

**Protection for
your business**

Protect what's important

Distribution Guide and Certificate of Insurance



Protection for your Business

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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

Accident coverage provided by:

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

Administered by:

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

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.

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 your 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 his or her 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.

Distribution Guide

Name of Insurance Product:

Business Credit Life Insurance for your TD Canada Trust Total Authorized Business Credit Borrowings

Type of Insurance Product:

Group Creditor Insurance

Name and Address of Insurers:

Accident coverage provided by:

TD Life Insurance Company
P.O. Box 1
Toronto Dominion Centre
Toronto, Ontario M5K 1A2
Toll Free Phone: 1-888-983-7070
1-866-534-5534

Life coverage provided by:

Sun Life Assurance Company of
Canada (Sun Life)
Group Creditor Benefits
227 King Street South
P.O. Box 638, Station Waterloo Fax:
Waterloo, Ontario, N2J 4B8
Toll Free Phone: 1-877-271-8713
Fax: 1-519-888-3439

Administered by:

TD Life Insurance Company
P.O. Box 1
Toronto Dominion Centre
Toronto, Ontario M5K 1A2
Toll Free Phone: 1-888-983-7070
Toll Free Fax: 1-866-534-5534

Name and Address of Distributor:

TD Canada Trust*
500 Rue St Jacques St 12th Floor
Montreal, QC CAN H2Y 1S1
Phone: 1-888-983-7070
Fax: 1-866-534-5534

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

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.

Table of Contents

Introduction	5
About the Insurers	5
Description of the Product Offered	5
Nature of Coverage	5
Summary of Specific Features	5
Persons Who May Apply for This Protection	5
Insured Persons	5
Amount of Protection	6
Beneficiary of the Insurance	6
Premiums to Be Paid by the Business	6
Effective Date of Coverage	7
Exclusions	8
Cancellation	8
End of the Insurance Coverage	8
Proof of Loss or Claim	9
Submission of a Claim	9
Insurer’s Reply	9
Appeal of an Insurer’s Decision and Recourses	9
Similar Products	9
For More Information	9
Referral to the Autorité des marchés financiers	9
Forms	
Notice of Rescission of an Insurance Contract	back of book
Notice of Free Choice of Insurer of Representative	back of book

Certificate of Insurance

In this Distribution Guide, You and Your refers to the Business that is applying for insurance described in this guide.

Introduction

This Distribution Guide describes the Business Credit Life Insurance offered to TD Canada Trust customers who are applying for new business credit or have an existing business credit product. It will help you make a knowledgeable decision about whether this coverage suits your needs. The terms and conditions of this insurance product are contained in the Certificate of Insurance and in the group insurance policies. Any coverage will be governed by the Certificate of Insurance and by the group insurance policies.

About the Insurers

Accident coverage is provided by TD Life Insurance Company (TD Life), under group insurance policy #G.60159AD issued to The Toronto-Dominion Bank.

Life coverage is provided by Sun Life Assurance Company of Canada (Sun Life), under group policy #45073 issued to The Toronto-Dominion Bank and administered by TD Life.

References to the insurers hereafter mean Sun Life and TD Life as applicable. The Toronto-Dominion Bank is also referred to hereafter as the Bank.

Description of the Product Offered

Nature of Coverage

Business Credit Life Insurance can pay a benefit equal to the outstanding balances on all your eligible reducing balance credit products plus the limits on all your eligible revolving credit products up to \$1 million.

Business Credit Life Insurance includes the following benefits:

- Life insurance to cover the outstanding balance of both your eligible reducing balance and your revolving credit products, up to the limits of your coverage, if the Insured Person dies. The benefit reduces your outstanding balance with any surplus paid directly to the business.

- Accident benefit to cover the total outstanding balances on eligible loans and revolving credit products, up to the limits of your coverage, if the insured person suffers a loss of use of more than one limb or full eye sight as a result of an accident and the loss occurs within 365 days of the accident. The benefit reduces your outstanding balance.

For a further explanation on the above, please refer to the section “About your insurance coverage” in the Certificate of Insurance.

Summary of Specific Features

Who May Apply for This Protection

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 entities operating a business or farm. The business credit eligible for Business Credit Life Insurance is:

- 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.

The sum of the current amount of Business Loans and the credit limit of Business lines of credit limit is called the “Total Authorized Business Credit”.

Insured Persons

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.

Amount of Protection

Business Credit Life Insurance can cover your business loans, line of credit and overdraft protection with the Bank.

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 so the coverage is never greater than the Total Authorized Business Credit. 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.

Coverage changes

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.

Coverage 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.

You may also increase your coverage by more than \$25,000 provided the increased amount does not exceed the lesser of your Total Authorized Business Credit or \$1,000,000.00. A new Application with Health Questions is required for this increase and this Application is subject to our approval.

Coverage decrease: As your Total Authorized Business Credit decreases your insurance coverage may also decrease. The decrease in coverage automatically occurs when the Total Authorized Business Credit reduces below the amount of insurance you currently have. See the section “How much you are covered for” in the certificate for more details.

In addition, if we pay an Accident benefit, the Life Insurance

Coverage is reduced by the amount of the payment.

You may also request a decrease in coverage at any time.

Beneficiary of the Insurance

There is no ability to name a beneficiary. The insurer will pay the Business Credit Life Insurance benefit to the Bank to pay off or pay down the Total Authorized Business Credit balance. However, for Life Insurance, if at the time of the death, the insured amount, including interest, is greater than the outstanding balance of the Total Authorized Business Credit, the insurer will pay the difference to you (the business).

Premiums to Be Paid by the Business

Your cost for Business Credit Life Insurance is based on the Insured Person's age, gender, smoking status and the average of the daily Life Insurance Coverage during the billing period. Every year, on the first billing following the Insured Person's birthday, you move up to the next premium rate shown.

The applicable premium rates appear in the table on the following page. These rates do not include applicable provincial sales taxes.

Premium rates

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

Age at billing	Male		Female	
	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
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

For example, if you are 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.

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. An existing Insured Person may apply for non-smoker rates at any time once they meet the eligibility requirement.

If the rates are increased, the increase will apply to everyone covered. You will be notified in writing before changes to the rates are made.

Payment frequency

Business Credit Life Insurance premiums, plus any applicable provincial sales taxes are withdrawn on the 15th calendar day of the month or next business day from the account indicated on your Application.

Effective Date of Coverage

If:

- your business credit Application is approved;
- your business credit has been effected;
- you have met the eligibility requirements to apply for insurance; and
- you have submitted your insurance Application to TD Life,

then your insurance coverage will take effect as described below:

If the Insured Person answers “NO” to questions 1 to 5 of the section of your insurance Application entitled “Information about your Application and your health”, your coverage is automatically approved and takes effect on the date you complete the Application. Documents that represent your proof of insurance are the Application and your Certificate of Insurance

If the Insured Person answers “YES” to any of questions 1 to 5 of the section of your insurance Application entitled “Information about your Application and your health” then the Insured Person must complete a Health Questionnaire:

In such a case, the insurer will review your Application and your coverage will take effect on the date we write to let you know that we have approved your Life Insurance. We will write to let you know of our decision within 30 days from the date we received all required information.

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

In this case, the documents that represent your proof of insurance are the letter of approval, the Health Questionnaire, Application and your Certificate of Insurance.

Exclusions

- Caution -

An insurance benefit will not be paid and coverages will be terminated, if the Insured Person or the business:

- fails to answer the smoking question in the application accurately; **or**
- gives any false or incomplete responses to:
- information that the insurer requires to approve Life Insurance Coverage; **or**
- information when requesting any change to your coverage.

The insurer will not pay a life benefit if:

death occurs before the insurance coverage comes into effect;

- your insurance has been in force for less than 2 years, and the Insured Person dies from suicide or intentionally self-inflicted injuries, whether the Insured Person was sane or insane. If this happens, the insurer will refund all premiums paid; **or**
- death is a result of, or while the Insured Person was committing a criminal offence, including driving while over the alcohol legal limit;
- the life claim is not made within 1 year of the date of death.

The insurer 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 amount 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.

The insurer will not pay an accident benefit if:

- the Accident occurs before the insurance coverage comes into effect;
- the Accident was due to drug or alcohol misuse or abuse;
- the loss is caused by intentionally self-inflicted injuries, whether the Insured Person was sane or insane;
- the loss relates to an Accident that took place 12 months before the covered loss occurred;
- the loss is a 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;

Cancellation

To cancel your Business Credit Life Insurance simply visit a TD Canada Trust branch or call TD Life Customer Service at 1-888-983-7070.

You will be able to cancel your coverage by phone anytime after the first 10 days following the date you completed your insurance Application, if the insurer can confirm your identity. In that case, your cancellation will be effective upon completion of the call.

Otherwise, the insurer requires a written request from you to confirm your cancellation. Cancellation will be effective on the date it is received by the insurer.

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

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

End of the Insurance Coverage

Once you are insured, coverage ends without notice to you on the date when one of the following occurs:

- 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 3 months or more;
- the insurer receives a written request from you to cancel your coverage, or if the insurer is able to confirm your identity, the insurer receives your request by telephone to cancel your 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.

Proof of Loss or Claim

Submission of a Claim

Claim forms are available through any TD Canada Trust branch or by calling TD Life Customer Service at 1-888-983-7070.

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

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

For an accident claim, you must submit your claim within one year of the date of your loss.

Any claims that are made after these deadlines will not be paid.

Additional proof or information regarding the claim may also be required.

The insurer may require that a doctor of its choice examines the Insured Person to validate an accident 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, Toronto Dominion Centre,
Toronto, Ontario, M5K 1A2

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.

For an explanation regarding the calculation of the benefit amount, please refer to the section “How much you are covered for” in the Certificate of Insurance.

The maximum amount that will be paid for your Total Authorized Business Credit Borrowings will not be greater than **\$1,000,000**.

Insurer's Reply

Once the required proof of death or loss has been received and the claim has been approved, payment will be made by the insurer 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 insurer. You may also consult the Autorité des marchés financiers or your own legal advisor.

Similar Products

Business Credit Life Insurance is specifically designed for TD Canada Trust Small Business Banking customers and TD Commercial Banking customers. However, other types of similar coverage may exist in the market.

For More Information

For more information about Business Credit Life Insurance:

- Refer to the Business Credit Life Insurance Application and the Certificate of Insurance.
- Contact your local TD Canada Trust branch or call TD Life Customer Service 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 phone: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0337

Fax : 418-525-9512

Email: information@lautorite.qc.ca

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

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P.O. Box 1
Toronto Dominion Centre
Toronto, Ontario M5K 1A2

Administered by:

TD Life

Contents

Pages 12 to 18 of this booklet form the Certificate of Insurance and apply to you and any Insured Persons covered by Business Credit Life Insurance.

Certificate of Insurance

- Definitions of the terms we've used..... 12
- Who is eligible for coverage..... 13
- About your insurance coverage 13
- How much you are covered for 14
- When your coverage takes effect..... 14
- What your coverage costs 15
- How to calculate your premium 16
- When we will not pay an insurance benefit 16
- Making a change to your coverage..... 17
- How to make a claim 17
- Who we pay the benefits to..... 18
- When your insurance coverage ends 18
- Best Doctors description of services..... 19**

Commonly asked questions

- Is Business Credit Life Insurance mandatory? 20
- What if you change your mind? 20
- How does Business Credit Life Insurance differ from individual life insurance?..... 20
- Can you sign up at any time? 20
- How can you cancel your coverage? 20
- Can your insurance end before you pay off the debt?..... 20
- How can you be sure your personal information is confidential? 20

Privacy Agreement 21

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

Losses are defined as follows:

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

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 in the premium rate table.

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*

Age at billing	Male		Female	
	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
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 recalculate *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.

Best Doctors description of services

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°™ – 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 peer-nominated 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 www.bestdoctorscanada.com, view their interactive presentation at www.bestdoctorscanada.com/overview, 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 who has requested from us, or offered to provide a guarantee for, or is insured under any product or service offered by us. The words “*we*”, “*us*” and “*our*” mean

- (1) TD Life Insurance Company (“TD Life”), TD Assurance Agency Inc. and TD Waterhouse Insurance Services Inc. which are part of the TD Bank Financial Group (“TDBFG”);
- (2) any insurance company that insures your personal accident, sickness, life, travel, creditor or other coverage under a group policy issued to The Toronto-Dominion Bank (“TD Bank”);
- (3) any company that will in future insure a group policy issued to TD Bank that provides coverage that replaces all or part of an insurance policy listed in (2) or any other insurance currently provided by TD Life;
- (4) any company that provides reinsurance to any company listed in (1) through (3); and
- (5) service providers for any company listed in (1) through (4).

TDBFG means TD Bank and its 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 our organization, including through the products and services you use.

You acknowledge, authorize and agree as follows:

Collecting And Using Your Information

At the time you 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, date of birth, occupation and other identification, all of which are required under law
- records that reflect your business dealings with and through us
- your financial preferences and activities.

This Information may be collected from you and from sources outside our organization, including from:

- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- other financial institutions
- other service providers, agents and other organizations with whom you make arrangements
- references you have provided
- persons authorized to act on your behalf under a power of attorney or other legal authority.

You authorize those 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
- analyze your financial needs and activities to help us serve you better
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with 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, 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
- when we buy or sell all or part of our businesses or when considering such transactions
- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law

Sharing Information Within TDBFG

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

- To manage your total relationship within TDBFG, including servicing your account, as well as our business risks and operations.
- To comply with legal or regulatory requirements.
- To allow other businesses within TDBFG to tell you about products and services. If you prefer, you may choose not to have us share your Information in this way.

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, your choice to provide it is optional. 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 Consent – For a credit card, line of credit, loan, mortgage or other credit facility, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will obtain information and reports about you from 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 and/or establish credit and hold limits. 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, we may from time to time disclose your Information to other lenders and credit reporting agencies seeking such Information, which helps establish your credit history and supports the credit granting and processing functions in general. If you have a credit product with us, you may not withdraw your credit consent.

Insurance – If you are applying for, requesting prescreening for, modifying or making a claim under an

insurance product that we insure, reinsure, administer or sell, we may, if necessary, collect, use, disclose and retain health-related Information about you. We may collect this information from you or any health care professional, medically-related facility, insurance company or other person who has knowledge of your Information. We may also obtain a personal investigation report.

We may use your Information to:

- ensure you are eligible for coverage
- administer your insurance and our relationship with you
- investigate and adjudicate your claims
- help manage and assess our risks.

We may share your Information with any health-care professional, medically-related facility, insurance company or other person who has knowledge of your personal Information, 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 TDBFG, except to the extent that other TDBFG companies insure, reinsure, administer or sell relevant coverage and the disclosure is required for the purposes described above. Your 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:

- better understand your financial needs and activities so that we may tell you about other products and services that may be of interest to you, including those offered by our affiliates and third parties we select
- determine your eligibility to participate in contests, surveys or promotions, and to conduct and administer contests that you enter
- conduct research and surveys to assess your satisfaction with us as a customer, and to develop products and services to meet your needs

- contact you by telephone, fax and automatic dialing-announcing device, at the number you have provided us, or by internet, mail or other methods.

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

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

Telephone discussions – When speaking with one of our telephone service representatives, we may monitor and/or record your telephone discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

More Information

Please read our Privacy Code – “Protecting Your Privacy” for further details about this Agreement and our privacy policies. Visit www.td.com/privacy or contact us for a copy.

You acknowledge that we may need to amend this Agreement and our Privacy Code from time to time to reflect changes in legislation or other issues that may arise. We will post the revised Agreement and Privacy Code on our website listed above. We may also make them available at TDBFG 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.

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.

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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 Canada 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, Toronto Dominion 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.

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.

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, Toronto Dominion 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.

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 Canada 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, Toronto Dominion 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.

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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.