>Health Questionnaire</i> , if applicable.
Cancer (life threatening)	a <i>life-threatening</i> tumour characterized by the uncontrollable growth and spread of malignant cells.
in catering,	Cancer (life threatening) does not include:
	• carcinoma in situ;
	malignant melanoma to a depth of .75mm or less;
	<ul> <li>skin cancer that has not spread beyond the deepest layer of the skin;</li> </ul>
	Kaposi's sarcoma;
	Stage A (T1A or T1B) prostate cancer; or
	<ul> <li>any diagnosis or investigation leading to a diagnosis, which occurs within 90 days when your coverage starts.</li> </ul>
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	Critical Illness Insurance for Cancer (life threatening), Acute Heart Attack and Stroke, as more fully described in the

"Critical Illness Insurance" section.

Critical Illness Insurance Amount(s)	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 Line of Credit, (ii) partial coverage amount indicated in the letter sent approving you for coverage, or (iii) \$300,000. The <i>Critical Illness Insurance Amount</i> 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 <i>your Line of Credit</i> if <i>you</i> answer "YES" to any of the health questions on the <i>Application</i> .
Insurance Amount(s)	the Life Insurance Amount and/or the Critical Illness Insurance Amount, as applicable.
Life Insurance	includes life and accidental dismemberment coverage.
Life Insurance Amount(s)	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 Line of Credit, (ii) partial coverage amount indicated in the letter sent approving you for coverage, or (iii) \$300,000. The <i>Life Insurance Amount</i> may change. For more information, please refer to the section "Insurance Amounts After a Benefit is Paid".
Line(s) of Credit	your secured or unsecured TD Canada Trust Line of Credit.
Policy	group <i>Policy</i> #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 <i>Policy</i> #G/H.60158AD issued by Canada Life to <i>TD Bank</i> which provides accidental dismemberment coverage.
Stroke	a cerebrovascular event producing neurological sequelae lasting more than 30 consecutive days and caused by thrombosis, hemorrhage or embolism from an extracranial source, and for which there is evidence of measurable, objective neurological deficit.  Stroke does not include:  • Transient Ischemic Attacks
TD Bank	The Toronto-Dominion Bank.
TD Canada Trust	TD Bank and those of its affiliates that provide Lines of Credit.
You and your	the borrower(s) who is/are insured under the Policy.
We, us and our	TD Life for accidental dismemberment coverage, and Canada Life for all other coverages, as applicable.

This is the end of the Certificate of Insurance.

The pages that follow contain helpful information about your 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 healthrelated 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