

Protection For Your Mortgage

**Protect
What's
Important**

Distribution Guide and
Certificate of Insurance
For Mortgage Living
Benefit Insurance



535204(0318)
For use in Quebec only

Protection For Your Mortgage

Protect What's Important

Distribution 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
Toll Free Fax: 1-866-534-5534

▶ **All coverages provided by:**

The Canada Life Assurance Company
("Canada Life" or "the insurer")
Creditor Insurance Department
330 University Avenue
Toronto, Ontario M5G 1R8
Fax: 416-552-6633

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 sold 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 monthly 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.

► Distribution Guide

Name of Insurance Product:

Mortgage Living Benefit Insurance for your TD Canada Trust Mortgage

Type of Insurance Product:

Group Creditor Insurance

Name and Address of Insurers:

► **Administered by:**

TD Life Insurance Company
("TD Life" or "the administrator")
P.O. Box 1
TD Centre
Toronto, Ontario M5K 1A2
Toll Free Phone: 1-888-983-7070
Toll Free Fax: 1-866-534-5534

► **All coverages provided by:**

The Canada Life
Assurance Company
("Canada Life" or "the insurer")
Creditor Insurance Department
330 University Avenue
Toronto, Ontario M5G 1R8
Fax: 416-552-6633

► **Name and Address of Distributor:**

TD Canada Trust*
P.O. Box 1
TD Centre
Toronto, Ontario M5K 1A2
Phone 1-888-983-7070
Fax 1-866-534-5534

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

Responsibility of the Autorité des marchés financiers

The Autorité des marchés financiers does not express an opinion on the quality of the product offered in this guide.

The Insurers alone are responsible for any discrepancies between the wording of the guide and the policy.

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

Introduction

This Distribution Guide describes the *Mortgage Living Benefit Insurance* offered to TD Canada Trust customers who are applying for a new *Mortgage* or have an existing *Mortgage*. It will help you make a knowledgeable decision whether the product suits your needs. The terms and conditions of this insurance product are contained in the Certificate of Insurance and in the group insurance policies. Both coverages will be governed by the Certificate of Insurance and by the group insurance policies.

About the Insurer

All coverages are provided by The Canada Life Assurance Company ("Canada Life"), under group Policy #G/H.60154 and administered by TD Life.

References to the Insurers hereafter mean Canada Life.

Description of the Products Offered

Nature of the Coverage

For definitions of all italicized terms in this Distribution Guide, please refer to the "Definitions of the Terms Used" section on page 8.

Mortgage Living Benefit Insurance

You can apply for *Mortgage Living Benefit Insurance* which provides:

- *Critical Illness* coverage; **and**
- *Disability* coverage.

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

Critical Illness Coverage

Critical Illness coverage can pay down or pay off your *Mortgage*, if you are diagnosed with:

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

Mortgage Disability Coverage

Mortgage Disability coverage can provide a monthly benefit if:

- you become *Totally Disabled*.

Summary of Specific Features

Persons Who May Apply for This Protection

Mortgage Living Benefit Insurance is optional creditor group coverage for TD Canada Trust *Mortgage* borrowers or guarantors. You can apply for this insurance if:

- you are a Canadian resident;
- you are 18-55 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 have not applied for or received disability benefits in the past 24 months.

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

Confirmation of Insurance

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

- **If you meet the eligibility criteria;**
 - **and if you answered "NO" to all health questions,** your *Application* will be automatically approved. The completed *Application* will be your proof of insurance.
 - **and if you answered "YES" to any health question,** you are required to complete a *Health Questionnaire* and your *Application* will be evaluated by us. If your *Application* is approved, the letter of approval confirming your *Mortgage Living Benefit Insurance* will be your proof of insurance.

Amount of Protection

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

Critical Illness Coverage

Your *Critical Illness* coverage can pay up to \$500,000 for all your insured *Mortgages* combined. The insurance benefits payable include:

- your outstanding balance on your *Mortgage* less any unpaid arrears;

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

If *you* have more than one *Mortgage* insured with *Critical Illness* we may offer *you* coverage up to the maximum of \$500,000 distributed between *Mortgages*. If the total of all *your* *TD Mortgage(s)* exceeds \$500,000, *you* may be offered partial coverage. In this instance *you* will be notified in writing of the administrator's decision. We will calculate the insurance benefit using the following formula:

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

If *TD Canada Trust* approves a change to the amount of *your Mortgage*, after *you* have applied for *Mortgage Living Benefit Insurance* and before *your Mortgage* is funded, then once *your* coverage starts, the coverage amount will be based on the actual *Mortgage* amount funded, subject to the above maximums.

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.

Disability Coverage

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 or guarantor. If two or more persons insured on the *Mortgage* are *Totally Disabled* at the same time, we will only pay benefits for the first person who becomes *Totally Disabled*.

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 the Exclusions and Limitations section on page 6.

In the event *your Total Disability* recurs, *you* may submit an additional *Disability* claim, up to the maximum of 24 monthly *Disability* payments.

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.

Beneficiary of the Insurance

We will pay a *Critical Illness* benefit to *TD Canada Trust* to pay off or pay down the outstanding *Mortgage* balance.

A *Disability* benefit will be paid to *TD Canada Trust* to cover *your* regular monthly *Mortgage* payment in the event *you* become *Totally Disabled*.

Premiums to Be Paid by the Insured

Your cost for *Mortgage Living Benefit Insurance* is based on *your* age and the amount of *your Mortgage* at the time *you* apply for coverage.

If there are additional persons insured for the same *Mortgage*, *you* will obtain a 25% multi-insured discount on the total of *your* individual insurance premiums.

The applicable premium rates appear in the table below.

Monthly premium rates per \$1,000 of single coverage: [†]			
Age	Rate	Age	Rate
18 to 30	\$0.20	41 to 45	\$0.60
31 to 35	\$0.28	46 to 50	\$0.89
36 to 40	\$0.37	51 to 55	\$1.25

[†] 9% provincial sales tax will be added

Payment Frequency

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

Effective Date of Coverage

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

If,

- *your Mortgage* is approved;
- *you* have met the eligibility requirements to apply for insurance; **and**
- *you* have applied for insurance coverage to *TD Life*; then *your* insurance coverage will take effect as described below.

For Mortgage Living Benefit Insurance coverage:

If you answered "NO" to all health questions your coverage is automatically approved and takes effect on the date you applied for coverage.

When you must complete a Health Questionnaire:

You will need to complete a Health Questionnaire if you answered "YES" to any of the health questions.

We will review your Application and your coverage will take effect on the date we write to let you know your insurance has been approved.

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

Exclusions and Limitations

Caution

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

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

We Will Not Pay A Disability Benefit:

- if your Total Disability occurs before the insurance coverage starts;
- if your insurance coverage has been in force within 12 months of your Total Disability, and is the result directly or indirectly of a medical condition, sickness or injury for which medical advice, consultation or treatment was received within 12 months prior to the start of your insurance (this is called a "pre-existing condition);
- if your Total Disability is the 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;

Exclusions and Limitations (continued)

- 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;
- if your maximum of 24 months of Disability benefit has been reached, in this case Critical Illness coverage will continue; **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.

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 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 a medical consultation or investigation leading to a diagnosis occurs within 90 days after your coverage starts. In this case, your insurance will terminate and premiums will be refunded.

▶ Cancellation and End of Insurance

This insurance can be cancelled at any time without the consent of the other borrowers or guarantors. Simply call TD Life at 1-888-983-7070 to cancel *your Mortgage Living Benefit Insurance*.

If there are multiple borrowers with coverage on the *Mortgage*, the cancellation of one borrower's coverage does not cancel another borrower's coverage.

You will be able to cancel *your* coverage either by phone, any time within the first 10 days following the date *you* completed *your* insurance *Application*, if *we* can confirm *your* identity. In that case, *your* cancellation will be effective upon completion of the call.

Otherwise, *we* require a written request from *you* to confirm *your* cancellation. Cancellation will be effective on the date the request is received by *us*.

Send *your* written request for cancellation to the address of the administrator indicated at the front of this guide. *You* may also use the "Notice of Rescission of an Insurance Contract" included in this booklet.

If *you* cancel *your* coverage within **30 days** of the date of applying for insurance, *we* will refund any premiums paid provided no claims have been made. *You* may cancel *your* coverage any time after 30 days from the date of *Application*, and *we* will refund any unearned premiums.

End of the Insurance Coverage

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**
- if *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 Mortgage Living Benefit Insurance*.

* This will end *Critical Illness* and *Disability* coverages for all insured borrowers and guarantors.

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

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

▶ Proof of Loss or Claim

Submission of a Claim

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

The original claim form and proof of diagnosis of illness or disability must be received by TD Life as soon as possible after the event, but **no later than the time limitations as follows:**

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 doctor licensed and practicing 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 being *Totally Disabled*.

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

We may require that a doctor of *our* choice examines *you* to validate a *Critical Illness* or *Disability* claim. Payment of benefits is made only after these proof-of-claim requirements are satisfied.

All claims should be sent to:

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

When paying a *Critical Illness* benefit, the administrator will calculate the amount payable as of the date of diagnosis. The administrator determines the amount of *your* benefit from the date *we* receive *your* claim.

When paying a *Disability* benefit, the benefit payments will begin after the *Elimination Period*.

You are limited to only one claim for *Critical Illness* coverage per insured *Mortgage*.

If *you* have insured more than one *Mortgage*, *we* will make insurance benefit payments to each *Mortgage* in the order in which *you* insured *your Mortgages*.

The maximum amount that will be paid for all *your* insured *Mortgages* will not be greater than **\$500,000** for **Critical Illness** coverage. The maximum amount that will be paid for all *your* insured *Mortgages* is \$3,000 monthly to a maximum of 24 monthly *Mortgage* payments for **Disability** coverage.

Insurer's Reply

Once all the required proof needed to access or approve *your* claim has been received and the claim has been approved, payment will be made by the administrator within **30 days**.

Appeal of an Insurer's Decision and Recourses

If *your* claim is refused, *you* can appeal this decision by submitting new information to the administrator. *You* may also consult the Autorité des marchés financiers or *your* own legal advisor.

Definitions Of The Terms We've Used

The Distribution Guide used the following terms, which are identified in *italics*:

Accident	<p>a violent, sudden and unexpected action from an external source but does not include injuries resulting either directly or indirectly from any illness, medical condition or congenital defect, regardless of:</p> <ul style="list-style-type: none"> • whether the illness or condition arose before or after <i>your</i> coverage starts; • how <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	<p>the death of a portion of <i>your</i> heart muscle resulting from inadequate blood supply for which the following test results are confirmed:</p> <ul style="list-style-type: none"> • an increase of cardiac bio-markers and/or enzymes found in the blood stream, as a result of damaged heart muscle tissue, to levels considered diagnostic for an acute myocardial infarction. <p>Diagnosis of the <i>Acute Heart Attack</i> must be made by a qualified cardiac specialist.</p> <p>Acute Heart Attack does not include:</p> <ul style="list-style-type: none"> • an incidental finding of electrocardiogram changes suggesting a prior myocardial infarction with no corroborating event; • an increase of cardiac bio-markers and/or enzymes due to coronary angioplasty (a medical procedure involving the ballooning of a narrowed coronary artery) unless there are new elevations of ST segments in the involved electrocardiogram leads considered diagnostic for an acute myocardial infarction; or • an increase of cardiac bio-markers and/or enzymes in the blood stream due to pericarditis or myocarditis.
Application	<p>the completed written, printed, electronic and/or telephone <i>Application</i> for <i>Mortgage Living Benefit Insurance</i> including the <i>Health Questionnaire</i>, if applicable.</p>
Cancer (life threatening)	<p>a life-threatening tumour characterized by the uncontrollable growth and spread of malignant cells.</p> <p>Cancer (life threatening) does not include:</p> <ul style="list-style-type: none"> • carcinoma in situ; • malignant melanoma to a depth of .75mm or less; • skin <i>Cancer</i> 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 <i>your</i> coverage starts.
Critical Illness	<p>coverage for <i>Cancer (life threatening)</i>, <i>Acute Heart Attack</i> or <i>Stroke</i>, as more fully described in the "<i>Critical Illness Coverage</i>" section.</p>
Disability	<p>coverage if <i>you</i> become <i>Totally Disabled</i> as more fully described in the "<i>Disability Coverage</i>" section.</p>
Elimination Period	<p>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.</p>
Health Questionnaire	<p>the detailed questionnaire that must be completed if <i>you</i> answer "YES" to any of the health questions on the <i>Application</i>.</p>

Mortgage	<i>your TD Canada Trust conventional or default insured Mortgage.</i> <i>Mortgage does not include self-directed RSP mortgages or mortgage on commercial properties.</i>
Mortgage Living Benefit Insurance	Provides <i>Critical Illness</i> and <i>Disability</i> coverage. All coverages are provided by The Canada Life Assurance Company ("Canada Life") under group <i>policy G/H60154</i> . TD Life Insurance Company ("TD Life") is the authorized administrator for Canada Life.
Policy	group <i>policy #G/H.60154</i> issued by Canada Life to <i>TD Bank</i> , which provides <i>Critical Illness</i> and <i>Disability</i> coverages.
Stroke	a cerebrovascular event producing neurological sequelae lasting more than 30 consecutive days and caused by thrombosis, hemorrhage or embolism from an extracranial source, and for which there is evidence of measurable, objective neurological deficit. Stroke does not include: <ul style="list-style-type: none"> • Transient Ischemic Attacks
TD Bank	The Toronto-Dominion Bank.
TD Canada Trust	<i>TD Bank</i> and those of its affiliates that provide <i>Mortgages</i> .
Totally Disabled/Total Disability	means that due to <i>Accident</i> or sickness: <ul style="list-style-type: none"> • During the first 30 consecutive days, <i>you</i> are unable to perform all duties of the occupation <i>you</i> were working at before <i>you</i> became disabled. This is called the <i>Elimination Period</i>. <i>You</i> will not be paid a <i>Disability</i> benefit during this period. • For the first 12 months following the <i>Elimination Period</i>, <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. • After the first 12 months following the <i>Elimination Period</i>, <i>you</i> are completely unable to engage in any occupation for which <i>your</i> education, training or experience qualifies <i>you</i>.
You and your	the borrower(s) or guarantor(s) who is/are insured under the <i>Policy</i> .
We, us and our	Canada Life or TD Life, as applicable.

▶ Similar Products

Mortgage Living Benefit Insurance is specifically designed for *TD Canada Trust Mortgage* customers. However, other types of similar coverage may exist in the market.

For More Information

For more information about *Mortgage Living Benefit Insurance*:

- Refer to the *Mortgage Living Benefit Insurance Application* and the Certificate of Insurance.
- Call TD Life at 1 888 983-7070.

This Distribution Guide is meant to provide an overview of the features and benefits of the insurance described. It is not intended to replace any certificate of insurance issued where a complete description of coverage is provided.

Referral to the Autorité des marchés financiers

For more information about the Insurer's obligation and the distributor's obligation to you, the customer, you can contact the Autorité des marchés financiers at:

Autorité des marchés financiers

Place de la Cité, Tour Cominar
2640 Laurier blvd, 4th floor
Quebec, Quebec G1V 5C1

Toll free: 1 877 525-0337
Quebec City: (418) 525-0337
Montreal: (514) 395-0337

Internet: <http://www.lautorite.qc.ca>

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Certificate of Insurance

▶ **All coverages provided by:**

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

▶ **Administered by:**

TD Life (or "the administrator")

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▶ Certificate of Insurance

Pages 12 to 20 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 16 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 18 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 Mortgage* 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, selfemployment 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 Questionnaire

- 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.17).
- 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 17).
- 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 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. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

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% ($\$500,000 \div \$620,000$) 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 27.

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 acutemyocardial 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 guarantor.

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	\$0.60
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:	$\$0.28 \times \$100,000 = \$28,000$
Step 3:	$\$28,000 \div 1000 = \28.00
Step 4:	N/A
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:

	Mortgage Living Benefit
Step 1:	$\$0.28 + \$0.37 = \$0.65$
Step 2:	$\$0.65 \times \$100,000 = \$65,000$
Step 3:	$\$65,000 \div 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	<p>a violent, sudden and unexpected action from an external source but does not include injuries resulting either directly or indirectly from any illness, medical condition or congenital defect, regardless of:</p> <ul style="list-style-type: none"> • whether the illness or condition arose before or after <i>your</i> coverage starts; • how <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	<p>the death of a portion of <i>your</i> heart muscle resulting from inadequate blood supply for which the following test results are confirmed:</p> <ul style="list-style-type: none"> • an increase of cardiac bio-markers and/or enzymes found in the blood stream, as a result of damaged heart muscle tissue, to levels considered diagnostic for an acute myocardial infarction. <p>Diagnosis of the <i>Acute Heart Attack</i> must be made by a qualified cardiac specialist.</p> <p><i>Acute Heart Attack</i> does not include:</p> <ul style="list-style-type: none"> • an incidental finding of electrocardiogram changes suggesting a prior myocardial infarction with no corroborating event; • an increase of cardiac bio-markers and/or enzymes due to coronary angioplasty (a medical procedure involving the ballooning of a narrowed coronary artery) unless there are new elevations of ST segments in the involved electrocardiogram leads considered diagnostic for an acute myocardial infarction; or • an increase of cardiac bio-markers and/or enzymes in the blood stream due to pericarditis or myocarditis.
Application	the completed written, printed, electronic and/or telephone <i>Application</i> for <i>Mortgage Living Benefit Insurance</i> including the <i>Health Questionnaire</i> , if applicable.
Cancer (life threatening)	<p>a life-threatening tumour characterized by the uncontrollable growth and spread of malignant cells.</p> <p><i>Cancer (life threatening)</i> does not include:</p> <ul style="list-style-type: none"> • carcinoma in situ; • malignant melanoma to a depth of .75mm or less; • skin <i>Cancer</i> 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 <i>your</i> coverage starts.
Critical Illness	coverage for <i>Cancer (life threatening)</i> , <i>Acute Heart Attack</i> or <i>Stroke</i> , as more fully described in the " <i>Critical Illness Coverage</i> " section.
Disability	coverage if <i>you</i> become <i>Totally Disabled</i> as more fully described in the " <i>Disability Coverage</i> " 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 Questionnaire	the detailed questionnaire that must be completed if <i>you</i> answer "YES" to any of the health questions on the <i>Application</i> .
Mortgage	<p><i>your</i> TD Canada Trust conventional or default insured <i>Mortgage</i>.</p> <p><i>Mortgage</i> does not include self-directed RSP mortgages or mortgage on commercial properties.</p>
Mortgage Living Benefit Insurance	Provides <i>Critical Illness</i> and <i>Disability</i> coverage. All coverages are provided by The Canada Life Assurance Company ("Canada Life") under group <i>policy</i> G/H60154. TD Life Insurance Company ("TD Life") is the authorized administrator for Canada Life.
Policy	group <i>policy</i> #G/H.60154 issued by Canada Life to TD Bank, which provides <i>Critical Illness</i> and <i>Disability</i> coverages.
Stroke	<p>a cerebrovascular event producing neurological sequelae lasting more than 30 consecutive days and caused by thrombosis, hemorrhage or embolism from an extra-cranial source, and for which there is evidence of measurable, objective neurological deficit.</p> <p>Stroke does not include:</p> <ul style="list-style-type: none"> • Transient Ischemic Attacks
TD Bank	The Toronto-Dominion Bank.
TD Canada Trust	TD Bank and those of its affiliates that provide <i>Mortgages</i> .
Totally Disabled/Total Disability	<p>means that due to <i>Accident</i> or sickness:</p> <ul style="list-style-type: none"> • During the first 30 consecutive days, <i>you</i> are unable to perform all duties of the occupation <i>you</i> were working at before <i>you</i> became disabled. This is called the <i>Elimination Period</i>. <i>You</i> will not be paid a <i>Disability</i> benefit during this period. • For the first 12 months following the <i>Elimination Period</i>, <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. • After the first 12 months following the <i>Elimination Period</i>, <i>you</i> are completely unable to engage in any occupation for which <i>your</i> education, training or experience qualifies <i>you</i>.
You and your	the borrower(s) or guarantor(s) who is/are insured under the <i>Policy</i> .
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 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 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

Notice given by TD Canada Trust

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

The Act respecting the distribution of financial products and services gives you important rights.

- The Act allows you to rescind an insurance contract you have just signed when signing a lending agreement, **without penalty, within 10 days of its signature. However TD Life allows you to rescind the insurance contract you have just signed, without penalty, within 30 days of its signature provided no claim has been made.** To rescind the insurance contract, you must give TD Life notice by registered mail without delay. You may use the attached model for this purpose.
- Despite the rescission of the insurance contract, the lending agreement entered into will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of this insurance contract; contact your TD Canada Trust branch or consult your contract.
- After the expiry of the 30-day delay, you may rescind the insurance at any time; however, penalties may apply.

For further information, contact the Autorité des marchés financiers at (418) 525-0337 or 1-877-525-0337 or TD Life at 1-888-983-7070. TD Life acts as administrator for Sun Life Assurance Company in regard to this creditor insurance available through TD Canada Trust.

Notice of Rescission of an Insurance Contract

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

Date: _____
(Date of sending notice)

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

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

In: _____
(Place of signature of contract)

(Name of customer)

(Signature of customer)

(Name of customer)

(Signature of customer)

A representative of TD Canada Trust must first complete this section.

“TD Canada Trust” means The Toronto-Dominion Bank and its subsidiaries.

This document must be sent by registered mail.

Bill 188 — The Act respecting the distribution of financial products and services**Section 439**

A distributor may not subordinate the making of a contract to the making of an insurance contract with the insurer specified by the distributor. The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

Section 440

A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation of the Authority, stating that the client may rescind the insurance contract within 10 days of signing it.

Section 441

A client may rescind an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail.

Where such an insurance contract is rescinded, the first contract retains all its effects.

Section 442

No contract may contain provisions allowing its amendment in the event of the rescission or cancellation by the client of an insurance contract made at the same time.

However, a contract may provide that the rescission or cancellation of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

Section 443

A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Authority, stating that the debtor may subscribe for insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or the reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor rescinds cancels or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.

(This only applies if TD Canada Trust has made Creditor Insurance a condition of extending credit)

Notice given by TD Canada Trust

Section 443 of the Act respecting the distribution of financial products and services

The Act respecting the distribution of financial products and services gives you important rights.

- You are required to purchase insurance coverage to secure the repayment of a loan.
- However, you are free to purchase this insurance from the insurer or representative of your choice. **You may thus obtain the required insurance in three different ways:**
 - 1. By purchasing the insurance offered to you.** If you choose this option, you benefit from the application of section 440 of the Act which allows you to rescind an insurance contract that you signed at the time of signing a lending agreement, without penalty, within 10 days of its signature. Your actual insurance contract may extend this period. However, you must then purchase another equivalent insurance to the satisfaction of the creditor who may not refuse without reasonable cause.
 - 2. By purchasing other insurance that is equivalent to the insurance required,** to the satisfaction of the creditor who may not refuse without reasonable cause.
 - 3. By demonstrating that you already have insurance that is equivalent to the insurance required,** to the satisfaction of the creditor who may not refuse without reasonable cause.

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

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

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

To secure the repayment of your loan, we have required that you purchase the following insurance
 Life in the amount of \$ _____

Notice of Rescission of an Insurance Contract

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

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

Date: _____
(Date of sending notice)

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

Entered into on:	_____	In:	_____
	(Date of signature of contract)		(Place of signature of contract)
	_____		_____
	(Name of customer)		(Signature of customer)
	_____		_____
	(Name of customer)		(Signature of customer)

A representative of TD Canada Trust must first complete this section.

"TD Canada Trust" means The Toronto-Dominion Bank and its subsidiaries.

This document must be sent by registered mail.

Bill 188 — The Act respecting the distribution of financial products and services**Section 439**

A distributor may not subordinate the making of a contract to the making of an insurance contract with the insurer specified by the distributor. The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

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A client may rescind an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail.

Where such an insurance contract is rescinded, the first contract retains all its effects.

Section 442

No contract may contain provisions allowing its amendment in the event of the rescission or cancellation by the client of an insurance contract made at the same time.

However, a contract may provide that the rescission or cancellation of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

Section 443

A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Authority, stating that the debtor may subscribe for insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or the reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor rescinds cancels or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.