Protection For Your Mortgage

Protect What's Important

Product Guide and Certificate of Insurance For Mortgage Living Benefit Insurance



Protection For Your Mortgage

Protect What's Important

Product Guide and Certificate of Insurance

Administered by:

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

All other coverages provided by:

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

Protecting Your Family And Your Home

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

This booklet describes the insurance provided to **TD Canada Trust Mortgage customers** who are covered by optional **Mortgage Living Benefit Insurance**. The insurance provides coverage for critical illness and disability. Critical illness coverage is only offered with disability coverage. Coverages are not offered separately.

If you don't safeguard the lifestyle you've earned and the security your family deserves, you could be exposing them to unexpected financial hardship. Mortgage Living Benefit Insurance is protection for your mortgage, which can mean financial security for you and your family.

Once you're insured, if you're diagnosed with a covered critical condition, the insurance benefit can pay down or pay off the balance of your insured TD Canada Trust Mortgages. If you become totally disabled while insured, your regular payments on your insured TD Canada Trust Mortgages can be paid for you.

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

There can be more than one insured individual (borrowers or guarantors) for Mortgage Living Benefit Insurance. A 25 per cent discount applies to you where there are multiple insured persons on the same Mortgage.

Why Mortgage Living Benefit Insurance?

- Help protect your family financially
- Critical Illness coverage pays down your mortgage
- Disability coverage provides a monthly benefit towards your mortgage payment
- Premiums based on your age at application and won't increase as long as your mortgage and its coverage remains the same
- 25% off premiums when multiple borrowers are insured on the same mortgage

The following Credit Protection - What You Need to Know 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

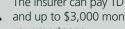
Mortgage Living Benefit Insurance is an optional creditor group coverage for TD Canada Trust Mortgage borrowers and guarantors.

You can apply for this insurance if you:

- are a Canadian resident;
- are 18-55 years old;
- are actively working on the date of application, in full-time employment, self-employment or seasonal employment; and
- have not applied for or received disability benefits in the past 24 months.

If the total of all your TD Mortgage(s) exceeds \$500,000, we may offer you partial coverage. In each instance you will be notified in writing of the administrators decision.

What Are The Benefits



The insurer can pay TD Canada Trust up to \$500,000 for critical illness coverage if you are diagnosed with a covered critical condition and up to \$3,000 monthly for a maximum of 24 months for disability coverage if you become totally disabled, to be applied towards your mortgage.

This consists of payments towards:

For Critical Illness:

- ✓ your outstanding mortgage principal amount less any unpaid arrears
- ✓ any mortgage interest and insurance premiums owing
- ✓ any discharge or penalty fees on your mortgage
- ✓ any overdrawn balance in your property tax account if you have arranged for TD Canada Trust to make these payments

For Disability:

- ✓ your principal and interest less any unpaid arrears
- ✓ any bank administered property tax
- ✓ any insurance premiums for any insured borrower or guarantor

Note: Canada Life is the insurer for all coverages.

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

How Does The Coverage Work

Critical illness coverage covers you for the following covered conditions: Cancer (life threatening), Acute Heart Attack, and Stroke.

Disability coverage covers you for Total Disability due to Accident or sickness.

Note: Critical illness coverage is only offered with disability coverage. Coverages are not offered separately.

See pages 9-12 of the Certificate of Insurance for the definition of covered conditions and for coverage details.

When The Insurance Coverage Starts

- If you answered "NO" to all health questions, then coverage starts on the date you applied for coverage.
- If you answered "YES" to any of the health questions, a separate Health Questionnaire is required. In this case, your coverage starts only when you are notified in writing that you are approved.

When The Insurance Coverage Ends

Mortgage Living Benefit Insurance may end before your mortgage is fully paid.

Here are some examples of when coverage will end:

- your mortgage is transferred to a different lender;
- your insurance premium is in arrears 3 consecutive months;
- you turn 65 years old for disability coverage and 70 years old for critical illness coverage; or
- any critical illness coverage benefit is paid on your mortgage.

See page 7 of the Certificate of Insurance for details of when coverage ends.

How To Submit A Claim

For more 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 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**.

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:

- you give any false or incomplete responses to any of the health questions. In this case the coverage will be void;
- you are diagnosed with Cancer (life threatening) in the first 90 days after coverage starts. Should this happen, critical illness and disability coverages will terminate and premiums paid will be refunded; or
- your disability occurs due to a pre-existing condition.

See pages 7-8, 9-10 and 11-12 of the Certificate of Insurance for details of coverage limitations and exclusions.

How To Calculate The Premium

Your premium is calculated based on your age and the amount of your mortgage at application. Your insurance premiums will be included as part of your regular mortgage payment.

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

			Sample Calculation [†]
Step 1:	(A)	Premium Rate	\$0.28
Step 2:	(B)	Mortgage Amount	\$100,000
Step 3:	(C)	AxB÷1000=C, C is the monthly premium	\$0.28 x \$100,000 ÷ 1,000 = \$28.00
Step 4:*	(D)	C + (C x your provincial tax rate) = D, D is the monthly premium after tax	\$28.00 + (\$28.00 x 8%) = \$30.24

[†]Sample calculation for a 34 year old, Mortgage Living Benefit insured living in Ontario

If another person also becomes insured for Mortgage Living Benefit Insurance on the same mortgage, a 25% discount will be applied to each of your individual premiums.

See page 13 of the Certificate of Insurance for example on premium discount calculation.

Premium Rates

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

Age	Rate	Age	Rate
18 to 30	\$0.20	41 to 45	\$060
31 to 35	\$0.28	46 to 50	\$0.89
36 to 40	\$0.37	51 to 55	\$1.25

^{*}Follow step 4 only if provincial sales tax applies

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Certificate of Insurance

Pages 6 to 14 of this booklet form the Certificate of Insurance, which applies to persons covered by *Mortgage Living Benefit 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

Mortgage Living Benefit Insurance provides Critical Illness and Disability coverages as described below:

- For Critical Illness coverage, we will pay TD Bank a benefit amount towards your Mortgage in the event you are diagnosed with Cancer (life threatening), Acute Heart Attack or Stroke (see page 10 of the Certificate of Insurance for the definitions of covered conditions).
- For *Disability* coverage, *we* will pay *TD Bank* a benefit amount to cover *your* regular monthly *Mortgage* payments in the event *you* become *Totally Disabled* (See page 12 of the Certificate of Insurance for the definition of *Totally Disabled*).

The maximum coverage that *you* can apply and be insured for is \$500,000 for *Critical Illness* coverage and \$3,000 monthly for *Disability* coverage for a maximum of 24 months for all *your TD Canada Trust Mortgages* combined.

If the total of all *your Mortgages* insured under the coverage(s) exceeds the maximum, partial coverage may be offered on the *Mortgage*. *Mortgage*(s) does not include self-directed RSP mortgages or mortgages on commercial properties.

Note: Subject to the maximum coverage amounts, if *TD Canada Trust* approves a change to the *Mortgage* amount—after the insurance *Application* is completed and before the *Mortgage* is funded—then once the coverage takes effect, the coverage amount will be calculated based on the actual amount funded.

If you apply and are insured with Mortgage Living Benefit 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 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**.

*All coverages are provided by The Canada Life Assurance Company ("Canada Life") under group *Policy* #G/H.60154. 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 Mortgage*.

Who Is Eligible For Insurance

Mortgage Living Benefit Insurance is offered exclusively to TD Canada Trust Mortgage borrowers and guarantors.

To be eligible to apply for insurance on *your Mortgage*:

- you must be a Canadian resident who;
 - o has lived in Canada for a total of 183 days within the last year (days do not need to be consecutive); or
 - o is a member of the Canadian Forces.
- you must be between 18 and 55 years old;
- you must be actively working on the date of Application for wages or expectation of profit, be able to perform the regular duties of your occupation and work for at least 20 hours a week in full or part-time employment, self-employment or seasonal employment (for seasonal employment it is your principal occupation and you must have a proven work history); and
- you must not have applied for or received disability payments, benefits or disability pension from any source, in the 24 months prior to the date on the *Application*.

Note: Any borrower or guarantor on a *Mortgage* can apply for *Mortgage Living Benefit Insurance*.

How To Apply

To apply for coverage, *you* must complete and submit an *Application*.

When Your Critical Illness and Disability Coverage Starts

Once your Mortgage has been approved, your insurance starts;

- on the date *you* applied for coverage if *you* answered "NO" to all health questions in *your Application*; or
- on the date we write to let you know that we have approved your insurance if you answered "YES" to any of the health questions in your Application.

When You Must Complete a Health Ouestionnaire

- You will need to complete a Health Questionnaire if you answered "YES" to any of the health questions in your Application.
- We will review your Application and let you know by mail if you are approved for the insurance you applied for.

Note: If a *Health Questionnaire* is required and is not submitted, coverage will not start. In addition, *we* reserve the right to change *our* underwriting requirements and the questions in the *Application* at any time.

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 *Critical Illness* claim, *you* must submit a written claim to *us* within **one year** of being diagnosed with a covered *Critical Illness*. *You* will also need to provide written proof, from a qualified physician practising in Canada, of the diagnosis of a covered *Critical Illness*.
- For a *Disability* 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 Critical Illness. If we pay any Critical Illness benefit on your insured Mortgage, Critical Illness and Disability coverages will end for all borrowers and guarantors.
- You are limited to 24 monthly Disability payments per insured borrower (subject to details in Section "When We Pay a Disability Benefit" pg.11.)
- In the event your *Total Disability* recurs, *you* may submit an additional *Disability* claim, up to the maximum of 24 monthly *Disability* payments (subject to limitations as described in the section "How A *Disability* Benefit Is Determined" on page 11).
- You are responsible for continuing to pay your insurance premium and Mortgage payments until your claim is approved.
- We describe how we determine the amount of your benefit in the section "Maximum Critical Illness Coverage Amounts You Can Apply For" and "Maximum Disability Coverage Amounts You Can Apply For".
- If you have insured more than one Mortgage, we will make the applicable insurance benefit payments to each Mortgage in the order in which you insured your Mortgages.
- 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.

When Your Critical Illness and Disability Coverage End

Critical Illness coverage ends without notice to you on your 70th birthday.

Disability coverage ends without notice to *you* on *your* 65th birthday.

Your Critical Illness and Disability coverages on your Mortgage will end without notice to you on the date when any of the following occurs:

- if we pay any Critical Illness coverage benefit to your insured Mortgage*;
- your insured Mortgage is paid in full, refinanced, discharged or assumed by another person*;

- *your* insured *Mortgage* is transferred to another financial institution*;
- the date *your* insurance premium is in arrears three months or more*:
- 30 days after we or TD Canada Trust gives you written notice of the termination of the Policy*;
- TD Canada Trust starts legal proceedings against you concerning your Mortgage, including a notice of sale of your property;*
- you die;
- you are no longer a mortgagor or guarantor of the Mortgage;
- a diagnosis of *Cancer (life threatening)* or investigation leading to a diagnosis occurs within 90 days from when *your* coverage starts; or
- we receive a written request from you to cancel your
 Mortgage Living Benefit Insurance or, if we are able to
 confirm your identity, we receive your request by telephone
 to cancel your insurance.
- *This will end *Critical Illness* and *Disability* coverages 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 *Mortgage*.

We will refund any unearned 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 Mortgage*.

Definitions Applicable to *Mortgage Living Benefit Insurance*

Application: the completed written, printed, electronic and/or telephone application for Mortgage Living Benefit Insurance including the Health Questionnaire, if applicable.

Critical Illness: coverage for Cancer (life threatening), Acute Heart Attack or Stroke, as more fully described in the "Critical Illness coverage" section.

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

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

Mortgage: your TD Canada Trust conventional or default insured Mortgage. Mortgage does not include self-directed RSP mortgages or mortgages on commercial properties.

Mortgage Living Benefit Insurance: provides Critical Illness and Disability coverage. All coverages are provided by The Canada Life Assurance Company ("Canada Life") under group policy G/H60154. TD Life Insurance Company ("TD Life") is the authorized administrator for Canada Life.

Policy: group policy #G/H.60154 issued by Canada Life to *TD Bank*, which provides *Critical Illness* and *Disability* coverages.

TD Bank: The Toronto-Dominion Bank.

TD Canada Trust: TD Bank and those of its affiliates that provide *Mortgages*.

Coverages

Critical Illness Coverage

Critical Illness covers the following conditions; Cancer (life threatening), Acute Heart Attack and Stroke.

Maximum *Critical Illness* Coverage Amounts *You* Can Apply For

You can apply to insure the amount of *your Mortgage* up to a maximum of \$500,000 for *Critical Illness* coverage for all of *your* combined *TD Canada Trust Mortgages*.

Once your Application has been completed and prior to funding:

- you may apply to increase or decrease your Mortgage amount; and if
- TD Canada Trust approves the new amount of your Mortgage; then
- the amount of coverage will be calculated based on the funded amount of *your Mortgage*.

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

Partial Coverage

If the total of all *your Mortgages* insured with *Critical Illness* coverage exceeds \$500,000, *we* may offer *you* partial *Critical Illness* coverage.

In this case, *your* maximum partial coverage amount will be a percentage of *your Mortgage*. We will specify this percentage in the letter we send approving *you* for coverage.

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

Example 1: If *Critical Illness* coverage on *your* first *Mortgage* is \$300,000 and *you* are approved for a second *Mortgage* for \$400,000 with *Critical Illness* coverage, the following will apply:

- Since the maximum coverage offered is \$500,000, the remaining coverage available on *your* second *Mortgage* is \$200,000.
- This is 50% of *your* second *Mortgage* amount (\$200,000/\$400,000).
- If at claim time the balance on *your* second *Mortgage* is \$100,000, then the maximum amount payable under *your* partial coverage will be 50% of *your* balance on *your* second *Mortgage* (50% of \$100,000 = \$50,000).

Example 2: If *your Mortgage* balance was \$620,000 when *you* applied and were approved for *Critical Illness* coverage, the following will apply:

Since the maximum coverage offered is \$500,000,

- You are provided with 81% (\$500,000 ÷ \$620,000) of your Mortgage balance in coverage.
- If at claim time the balance on *your Mortgage* is \$420,000, then the maximum amount payable under *your* partial coverage will be \$340,200 (81% of \$420,000).

How A *Critical Illness* Benefit Is Determined and Paid

In the event you are diagnosed with Cancer (life threatening), Acute Heart Attack, or Stroke we will pay a benefit to TD Bank.

We will determine the amount payable as of the date of diagnosis.

The maximum *Critical Illness* coverage amount payable is \$500,000, and *we* pay a benefit equal to the lesser of:

- the outstanding balance on *your Mortgage* less any unpaid arrears. We will not pay more than the outstanding balance on *your* insured *Mortgage(s)*; or
- if applicable, a percentage of the outstanding balance on *your Mortgage*, as described in the "Partial Coverage" section on page 9.

In addition, subject to the maximum *Critical Illness* coverage amount of \$500,000, we pay the following amount associated with *your Mortgage*:

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

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

When We Will Not Pay A Critical Illness Benefit

• if your diagnosis of a covered condition occurs within 24 months of the start of your coverage, 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 coverage (this is called a "pre-existing condition");

- if *your* claim is a result of *your* use of illegal or illicit drugs or substances; or
- if *your* claim is a result of *your* misuse of medication obtained with or without prescription.

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

- if you gave any false or incomplete responses to requests for information that we required to approve your insurance. This applies to the responses in your Application and to any other information we receive from you, whether in writing, electronically or by telephone; or
- if a diagnosis of *Cancer (life threatening)* or investigation leading to a diagnosis, occurs within 90 days after *your* coverage starts. In this instance, all insurance premiums will be refunded.

Definitions Applicable To Critical Illness 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 ECG 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 ECG leads considered diagnostic for an acute myocardial infarction; or
- an increase of cardiac bio-markers and/or enzymes in the blood stream due to pericarditis or myocarditis.

Application: the completed written, printed, electronic and/or telephone *Application* for *Mortgage Living Benefit 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.

Critical Illness: coverage for *Cancer (life threatening)*, *Acute Heart Attack* and *Stroke*, as more fully described in the "Critical Illness Coverage" section.

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

Disability Coverage

Disability is coverage that pays a monthly benefit if *you* become *Totally Disabled*.

Maximum *Disability* Coverage Amount *You* Can Apply For

The maximum *Disability* coverage offered on all of *your* combined *TD Canada Trust Mortgage* (s) is \$3,000 monthly. The benefit payable will continue while *you* are *Totally Disabled* to a maximum of 24 monthly *Mortgage* payments.

The maximum of 24 monthly *Mortgage* payments is applicable to each insured borrower.

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

How A Disability Benefit Is Determined

When we pay an insurance benefit, we will pay your monthly Mortgage payment subject to the maximum amount of \$3,000 monthly and 24 monthly 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; and
- cannot be doing any work for pay or for expectation of a profit.

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 a benefit is payable, subject to the maximum *Disability* coverage amount of \$3,000 per month, we will pay a benefit equal to your monthly *Mortgage* payment.

In addition, subject to the maximum *Disability* coverage amount of \$3,000 per month, we pay the following associated with *your Mortgage* payment:

• your principal and interest less any unpaid arrears;

- any Bank administered property tax; or
- any insurance premiums for any insured borrower or quarantor.

During a *Disability* claim, if *your Mortgage* payment amount changes *your* benefit amount will be adjusted subject to the maximum when:

- your Mortgage is renewed;
- adjustments are made to your bank administered property taxes;
- changes are made to insurance premiums for any insured borrower or guarantor.

When We Pay A Disability Benefit

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

When We Will Not Pay A Disability Benefit

- if your Total Disability occurs before your insurance coverage starts;
- if your Total Disability occurs within 12 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 12 months prior to the start of your insurance (this is called a "pre-existing condition");
- if your Total Disability is a result of a normal pregnancy;
- if your *Total Disability* is due to drug or alcohol misuse or abuse unless *you* are participating in a rehabilitation or treatment program approved by *us*;
- if your *Total Disability* is a result of *your* intentional self-inflicted injury, suicide or attempted suicide (whether *you* are aware or not aware of the result of *your* actions, regardless of *your* state of mind);
- if your Total Disability is a result of, associated with or happens while you are committing a criminal offence;
- if your claim is not made within one year of the date of your Total Disability;
- if two or more persons insured on the *Mortgage* are *Totally Disabled* at the same time; in this case, *we* will only pay benefits for the first person who became *Totally Disabled*; or
- if your maximum of 24 months of *Disability* benefit has been reached, in this case *Critical Illness* coverage will continue.

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 requests for information that we require to approve your insurance. This applies to the responses in your Application and to any other information we receive from you, whether in writing, electronically or by telephone; or
- if your Total Disability is due to a diagnosis of Cancer (life threatening) or investigation leading to a diagnosis occurs within 90 days from when your coverage starts.

Definitions Applicable To Disability Coverage

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 you came to suffer from the illness or condition; or
- whether the illness, condition or defect or resulting injury was expected or unexpected.

Disability: coverage if you become Totally Disabled as more fully described in the "Disability Coverage" 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: means that 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 Mortgage Living Benefit Insurance

- Mortgage Living Benefit Insurance premiums for each covered borrower or guarantor are calculated separately at the time each borrower or guarantor applies for coverage and billed jointly.
- A 25% multi-insured discount will apply to your Mortgage Living Benefit Insurance premium if there is another person insured with Mortgage Living Benefit Insurance coverage related to this Mortgage.
- The rate to calculate *your* premium is based on *your* age when *you* apply for coverage.
- Your premiums will not increase for the term of your Mortgage, even as you get older.
- Provincial sales taxes are added to *your* premiums, if applicable.

Your premium amount will not be adjusted once you:

- reach the maximum Disability benefit payments of 24 months; or
- reach age 65.

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

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

Premium Rates

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

Age	Rate	Age	Rate
18 to 30	\$0.20	41 to 45	\$060
31 to 35	\$0.28	46 to 50	\$0.89
36 to 40	\$0.37	51 to 55	\$1.25

How To Calculate Your Premium

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

To calculate your monthly premium:

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

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

Examples:

Single Applicant

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

	Mortgage Living Benefit	
Step 1:	\$0.28	
Step 2:	\$0.28 x \$100,000 = \$28,000	
Step 3:	\$28,000 ÷1000 = \$28.00	
Step 4:	N/A	
Monthly p	Monthly premium \$28.00, plus applicable provincial sales tax	

Multiple Applicants

You are 34 years old, your spouse is 36, and together you have a \$100,000 Mortgage and are both applying for Mortgage Living Benefit Insurance at the same time. Your combined monthly insurance premium for joint coverage would be:

	Life
Step 1:	\$0.28 + \$0.37 = \$0.65
Step 2:	\$0.65 × \$100,000 = \$65,000
Step 3:	\$65,000 ÷ 1000 = \$65.00
Step 4:	\$65.00 – 25% = \$48.75
Monthly premium \$48.75, plus applicable provincial sales tax	

Additional Information

As a general *rule*, a *Mortgage* is insured if *you* have been approved for insurance and there is an outstanding balance. 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, the amount of that *Mortgage* 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 <i>you</i> 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 <i>your</i> 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 <i>Acute Heart Attack</i> 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 Mortgage Living Benefit 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 <i>Cancer</i> ; or
	 any diagnosis or investigation leading to a diagnosis, which occurs within 90 days when your coverage starts.
Critical Illness	coverage for Cancer (life threatening), Acute Heart Attack or Stroke, as more fully described in the "Critical Illness Coverage" section.
Disability	coverage if <i>you</i> become <i>Totally Disabled</i> as more fully described in the " <i>Disability</i> Coverage" section.
Elimination Period	The first 30 consecutive days that <i>you</i> are unable to perform all or substantially all of the duties of the occupation <i>you</i> were working at before <i>you</i> became disabled. <i>You</i> will not be paid a <i>Disability</i> benefit during this period.

Health the detailed questionnaire that must be comp	
Questionnaire you answer "YES" to any of the health quest Application.	
Mortgage your TD Canada Trust conventional or defaul Mortgage. Mortgage does not include self-directed RSP mortgage on commercial properties.	
Mortgage Living Benefit Insurance Provides Critical Illness and Disability coverage. are provided by The Canada Life Assurance C ("Canada Life") under group policy G/H6015 Life Insurance Company ("TD Life") is the au administrator for Canada Life.	Company 4. TD
Policy group <i>policy</i> #G/H.60154 issued by Canada L <i>TD Bank</i> , which provides <i>Critical Illness</i> and <i>D</i> coverages.	
a cerebrovascular event producing neurologic lasting more than 30 consecutive days and carby thrombosis, hemorrhage or embolism from extra-cranial source, and for which there is even for measurable, objective neurological deficit. Stroke does not include: • Transient Ischemic Attacks	aused m an
TD Bank The Toronto-Dominion Bank.	
TD Canada Trust TD Bank and those of its affiliates that provid	e <i>Mortgages</i> .
Totally Disabled/Total Disability means that due to Accident or sickness: During the first 30 consecutive days, you to perform all duties of the occupation you working at before you became disabled. The Elimination Period. You will not be part benefit during this period. For the first 12 months following the Eliming you are unable to perform all or substanting duties of the occupation you were working you became disabled. After the first 12 months following the Eliming you are completely unable to engage occupation for which your education, trait experience qualifies you.	wwere This is called id a Disability nation Period, ally all of the ng at before imination age in any
You and your the borrower(s) or guarantor(s) who is/are institute Policy.	sured under
We, us and our Canada Life or TD Life, 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 *Mortgage Living Benefit Insurance*

Is This Insurance Mandatory?

Applying for the *Mortgage Living Benefit 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 be diagnosed with a Critical Illness or become Totally Disabled, without it would your family be able to take care of the payments needed to live in your home?

What If You Change Your Mind?

Your satisfaction and financial security are important to us. That's why we offer a **30-day money-back guarantee**. If for any reason you are dissatisfied with your insurance coverage, you may cancel 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.

If there are multiple borrowers with coverage on the *Mortgage*, the cancellation of one borrower's coverage does not cancel another borrower's 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 start as soon as we complete the call.

To Cancel By Written Request

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.

Is Your Balance Covered In Full?

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

The maximum available coverage on all *your TD Canada Trust Mortgages* combined is:

- \$500,000 for Critical Illness coverage;
- \$3,000 per month to a maximum of 24 monthly *Mortgage* payments for *Disability* coverage.

If the total of all *your Mortgages* is higher, *you* may have partial coverage on some of the *Mortgages*.

For more information, please refer to section "Maximum Mortgage Living Benefit 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 Mortgage*.

For example: Your Critical Illness coverage 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 Mortgage Living Benefit 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 Mortgage Living Benefit 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 withdrawal this permission to share non-health related 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 Mortgage Living Benefit Insurance*, please contact TD Life at **1-888-983-7070**.

Group *Policy* #G/H.60154 issued by Canada Life to *TD Bank*, which provides *Critical Illness* and *Disability* coverages.

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