

Protection for your business

Protect what's important

Product Guide and Certificate of Insurance



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Life insurance coverage provided by:

Sun Life Assurance Company of Canada ("Sun Life") Group Creditor Benefits 227 King Street South P.O. Box 638, Station Waterloo Waterloo, Ontario Canada N2J 4B8

Protecting your business

You've worked too hard not to ensure your business is adequately protected from an unexpected event. Business Credit Life Insurance can mean financial security for you and your family and anyone else who has a stake in your business. This valuable protection provides affordable accident and life coverage.

It can cover your business loans, lines of credit and overdraft protection with the Bank, up to a maximum of \$1,000,000 per Insured Person.

This booklet describes the insurance provided to TD Canada Trust Small Business Banking customers and TD Commercial Banking customers who are covered by Business Credit Life Insurance. It contains important information about the life and accident coverage.

Accident coverage provided by:

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

Administered by:

TD Life

Once you're covered, in the event of death, the life benefit can reduce or even eliminate your total outstanding debt, with any remaining benefit being paid to the business. Additionally, if the Insured Person is involved in an accident, the insurance benefit can reduce or even eliminate your total outstanding debt.

Business Credit Life Insurance offers competitive group premium rates. The premium rates are based on age, gender and smoking status. Premium rates automatically increase with age, as shown in the premium rate table in this guide. Life and accident insurance are covered by a single monthly premium. See section "How to calculate your premium" for details.

In addition to Business Credit Life Insurance protection, when maintaining coverage of \$25,000 or more, the Insured Person and their spouse as well as their dependent children who are under the age of 21, or under 25 and attending college or university full time will have access to Best Doctors[®], a global network of medical professionals.

More than one person can be insured for the same Business. However, separate applications are required for each person insured.

Why Business Credit Life Insurance?

- ✓ Solid protection for up to \$1 million at competitive group rates
- ✓ Life & Accident benefits
- ✓ Preferred rates for non-smokers
- ✓ Guaranteed increases once per year, you can increase your coverage by up to \$25,000 without a new application as long as the increase does not exceed the maximum coverage available
- ✓ Applying is easy if you're applying for less than \$500,000 and you answer "no" to some basic health questions
- ✓ Money-Back guarantee If not completely satisfied, simply call TD Life within 30 days of application for a full refund
- ✓ Access to Best Doctors expert medical advice at no additional cost for coverage over \$25,000. See page 12 for details.

Credit Protection - What You Need to Know

Who is eligible?

Business Credit Life Insurance is optional group insurance coverage for TD business credit customers who are Canadian residents.

You can apply for credit protection coverage for persons who are:

- 18 69 years old; and
- the owner or spouse of the owner of an unincorporated business;
- a director or officer;
- personal guarantor; or
- an essential person to the business

See pages 6-7 for details.

What are the benefits?

The insurer ('We') can pay up to \$1,000,000 for Life Insurance per Insured Person.

This includes payments towards:

- ✓ your outstanding balance of the insured authorized business credit products;
- ✓ any interest owing; and
 ✓ any surplus life benefit will be paid to your business

See page 8 for details.

How does my coverage work?

It works like an umbrella to cover your Total Authorized Business Credit in the event of death or Accident

For Life and Accident benefits,

- the insured portion of the outstanding balance of your eligible business credit products; and
- any outstanding interest

For Life benefits, any surplus benefit will be paid to your business

Full or partial coverage is available depending on your business need.

See page 8 for details.

a) When does coverage start?

Once your credit is funded or available to use, your coverage will start the later of the following dates:

- the date you complete the application and no health questionnaire is required; or
- if a health questionnaire is required, the date We advise you of your approval in writing.

b) When does coverage end?

Business Credit Life Insurance may end before your business credit is fully paid.

For example, it will end when:

- your business credit is transferred to a different lender;
- your insurance premium is in arrears 3 consecutive months; or
- the Insured Person turns 70 years old.

See page 11 for details.

c) How do I cancel coverage?

You can cancel your own coverage **at any time**. To cancel, contact us at 1-888-983-7070 or alternatively your TD Canada Trust branch.

d) How do I submit a claim?

Claim forms can be obtained from your TD Canada Trust branch or at 1-888-983-7070.

e) When will an insurance benefit not be paid?

All insurance policies have certain limitations and exclusions. Here are two examples of when We will not pay an insurance benefit:

- you give any false or incomplete responses to any of the health questions; or
- you fail to accurately state your smoking status

See pages 9-10 for details.

How to calculate my monthly premium?

The rate used to calculate your premium is based on your age at billing, gender, smoking status and your average daily coverage amount.

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

			Sample calculation [†]
Step 1:	(A)	Premium Rate	\$0.12
Step 2:	(B)	Average insurance coverage	\$47,500
Step 3:	(C)	A×B÷1000, C is the monthly premium	\$0.12×\$47,500÷1000 = \$5.70
Step 4 [*] :	(D)	$C + (C \times your provincial tax rate), D$ is the monthly premium after tax	\$5.70 + (\$5.70×8%) = \$6.16

*Sample calculation for a 35 yr old male, non-smoker, Life Insured living in Ontario *Follow step 4 only if Provincial Sales Tax applies

See page 9 for details.

Premium rates

Monthly premium rate per \$1,000 of Business Credit Life Insurance

	Male		Female	
Age at billing	Non-smoker (\$)	Smoker	Non-smoker (\$)	Smoker
32 and under	.10	.14	.09	.10
33	.12	.15	.09	.10
34	.12	.16	.09	.10
35	.12	.17	.09	.10
36	.13	.18	.09	.11
37	.13	.19	.09	.12
38	.14	.20	.09	.14
39	.15	.22	.10	.17
40	.16	.24	.11	.19

Continued on next page

Premium rates continued

	Male		Female	
Age at billing	Non-smoker (\$)	Smoker	Non-smoker (\$)	Smoker
41	.17	.27	.12	.22
42	.18	.30	.13	.24
43	.20	.33	.14	.26
44	.21	.37	.15	.29
45	.23	.40	.16	.31
46	.25	.45	.17	.34
47	.28	.49	.18	.36
48	.30	.54	.20	.39
49	.33	.60	.21	.43
50	.36	.66	.23	.46
51	.40	.73	.25	.50
52	.44	.80	.28	.54
53	.48	.88	.30	.58
54	.52	.96	.33	.63
55	.57	1.05	.36	.68
56	.62	1.15	.40	.73
57	.68	1.26	.44	.79
58	.74	1.37	.49	.86
59	.81	1.48	.54	.93
60	.89	1.61	.60	1.01
61	.97	1.74	.67	1.09
62	1.07	1.88	.75	1.18
63	1.18	2.02	.83	1.27
64	1.30	2.39	.93	1.38
65	1.43	2.55	1.04	1.49
66	1.58	2.73	1.17	1.61
67	1.74	2.90	1.31	1.74
68	1.92	3.09	1.47	1.88
69	2.12	3.27	1.65	2.04

This 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.

Contents

Pages 6 to 11 of this booklet form the Certificate of Insurance and apply to you and any Insured Persons covered by Business Credit Life Insurance.

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Certificate of Insurance

Definitions of the terms we've used

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

Accident is defined in "About your insurance coverage".

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

The *Bank* refers to The Toronto-Dominion Bank and those of its affiliates that provide business loans, lines of credit and overdraft protection.

A Canadian resident is any person who:

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

Business Credit Life Insurance means life coverage and *Accident* coverage as described in this Certificate of Insurance and provided under the *Policy*.

Notification of Change Form refers to the form that is completed by the customer or the *Bank* when requesting changes to a customer's existing insurance coverage.

Health Questionnaire refers to the detailed written, electronic or telephone questionnaire that must be completed if the *Insured Person* answers "YES" to any of the questions on the *Application* under the heading "Information about your application and your health".

Insured Person refers to the person *you* identified in the *Application* and whose life is insured under this certificate.

Policy refers collectively to group policy #45073 between Sun Life and the *Bank*, which is administered by TD Life and provides *your* life coverage; and group policy #G.60159AD between TD Life and the *Bank*, which provides *Accident* coverage.

For life coverage, *we, us* and *our* refers to Sun Life. For *Accident* coverage, *we, us* and *our* refers to TD Life.

Total Authorized Business Credit is the sum of *your* business loans, lines of credit and overdraft protection with the *Bank* as follows:

• for business loans (including Business Mortgages), the current amount of the approved loan;

• for business lines of credit, business overdraft protection or TD Business Credit Card for a farm, fishery, ranch or private Canadian business, the credit limit amount.

Business Credit products that are not included in the *Total Authorized Business Credit* and therefore not covered:

- TD Venture Line of Credit VISA** card,
- Any stand alone Letters of Credit, Letters of Guarantee, or U.S. Dollar Business Credit facilities that are not part of a Commercial Line of Credit,
- Reserve Loans.

You and *your* refer to the Business identified in the *Application*.

General information

TD Life acts as an administrator for Sun Life. The *Bank* doesn't act as an agent for Sun Life. Neither company has any ownership interest in the other. The *Bank* is not an agent for its wholly owned subsidiary, TD Life. The *Bank* sponsors these products and receives a fee from Sun Life and TD Life for its activities.

The terms and conditions of *your* coverage under the *Policy* consist of:

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

Who is eligible for coverage

Businesses

Business Credit Life Insurance coverage is offered exclusively to business credit customers of the *Bank* that are a sole proprietorship, partnership, corporation or other entity operating a business or farm.

Insured Persons

If *you* want to insure more than one person in *your* business, each person must complete and submit a separate *Application*.

On the date an *Application* is completed and submitted, the *Insured Person* must be a *Canadian resident* between 18 and 69 years old, and any one of the following:

- if the business is unincorporated, a person who owns the business,
- if the business is unincorporated, the spouse of a person who owns the business,
- a director or officer of the business,
- a personal guarantor of some or all of the debt included in the *Total Authorized Business Credit*, or
- a person who is essential to *your* ability to meet *your* financial obligations.

About your insurance coverage

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

The manner in which payment is made is described in the section "Who we pay benefits to".

Your Business Credit Life Insurance covers the following:

Life coverage

If the *Insured Person* dies, we will make a payment to the *Bank* equal to the lesser of:

- the Life Insurance Coverage, and
- the amount *you* owe under *your Total Authorized Business Credit*, including interest, on the date of death.

If the Life Insurance Coverage on the day of death exceeds what's being paid to the *Bank*, *we* will pay the balance to *you* (the business).

Accident coverage

If the *Insured Person* suffers a covered loss of limb or sight as described below which;

- is a bodily injury; and
- is solely and directly caused by an *Accident* (as defined below); and
- occurs within 365 days of the Accident; and
- is beyond remedy by surgical or other means;
- *we* will make a payment to the *Bank* equal to the lesser of:

- (i) the Life Insurance Coverage, as determined above, and as of the date of *Accident*; or
- (ii) the outstanding balance, as of the date of Accident, owing to the Bank under the Total Authorized Business Credit.

Definition of Accident

Accident refers to a bodily injury that occurs solely as a direct result of a violent, sudden and unexpected action from an outside source to an *Insured Person* while insured under this Certificate.

Accident coverage does not provide coverage in regards to:

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

List of covered losses:

- loss of both arms;
- loss of one arm and one lo leg; le
- loss of one leg and sight of one eye;
- loss of one arm and sight of one eye;
- loss of both legs

Losses are defined as follows:

- loss of an arm means that the limb is severed at or above the wrist joint;
- loss of a leg means that the limb is severed at or above the ankle joint;
- loss of sight means the total and irreversible loss of vision in the eye as confirmed by an ophthalmologist, with corrected visual acuity being 20/200 or less;
- paraplegia means

- loss of sight in both eyes;
- loss of use of both legs or all limbs due to paraplegia or quadriplegia;
- loss of use of an arm and leg on one side of the body due to hemiplegia.
 - the complete and irrecoverable paralysis of the legs and lower part of the body;
- quadriplegia means the complete and irrecoverable paralysis of the body from the neck down; and
- hemiplegia means the complete and irrecoverable paralysis of one side of the body.

How much you are covered for

You can apply to insure all or part of *your Total Authorized Business Credit*.

Minimums and Maximums

The minimum amount of coverage *you* can apply for is \$5,000. The maximum amount of insurance related to a single *Insured Person* under this *Policy* is \$1,000,000.

Once *your* coverage takes effect, *you* can apply to increase or decrease *your* coverage, as described in the section "Making a change to your coverage". If *you* do so and *we* accept *your* change request then the Life Insurance Coverage shall be increased or decreased by a corresponding amount.

Coverages

Life Insurance Coverage

Your Life Insurance Coverage is based on the amount of insurance you applied for and the Total Authorized Business Credit amount. Life Insurance Coverage automatically reduces as the Total Authorized Business Credit reduces below the amount of insurance you applied for. If the Total Authorized Business Credit is later increased, a new Application is required to increase your coverage (See "Making a change to your coverage").

Your Life Insurance Coverage equals the lesser of:

- (i) the amount of insurance applied for in the *Application*; or
- (ii) the Life Insurance Coverage from the previous day; or
- (iii) the dollar value of the *Total Authorized Business Credit*; or
- (iv) \$1,000,000.

We know it can take time to access *your* business credit. Therefore, during the initial 180 days from coverage taking effect, *your* coverage will fluctuate up and down as *your Total Authorized Business Credit* fluctuates (up to the amount of insurance *you* applied for).

When an *Accident* benefit is paid then *your* Life Insurance Coverage will be reduced by the amount of the payment.

Accident Coverage

Your Accident coverage shall equal the lesser of:

- (i) the Life Insurance Coverage, as determined above, and as of the date of *Accident*; or
- (ii) the outstanding balance, as of the date of Accident, owing to the Bank under the Total Authorized Business Credit.

When your coverage takes effect

If *you* apply and qualify for coverage, *your* coverage will start on the later of the following dates:

- the date any part of *your* credit that is included in the *Total Authorized Business Credit* has been approved and is funded or available to *you;* and
- if the *Insured Person* is not required to complete a *Health Questionnaire*, the date *you* complete the insurance *Application*; or
- if the *Insured Person* is required to complete a *Health Questionnaire*, the date *we* write to let *you* know that *we* have approved *your* Life Insurance.

When you must complete a *Health Questionnaire*

The *Insured Person* will need to complete a *Health Questionnaire* if the *Application* contains a "YES" to any of the questions in *your Application* section, "Information about your application and your health". *We* will review *your Application* and let *you* know by mail if *you* are approved for the coverage *you* applied for.

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

What your coverage costs

How premiums work:

- the rate used to calculate *your* premiums is based on the *Insured Person's* age at billing, gender and smoking status.
- to be eligible to apply for non-smoker rates, the *Insured Person* must not have smoked or used any substance or product containing tobacco, nicotine or marijuana within the last 12 months of *your* effective date.
- provincial sales taxes are added to *your* premiums, if applicable.

Your premiums are based on the following:

- the average of the daily Life Insurance Coverage during the billing period, and
- the monthly premium rates per \$1,000 of *Business Credit Life Insurance* as shown on the following page.

The billing period runs from the 11th calendar day of the previous month to the 10th calendar day of the current month. Premiums are due on the 15th calendar day of the month or next business day.

These rates do not include provincial sales taxes. Every year, on the first billing following the *Insured Person's* birthday, *you* move up to the next premium rate shown.

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

Premium rates

Monthly premium rate per \$1,000 of Business Credit Life Insurance

	Male		Female	
Age at billing No	on-smoker (\$) Smoker	Non-smoker (\$)	Smoker
32 and under	.10	.14	.09	.10
33	.12	.15	.09	.10
34	.12	.16	.09	.10
35	.12	.17	.09	.10
36	.13	.18	.09	.11
37	.13	.19	.09	.12
38	.14	.20	.09	.14
39	.15	.22	.10	.17
40	.16	.24	.11	.19
41	.17	.27	.12	.22
42	.18	.30	.13	.24
43	.20	.33	.14	.26
44	.21	.37	.15	.29
45	.23	.40	.16	.31
46	.25	.45	.17	.34
47	.28	.49	.18	.36
48	.30	.54	.20	.39
49	.33	.60	.21	.43
50	.36	.66	.23	.46
51	.40	.73	.25	.50
52	.44	.80	.28	.54
53	.48	.88	.30	.58
54	.52	.96	.33	.63
55	.57	1.05	.36	.68
56	.62	1.15	.40	.73
57	.68	1.26	.44	.79
58	.74	1.37	.49	.86
59	.81	1.48	.54	.93
60	.89	1.61	.60	1.01
61	.97	1.74	.67	1.09
62	1.07	1.88	.75	1.18
63	1.18	2.02	.83	1.27
64	1.30	2.39	.93	1.38
65	1.43	2.55	1.04	1.49
66	1.58	2.73	1.17	1.61
67	1.74	2.90	1.31	1.74
68	1.92	3.09	1.47	1.88
69	2.12	3.27	1.65	2.04

How to calculate your premium

To calculate *your* monthly premium:

- 1. find the rate that applies to the *Insured Person* in the table,
- 2. multiply it by average Life Insurance Coverage during the billing period,
- 3. divide the answer by 1,000, and
- 4. add applicable provincial sales taxes.

Average balance is defined as the average of the daily balances of *your* business credit during the insurance billing period.

Example:

For a male non-smoker, aged 35, with a business loan, that is their only credit, that has an average balance for the month equal to \$47,500, the premium is: $0.12 \times 47,500 \div 1,000 = 5.70$ a month, plus any applicable provincial sales tax.

Your payments

We will withdraw *your* insurance premiums, plus any applicable provincial sales taxes on the 15th calendar day of the month or next business day from the account indicated on *your Application*.

When we will not pay an insurance benefit

We will not pay any insurance benefit and will void your insurance coverage if:

- the *Insured Person* failed to accurately answer the question: "Have you smoked any product or used any substance or product containing tobacco, nicotine or marijuana within the last 12 months?" in the *Application*; or
- *you* or the *Insured Person* give any false or incomplete responses to requests for information that *we* require to approve *your* insurance; or
- *you* or the *Insured Person* give any false or incomplete information when requesting any change to *your* coverage.

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

We will not pay any life benefits if:

- death occurred before *your* insurance coverage came into effect;
- *your* insurance has been in force for less than two years, and the *Insured Person* dies from suicide or intentionally self-inflicted injuries, whether the *Insured Person* was sane or insane. If this happens, we will refund all premiums *you*'ve paid;
- the claim is not made within one year of the date of death; or
- death is the result of, or while the *Insured Person* was committing a criminal offence, including driving while over the alcohol legal limit.

We will not pay a full life benefit if:

- the *Insured Person* dies from suicide or intentionally self-inflicted injuries, whether the *Insured Person* was sane or insane; and
- *you* increased the insurance in any amount, including amounts less than \$25,000; and
- the increase has been in force for less than two years from the date of death.

In this case the life benefit is payable but will be reduced by the amount of the increase. *We* will not refund any premiums paid.

We will not pay any accident benefits if:

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

Making a change to your coverage

If *you* are requesting a change, it will take effect on the first billing period following the date *we* receive the completed *Notification of Change Form*.

How your coverage can increase

Business Credit Life Insurance has a special option that lets you increase your coverage by up to \$25,000 once each calendar year without any further qualifying conditions. To apply for this increase option, you must provide us with a properly completed Notification of Change Form. This option can't be accumulated from year to year and can't exceed your Total Authorized Business Credit with the Bank or the maximum of \$1,000,000 per Insured Person under the Policy.

If *you* want to increase *your* coverage by more than \$25,000, *you* must complete a new *Application*.

A two year exclusion for suicide will apply to any increase in coverage for any amount, including amounts less than \$25,000, and including increases that result from *our* acceptance of a *Notification of Change Form*. See the "When we will not pay an insurance benefit" section.

How your coverage can decrease

If *you* apply to decrease *your* coverage by completing the relevant section of the *Notification of Change Form*, *we* will adjust the coverage amount and re-calculate *your* premium, effective the first billing period following the date *we* receive this form.

In addition, if *you* reduce *your Total Authorized Business Credit* below the Life Insurance Coverage, *your* coverage will automatically decrease as described in the section "How much you are covered for".

When *we* pay an *Accident* insurance benefit, the Life Insurance Coverage is reduced by the amount of the payment.

How to make a change to your smoking status

If we were originally told the *Insured Person* was a smoker and it has been 12 months or more since the *Insured Person* last smoked or used any substance or product containing tobacco, nicotine or marijuana, *you* can apply for non-smoker rates by having the *Insured Person* complete a *Notification of Change Form*.

How to make a claim

Claim forms are available through any TD Canada Trust branch or by calling TD Life Customer Service at 1-888-983-7070. *You* or a person with lawful authority making a claim may request:

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

We must receive a claim within a specific time:

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

For an *Accident* benefit claim, *you* must submit *your* claim within one year of the date of the covered loss.

We will not pay any claims that are made after these deadlines. 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, or other applicable legislation.

We may require additional proof or information regarding the claim.

We may require that a doctor of *our* choice examine the *Insured Person* to validate an *Accident* claim. *We* will only pay benefits after these requirements are satisfied.

Who we pay the benefits to

Once *we*'ve approved a claim, *we* will pay the benefits as follows:

For life claims, payment will be made first to the *Bank* to pay any outstanding debt under *your Total Authorized Business Credit*. If the Life Insurance Coverage exceeds the amount *you* owe under *your Total Authorized Business Credit*, including interest, on the date of death *we* will pay the difference to *you* (the business).

For *Accident* claims the amount *we* will pay will never exceed the amount *you* owe under *your Total Authorized Business Credit,* including interest, on the date of the *Accident,* so *we* will pay the entire amount to the *Bank.*

To determine the dollar amount of a claim please refer to the "How much you are covered for" section of this Certificate. For Life claims, the Life Insurance Coverage is determined as of the date of death. For *Accident* claims, the *Accident* coverage is determined as of the date of the *Accident*.

When your insurance coverage ends

Your insurance will end on the date when any of the following occurs, without notice to *you*:

- *we* are notified that all of *your Total Authorized Business Credit* has closed, been repaid in full, or been transferred to another bank or financial institution;
- *your* insurance premium is in arrears three months or more;
- *we* receive a written request from *you* to cancel *your* coverage or if *we* are able to confirm *your* identity, *we* receive *your* request by telephone to cancel the coverage;
- the date the Insured Person turns 70 years old;
- the greater of 30 days after *you* were provided with written notice of the termination of the *Policy*, or the date mentioned in the notice of termination; or
- the Insured Person dies.

When *your* insurance coverage ends for any reason, *we* will not notify the other person(s) liable to the *Bank* for the *Total Authorized Business Credit*.

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

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

Who has access to Best Doctors

Access to Best Doctors is automatically included with Business Credit Life Insurance when maintaining coverage of \$25,000 or more for all Insured Persons and their spouse as well as their dependent children who are under the age of 21, or under 25 and attending college or university full time. You must maintain a minimum level of coverage of \$25,000 otherwise your access to Best Doctors will be discontinued. If this happens, we will not notify you. If at any time we discontinue to offer the Best Doctors services, we will let you know in advance before making this change.

About Best Doctors

Best Doctors' helps Canadians navigate the healthcare system through one-on-one coaching and support and connects seriously ill individuals and their treating physicians with world renowned specialists to confirm the correct diagnosis and the correct treatment plan recommendations, all without having to leave home or incur any additional costs.

Using its global network of 50,000 world-renowned, peer-nominated specialists, Best Doctors provides access to the best medical knowledge to millions of people around the world when they are faced with a serious medical condition.

More than simply a second opinion

Membership in Best Doctors delivers certainty to those facing uncertainty about their medical condition. Rather than offering just another "second opinion", Best Doctors members and their treating physicians receive a complete and methodical understanding of their medical condition with actionable and educative information.

Best Doctors Services

INTERCONSULTATION[™] - in the past 20 years, Best Doctors has completed tens of thousands of case reviews through their InterConsultation[™] program. Through this program, a member's medical files are reviewed by Best Doctors world-renowned specialists who then provide opinions and treatment plan recommendations - all without the member leaving home.

BEST DOCTORS 360°_{TM} – helps members navigate the healthcare system and take control of their own healthcare. By providing ongoing one-on-one support, customized health information and access to local resources, Best Doctors 360° is not just for serious illness, but can help all members.

FINDBESTDOC[™] – When you need a Canadian specialist, Best Doctors will recommend a peernominated Canadian specialist from their Canadian Best Doctors database, taking the guesswork out of one of the most important decisions a person with a medical condition can make.

FINDBESTCARE[®] – While Best Doctors strives to work within the Canadian healthcare system, when a member needs care outside of Canada, Best Doctors can recommend a specialist from their global database of over 50,000 peer-nominated specialists worldwide, and will even contact that specialist to find out if they are accepting patients. They can also recommend top treatment facilities worldwide that are reputed for their expertise in treating the member's condition.

Best Doctors retests pathology

In addition to collecting and reviewing all of the member's medical files and diagnostic tests, Best Doctors expert pathologists retest the pathology at a Centre of Excellence, renowned for reviewing some of the most complex cases in the world. This is done by Best Doctors on behalf of the member at no additional cost.

Measurable results

The results speak for themselves. Historically, Best Doctors has:

Changed a diagnosis 22% of the time

Modified treatment plans 61% of the time

Reduced invasive procedures 67% of the time

Best Doctors has been in operation for over 10 years in Canada, and currently provides the Best Doctors benefit to more than five million Canadians. For more information about Best Doctors, visit them online at <u>www.bestdoctorscanada.com</u>, view their interactive presentation at <u>www.bestdoctorscanada.com/overview</u>, or call 1-877-419-BEST (2378).

Commonly asked questions about Business Credit Life Insurance

Is Business Credit Life Insurance mandatory?

While the Bank may require you to provide life insurance as security for your business credit, this Business Credit Life Insurance is entirely optional. You aren't required to have Business Credit Life Insurance to obtain any TD Canada Trust products or services. But remember the benefits. If you were to die or suffer an *Accident* without Business Credit Life Insurance, would your family or key persons in your business be able to take care of the payments needed to satisfy your business credit obligations?

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 Business Credit Life Insurance, you may cancel it within 30 days of the date of your application for a full refund of any premiums paid. You can call TD Life Customer Service at 1-888-983-7070 or contact the TD Canada Trust branch where you enrolled for your insurance coverage.

How does Business Credit Life Insurance differ from individual life insurance?

Business Credit Life Insurance covers your business debts with the Bank. It can ensure these obligations are paid in full in the event of death. Life insurance pays a specific death benefit. With Business Credit Life Insurance, your business liabilities can be paid, with any remainder going to the business.

Can you sign up at any time?

Yes. There are no time constraints preventing you from taking advantage of low-cost coverage to protect your business. Your TD Canada Trust representative will be pleased to provide you with a Business Credit Life Insurance Application.

How can you cancel your coverage?

As a representative of the business, you can cancel your coverage at any time. You can call TD Life Customer Service at 1-888-983-7070 and, if we are able to confirm your identity, you will be able to cancel your coverage by phone. In that case, your cancellation will be effective as soon as we complete the call. Otherwise, we will require a written request from you to confirm your cancellation and will honour your request on the date we receive it. You can obtain a cancellation form by requesting one at any TD Canada Trust branch, or by calling TD Life Customer Service. For a written cancellation, please send the form to the address at the back of this booklet. We will refund any premiums you have paid after your coverage has ended.

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 Business Credit. For example, your insurance will end when the Insured Person turns 70 years old or if your insurance premiums are fully or partially in arrears for more than three months. Please refer to the section "When your insurance coverage ends" in this booklet for more information.

How can you be sure your personal information is confidential?

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

We also ask you to authorize TD Life to share any non health-related information about you with our affiliates so they may offer you other products and services and maintain a business relationship with you. You may withdraw this permission to share information at any time by contacting TD Life Customer Service at 1-888-983-7070.

Privacy Agreement

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

You acknowledge, authorize and agree as follows:

Collecting And Using Your Information

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

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

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

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

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

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

- verify your identity
- evaluate and process your application, accounts,

transactions and reports

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

Disclosing your information

We may disclose Information, including as follows:

- with your consent
- 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 worldwide, 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 healthrelated Information. We may collect this Information from you or any health care professional, medicallyrelated facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada, with knowledge of your Information.

With regard to life and health insurance, we may also obtain a personal investigation report prepared in connection with verifying and/or authenticating the information you provide in your application or as part of the claims process.

With regard to home and auto insurance, we may also obtain Information about you from credit reporting agencies at the time of, and during the application process and on an ongoing basis to verify your creditworthiness, perform a risk analysis and determine your premium.

We may use your Information to:

- determine your eligibility for insurance coverage
- administer your insurance and our relationship with you
- determine your insurance premium
- · investigate and adjudicate your claims
- help manage and assess our risks and operations.

We may share your Information with any health-care professional, medically-related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

Marketing Purposes – We may also use your Information for marketing purposes, including to:

- tell you about other products and services that may be of interest to you, including those offered by other businesses within TD and third parties we select
- determine your eligibility to participate in contests, surveys or promotions
- conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services
- contact you by telephone, fax, text messaging, or other electronic means and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods.

With respect to these marketing purposes, you may choose not to have us:

- contact you occasionally either by telephone, fax, text message, ATM, internet, mail, email or all of these methods, with offers that may be of interest to you
- contact you to participate in customer research and surveys.

Telephone and Internet discussions – When speaking with one of our telephone service representatives, internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

MORE INFORMATION

This Agreement must be read together with our Privacy Code. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Agreement and our privacy practices, visit www.td.com/privacy or contact us for a copy.

You acknowledge that we may amend this Agreement and our Privacy Code from time to time. We will post the revised Agreement and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Agreement, you may do so by contacting us at 1-888-983-7070. Please read our Privacy Code for further details about your opt-out choices.