# Protection for your Personal Loan

Product Guide and Certificate of Insurance

Protect What's Important



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# Protection for your Personal Loan

# 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
Tel: 1-888-983-7070

### All other coverages provided by:

The Canada Life Assurance Company ("Canada Life") Creditor Insurance Department 330 University Avenue Toronto, Ontario M5G 1R8 Tel: 1-800-380-4572

 Administered by: TD Life

# Why Loan Life and Disability Insurance?

- Help protect your family financially
- Premiums based on your age at application and won't increase as long as the coverage remains in force
- 15% off premiums when multiple borrowers are insured on the same Loan
- Disability Insurance provides a monthly benefit

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

## Credit Protection – What You Need to Know

### Who Is Eligible For Insurance

Loan Life and Disability Insurance are optional creditor's group insurance coverages for TD Canada Trust personal loan customers, borrowers or guarantors.

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

- a Canadian resident; and
- 18 69 years old; and
- have not applied for or received disability benefits in the past 30 days.

The application must be received within 90 days from the loan funding date.

Note: Disability Insurance is only available if you have Loan Life Insurance.

See pages 10 and 14 of the Certificate of Insurance for eligibility details.

### What Are The Benefits

The insurer ('We' meaning TD Life or Canada Life) can pay TD Canada Trust up to \$250,000 for Life Insurance, and up to \$2,000 monthly for a maximum of 60 months for Disability Insurance, to be applied towards your loan.

This includes payments towards:

- ✓ your outstanding loan principal amount less any unpaid arrears
- ✓ any loan interest and insurance premiums owing, as applicable

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

 $\square$  See pages 10 and 14 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.

Disability Insurance covers you for total disability due to accident or sickness.

See pages 10-17 of the Certificate of Insurance for the definition of covered events and coverage details.

### When The Insurance Coverage Starts

- if you meet the eligibility requirements, coverage starts when funds from the loan are advanced to you; or
- when we receive your application, whichever is later.

# Credit Protection – What You Need to Know

### When The Insurance Coverage Ends

Loan Life and Disability Insurance may end before your loan is fully paid.

For example, it will end when:

- you turn 70 years old;
- your loan is refinanced; or
- your insurance premium is in arrears for 3 months.

💷 See page 16 of the Certificate of Insurance for details.

### How To Submit A Claim

For information on submitting a claim, call TD Life at **1-888-983-7070** or see page 8 of the Certificate of Insurance for details.

### How To Cancel Coverage

You can cancel your own coverage at any time. 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.

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:

- during the first 30 day period (elimination period) of your total disability;
- you give any false or incomplete responses on the application; or
- your disability or death occurs due to a pre-existing condition.

💷 See pages 11-13, and 15-16 of the Certificate of Insurance for full details.

### How To Calculate The Premium

- For Life Insurance, your premium is calculated based on your age and the amount of your loan at application.
- For Disability Insurance, your premium is calculated based on the loan amortization period and the amount of your loan at application.

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

			Sample Calculation <sup>+</sup>
Step 1:	(A)	Premium Rate	\$0.23
Step 2:	(B)	Loan Amount	\$20,000
Step 3:	(C)	A×B÷1000, C is the monthly premium	\$0.23× \$20,000÷1000 = \$4.60
Step 4:*	(D)	C + (C × your provincial tax rate) = D, D is the monthly premium after tax	\$4.60 + (\$4.60×8%) = \$4.97

\*Sample calculation for a single 34 year old, Life Insured living in Ontario. \*Follow step 4 only if provincial sales tax applies

If another person also becomes insured for Life and Disability Insurance on the same loan, a 15% discount will be applied to each of your individual premiums.

💷 See page 20 of the Certificate of Insurance for example on premium discount calculation.

### **Premium Rates**

### Life Insurance:

Monthly Premium Rates per \$1,000 of Coverage

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

### **Disability Insurance:**

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

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

# Protecting You From The Unexpected

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

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

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

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

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

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

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# Certificate of Insurance

# Pages 6 to 21 of this booklet form the Certificate of Insurance, which applies to persons covered by *Loan Life* and *Disability Insurance*.

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

### Introduction to Your Insurance Coverages

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

- For life coverage, we will pay *TD Bank* a benefit amount towards your Loan in the event of your death.
- For accidental dismemberment coverage, we will pay *TD Bank* a benefit amount towards *your Loan* in the event *you* suffer a covered loss (See page 11-12 of the Certificate of Insurance for details on covered losses).
- For disability coverage, we will pay *TD Bank* a benefit amount to cover your regular monthly *Loan Payments* in the event you become *Totally Disabled* (See page 17 of the Certificate of Insurance for the definition of *Totally Disabled*). Disability coverage is optional and only available if you enroll for *Loan Life Insurance*.

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

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

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

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

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

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

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

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

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

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

### **Beneficiary Information**

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

### Who Is Eligible For Insurance

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

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

- you are a Canadian resident; and
  - you are between 18 and 69 years old; and
  - you have a Loan amortization period of 20 years or less; and
  - you apply for coverage within 90 days of receiving the funds for your Loan; and
  - you have not applied or received disability payments, benefits or disability pensions from any source in the 30 days prior to your Application.

A Canadian resident is any person who:

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

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

### How To Apply

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

### How To Submit A Claim

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

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

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

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

We may also require:

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

### Additional Claim Information

- You are limited to one claim for life or accidental dismemberment claim per Loan.
- You are responsible for continuing to pay your insurance premium and Loan Payments until your claim is approved.
- If a disability claim is approved, we will not collect premiums for *Disability Insurance*, but will continue to collect premiums for *Life Insurance*.
- We describe how we determine the amount of your benefit in the section "Maximum Life Insurance Amounts You Can Apply For" and "Maximum Disability Insurance Amounts".
- If you have insured more than one *Loan*, we will make insurance benefit payments to each *Loan* in the order in which you insured your *Loans*.
- Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced

within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation.

### Definitions Applicable to Loan Life and Disability Insurance

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

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

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

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

# Coverages

### Life Insurance

Life Insurance includes life and accidental dismemberment.

### When Your Life Insurance Starts

If your Loan is approved and you apply no later than 90 days after funds are advanced to you, *Life Insurance* starts the later of:

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

### Maximum Life Insurance Amounts You Can Apply For

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

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

### How A Life Insurance Benefit Is Determined

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

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

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

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

### When We Pay A Life Benefit

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

### When We Will Not Pay A Life Benefit

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

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

### When We Will Pay An Accidental Dismemberment Benefit

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

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

### List of covered losses:

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

### Losses are defined as follows:

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

# When We Will Not Pay An Accidental Dismemberment Benefit

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

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

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

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

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

Life Insurance: includes life and accidental dismemberment coverages.

## **Disability Insurance**

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

### When Your Disability Insurance Starts

If your Loan is approved and you apply no later than 90 days after funds are advanced to you, *Disability Insurance* starts the later of:

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

### Maximum Disability Insurance Amount

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

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

### How A Disability Insurance Benefit Is Determined

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

During the period we pay disability benefits:

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

Additionally:

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

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

### When We Pay A Disability Insurance Benefit

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

### When We Will Not Pay A Disability Benefit

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

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

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

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

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

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

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

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

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

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

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

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

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

### Definitions Applicable to Loan Disability Insurance

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

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

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

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

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

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

# Premium Information For Life And Disability Insurance

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

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

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

### Misstatement of Age:

If a Certificate of Insurance is issued on an insured person based on an incorrect age, the following may apply:

- If the insured person is still eligible for insurance, the premium amount will be adjusted to the correct amount based on the correct date of birth at the insured person's effective date; and
  - If overpaid, we will refund the excess premiums calculated at the time a claim is made against this Certificate of Insurance; or
  - If underpaid, we will decrease the benefit amount by the amount underpaid at the time a claim is made against this Certificate of Insurance.
- If the insured person is not eligible for insurance, all coverages under this Certificate of Insurance will be considered never to have been in force and we will refund all premiums paid.

### **Premium Rates**

### Life Insurance:

Monthly Premium Rates per \$1,000 of Coverage

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

### **Disability Insurance:**

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

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

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

### How To Calculate Your Premium

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

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

- 1. Find the rate that applies to *you* in the tables.
- 2. Multiply it by the insured amount of *your Loan* as of the date *you* apply for coverage or the date the *Loan* is advanced, whichever is later.

- 3. Divide the answer by 1,000.
- 4. Apply the multi-insured discount, if applicable.
- 5. Apply provincial sales tax, if applicable.

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

### **Examples:**

### Single Applicant

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

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

### **Multiple Applicants**

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

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

## Definitions Of The Terms We've Used

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

### Accident

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

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

### Application

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

### **Disability Insurance**

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

### **Elimination Period**

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

### Life Insurance

includes life and accidental dismemberment coverages.

### Loan(s)

your fixed or variable rate TD Canada Trust Personal Loan.

### Loan Payment(s)

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

### Policy

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

### TD Bank

The Toronto-Dominion Bank.

### **TD Canada Trust**

TD Bank and those of its affiliates that provide Loans.

#### **Definitions Continued**

#### Totally Disabled/Total Disability

due to Accident or sickness:

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

### You and your

the borrower(s) or guarantor(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 coverage.

## Commonly Asked Questions About Loan Life and Disability Insurance

### Is This Insurance Mandatory?

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

### Can You Sign Up At Any Time?

Yes. As long as the *Policy*\* remains in force and *you* remain eligible to apply, *you* have up to 90 days from *your Loan* advance date to sign up and take advantage of this low cost coverage to protect *your* personal *Loan*(s). *Your TD Canada Trust* representative will be pleased to provide *you* with a *Loan Life* and *Disability Insurance Application*.

### What If You Change Your Mind?

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

You can cancel your own coverage at any time without the consent of the other borrowers or guarantors by phone or by written request. If there is more than one borrower insured on the *Loan*, each insured person must provide a separate request to cancel coverage.

### To Cancel By Phone

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

### To Cancel By Written Request

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

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

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

### For Example:

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

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

### How Is Your Personal Information Treated?

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

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

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

### Who Do I Contact For More Information?

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

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

# Privacy Agreement

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

You acknowledge, authorize and agree as follows:

### **Collecting And Using Your Information**

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

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

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

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

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

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

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

### **Disclosing Your Information**

We may disclose Information, including as follows:

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

### Sharing Information Within TD

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

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

You may not withdraw your consent for these purposes.

Within TD we may also share Information world-wide, other than healthrelated 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, medicallyrelated 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

### About Loan Life and Disability Insurance

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

### Please ask us

If you have any questions about your Loan Life and Disability Insurance, we'd like to hear from you. You can contact your nearest TD Canada Trust branch, or call TD Life at 1-888-983-7070.

### Write to us

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

