

# Protection For Your Mortgage

**Protect  
What's  
Important**

Distribution Guide and  
Certificate of Insurance



592150 (1016)  
For use in Quebec only

# Protection For Your Mortgage

Protect What's Important

## Distribution Guide and Certificate of Insurance

▶ **Accidental Dismemberment coverage provided by:**

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

▶ **All other coverages provided by:**

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

▶ **Administered by:**

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

## Protecting Your Family And Your Home

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

This booklet describes the insurance provided to **TD Canada Trust Mortgage customers** who are covered by optional **Mortgage Critical Illness and Life Insurance**. The insurance provides coverage for critical illness, life, terminal illness, and accident coverage.

If you don't safeguard the lifestyle you've earned and the security your family deserves, you could be exposing them to unexpected financial hardship. Mortgage Critical Illness and Life Insurance is protection for your mortgage, which can help protect your family from the unexpected.

Terminal illness and accidental dismemberment coverage are included with Life Insurance coverage, while critical illness is an optional additional coverage. You need to have Life Insurance to obtain Critical Illness Insurance.

Once you're insured, the insurance benefit can pay down or eliminate the principal balance of your insured TD Canada Trust Mortgages.

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

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

## ► Distribution Guide

### **Name of Insurance Product:**

**Mortgage Critical Illness and Life Insurance for your TD Canada Trust Mortgage**

### **Type of Insurance Product:**

**Group Creditor Insurance**

### **Name and Address of Insurers:**

► **Accidental Dismemberment coverage provided by:**

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

► **Administered by:**

TD Life Insurance Company  
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, Quebec H2Y1S1  
Phone 1-888-983-7070  
Fax 1-866-534-5534

► **All other coverages provided by:**

The Canada Life  
Assurance Company  
Creditor Insurance Department  
330 University Avenue  
Toronto, Ontario M5G 1R8  
Fax: 416-552-6633

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

### **Responsibility of the Autorité des marchés financiers**

*The Autorité des marchés financiers does not express an opinion on the quality of the product offered in this guide. The Insurers alone are responsible for any discrepancies between the wording of the guide and the policy.*

# Table of Contents

- Introduction**..... 4
- About the Insurers**..... 4
- Description of the Products Offered**..... 4
  - Nature of the Coverage..... 4
- Summary of Specific Features** ..... 5
  - Persons Who May Apply for This Protection ..... 5
  - Confirmation of Insurance ..... 5
  - Amount of Protection ..... 5
  - Beneficiary of the Insurance ..... 6
  - Premiums to Be Paid by the Insured..... 6
  - Effective date of coverage ..... 7
- Exclusions and Limitations** ..... 7
- Cancellation and End of Insurance**..... 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
- Definitions of the Terms We’ve Used**..... 10
- Similar Products** ..... 11
- For More Information**..... 11
- Referral to the Autorité des Marchés Financiers**..... 11
- Forms**
  - Notice of Rescission of an Insurance Contract.....back of book
  - Notice of Free Choice of Insurer of Representative.....back of book

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

## Introduction

This Distribution Guide describes the *Mortgage Critical Illness* and *Life Insurances* offered to TD Canada Trust customers who are applying for a new *Mortgage* or have an existing *Mortgage*. It will help you make a knowledgeable decision about the type of coverage that best suit your needs. The terms and conditions of this insurance product are contained in the Certificate of Insurance and in the group insurance policies. The coverages will be governed by the Certificate of Insurance and by the group insurance policies.

## About the Insurers

Accidental Dismemberment coverage is provided by TD Life Insurance Company (TD Life), under group insurance Policy #G/H.60154AD issued to The Toronto-Dominion Bank. All other coverages are provided by The Canada Life Assurance Company (Canada Life), under group Policy #G/H.60154 issued to The Toronto-Dominion Bank and administered by TD Life.

References to the Insurers hereafter mean Canada Life and TD Life as applicable.

## Description of the Products Offered

### Nature of the Coverage

For definitions of all italicized terms in this Distribution Guide, please refer to the "Definitions of the Terms Used" section on page 10.

You can choose to apply for:

- *Mortgage Critical Illness* and *Life Insurance*; **or**
- *Mortgage Life Insurance* only.

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

### **Mortgage Life Insurance**

*Mortgage Life Insurance* can pay off your *Mortgage* if:

- you die;
- you are diagnosed with an illness that will cause your death within one year; **or**
- you suffer certain bodily injuries resulting from an *Accident*:
  - o which are solely and directly caused by an *Accident*;

- o which occur within 365 days of the *Accident*; **and**
- o which are beyond remedy by surgical or other means.

Accidental Dismemberment refers to a violent, sudden and unexpected action from an outside source to an insured person while that person is insured.

### **Mortgage Critical Illness Insurance**

*Mortgage Critical Illness Insurance* can pay off your *Mortgage*, if you are diagnosed with:

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

### **Creditor Defined Plan**

The *Creditor Defined Plan* provides the same coverage as *Mortgage Critical Illness* and *Life Insurance*, up to a maximum of \$500,000 for Life and \$500,000 for Critical Illness, but is limited to a **5-year period**.

At the end of the 5-year period, you will need to re-apply for coverage if you wish to maintain credit protection on your *Mortgage*. Premiums will be re-calculated at the time of new application. Individuals who are enrolled in the *Creditor Defined Plan* will not be eligible for Recognition of Prior Coverage.

There are two circumstances when you may choose to be enrolled in our *Creditor Defined Plan*:

- Depending on your answers to the questions on the *Health Questionnaire*, we may determine that you do not qualify for coverage on the full term of your *Mortgage*. In this case, you may choose to be enrolled in the *Creditor Defined Plan* if you meet our standard approval criteria; **or**
- In the event that we are unable to reach you to complete the *Health Questionnaire* and complete our underwriting process, we will not be able to consider you for coverage for the full term of your *Mortgage*. In this case, you may choose to be enrolled in our *Creditor Defined Plan* if you meet our standard approval criteria.

Once you are approved under either of the two circumstances described above, coverage starts on the date we write to let you know you are enrolled.

## Summary of Specific Features

### Persons Who May Apply for This Protection

Anyone who is liable to *TD Canada Trust* to pay the *Mortgage* and who is a Canadian resident can apply for coverage.

For ***Mortgage Life Insurance***

- You must be between **18 and 69** years old on the date of *Application*.

For ***Mortgage Critical Illness Insurance***, on the date of *Application*:

- You must be approved for *Mortgage Life Insurance*; **and**
- You must be between **18 and 55** years old.

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

For builder *Mortgage*, you can apply for coverage up to 36 months before the *Mortgage* closing date.

You can visit any *TD Canada Trust* branch to apply for coverage.

### Confirmation of Insurance

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

- **If you meet the eligibility criteria and apply for *Mortgage Life Insurance*; **and****
  - if you answered **“NO”** to health questions **1 to 4** in the section **“Information about your health”**, your *Application* will be automatically approved. The completed insurance *Application* will be your proof of insurance.
  - if you answered **“YES”** to any health questions in the section **“Information about your health”**, you are required to complete a *Health Questionnaire* in order to be considered for coverage on the full term of your *Mortgage*. If your *Application* is approved, coverage starts on the date we write to let you know we have approved your *Life Insurance* for the full term of your *Mortgage*. The letter of approval sent confirming your *Mortgage Life Insurance* will be your proof of insurance.
  - if you answered **“YES”** to any health questions in the section **“Information about your health”**, and you consented to *Creditor Defined Plan*, coverage starts on the date we write to let you know we have approved your *Life Insurance*. The letter of approval sent confirming your *Mortgage Life Insurance* will be your proof of insurance.

- **If you meet the eligibility criteria and apply for *Mortgage Critical Illness Insurance***, in addition to *Mortgage Life Insurance*; **and**
  - if you answered **“NO”** to health question **1 to 5** in the section **“Information about your health”**, your *Application* will be automatically approved. The completed *Application* will be your proof of insurance.
  - if you answered **“YES”** to any health question in the section **“Information about your health”**, you are required to complete a *Health Questionnaire* to be considered for coverage on the full term of your *Mortgage*. If your *Application* is approved, coverage starts on the date we write to let you know we have approved your *Critical Illness Insurance* for the full term of your *Mortgage*. The letter of approval sent confirming your *Mortgage Critical Illness Insurance* will be your proof of insurance.
  - if you answered **“YES”** to any health question in the section **“Information about your health”**, and you consented to the *Creditor Defined Plan*, coverage starts on the date we write to let you know we have approved your *Critical Illness Insurance*. The letter of approval sent confirming your *Mortgage Critical Illness Insurance* will be your proof of insurance.

**You may be covered for *Mortgage Critical Illness and Life Insurance* or for *Mortgage Life Insurance* only. Please refer to your *Application* or your letter of approval for verification of coverage.**

### Amount of Protection

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

#### ***Life Insurance Amount***

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

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

If you have more than one *Mortgage* insured and you apply for *Mortgage Life Insurance*, we may offer you coverage up to the above maximum distributed between the *Mortgages*.

If the total of all *your Mortgage(s)* exceeds \$500,000, you may be offered partial coverage. In this instance you will be notified in writing of *our* decision. We will calculate the benefit using the following formula:

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

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

When we pay an insurance benefit, we will calculate the benefits payable according to the following dates:

- for life coverage, the date of death;
- for terminal illness coverage, the date the claim is received by TD Life; **or**
- for Accidental Dismemberment coverage, the date of the Accidental Dismemberment which caused a covered loss.

We will pay an insurance benefit in the event you are diagnosed with *Cancer (life threatening)*, *Acute Heart Attack*, or *Stroke*.

### Critical Illness Insurance Amount

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

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

If *TD Canada Trust* approves a change to the amount of *your Mortgage*, after you have applied for *Mortgage Critical Illness Insurance* and before *your Mortgage* is funded, then the amount of coverage under any insurance issued will be calculated based on the actual *Mortgage* amount funded, subject to the above maximums.

When paying a *Mortgage Critical Illness Insurance* benefit, the Insurer will calculate the amount of benefits payable as of the date of diagnosis.

### Partial Coverage

If you have more than one *Mortgage* insured and you apply for *Mortgage Life* and *Critical Illness Insurance*, we may offer you coverage up to the maximum distributed between *Mortgages*. If the total of all your *Mortgage(s)* exceeds \$500,000, you may be

offered partial coverage. In this instance you will be notified in writing of *our* decision. We will calculate the insurance benefit using the following formula:

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

### Recognition of Prior Coverage

If you are transferring a *TD Canada Trust* Line of Credit to a *Mortgage* that was previously insured with *Life Insurance* or *Critical Illness* and *Life Insurance* and:

- you have failed to meet the health requirements at the time of applying for *Mortgage Life Insurance* or *Mortgage Critical Illness* and *Life Insurance*; **or**
- you are over age 55 and no longer eligible to apply for *Mortgage Critical Illness Insurance*,

then partial or full coverage may be available on *your Mortgage*, based on the previous coverage(s) you had and the outstanding insured balance(s) of the credit product(s) subject to the above maximums. This is called recognition of prior coverage.

**Note:** Individuals who are approved under the *Creditor Defined Plan* will not be considered for *Recognition of Prior Coverage*.

### Beneficiary of the Insurance

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

### Premiums to Be Paid by the Insured

Your cost for *Mortgage Critical Illness* and *Life Insurance* is based on your age and the amount of *your Mortgage* at the time you apply/re-apply for coverage.

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

The applicable premium rates appear in the table below.

Monthly Premium Rate per \$1,000 of Single Coverage†					
Your Age	Life Insurance	Critical Illness Insurance	Your Age	Life Insurance	Critical Illness Insurance
18 to 30	\$0.10	\$0.11	51 to 55	\$0.54	\$1.00
31 to 35	\$0.14	\$0.16	56 to 60	\$0.77	\$1.80*
36 to 40	\$0.21	\$0.23	61 to 65	\$1.04	\$2.30*
41 to 45	\$0.30	\$0.43	66 to 69	\$1.64	\$2.63*
46 to 50	\$0.44	\$0.67			

† 9% provincial sales tax will be added

\*Critical Illness coverage at these ages may be available only if you were previously insured for Critical Illness under a previous TD Canada Trust credit product.



## Payment Frequency

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

## Effective Date of Coverage

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

If,

- your *Mortgage* is approved;
- 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 you answered "NO" to health questions 1 to 4 in the insurance *Application* (section: Information about your health), *Mortgage Life Insurance* is automatically approved and takes effect on the date you applied for coverage.**

**If you answered "NO" to health questions 1 to 5 in the *Application* (section: Information about your health), *Mortgage Critical Illness* is automatically approved and takes effect on the date you applied for coverage.**

**If you answered "YES" to any of the health questions in the *Application* (section: "Information about your health"), coverage starts on the date we write to let you know we have approved you for *Life Insurance* or *Critical Illness Insurance* for the full term of your *Mortgage* or under the *Creditor Defined Plan*.**

### When you must complete a *Health Questionnaire*:

**You will need to complete a *Health Questionnaire* to be considered for coverage on the full term of your *Mortgage* if you answered "YES" to any of the health questions in the *Application* (section: Information about your health).**

If your *Application* is approved, coverage starts on the date we write to let you know we have approved your *Critical Illness Insurance* for the full term of your *Mortgage*.

If you apply for *Mortgage Critical Illness Insurance* in addition to *Mortgage Life Insurance* and we require additional information from you, your coverages may start on different dates.

**Note:** Your *Mortgage Critical Illness Insurance* can never begin before your *Mortgage Life Insurance*.

## Exclusions and Limitations

### Caution

Please note that all limitations and exclusions in this section also apply if you are enrolled in the *Creditor Defined Plan*.

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

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

### We will not pay a life or terminal illness benefit if:

- your death or terminal illness occurs before your original coverage effective date;
- your insurance coverage has been in force for less than 2 years, and you die from intentional self-inflicted injury, suicide or attempted suicide (whether you are aware or not aware of the result of your actions, regardless of your state of mind). If this happens, we will refund all premiums paid;
- your death is a result of, associated with, or happens while you are committing a criminal offence;
- the life claim is not made within one year of the date of your death; **or**
- the terminal illness claim is not received before the date of your death.

### We will not pay an accidental dismemberment benefit if:

- your accidental dismemberment occurs before your original insurance coverage effective date;
- your accidental dismemberment was due to drug or alcohol misuse or abuse;
- the loss is caused by intentional self-inflicted injury, suicide or attempted suicide (whether you are aware or not aware of the result of your actions, regardless of your state of mind);
- your loss relates to an *Accident* that took place more than 12 months before the covered loss occurred;
- your loss is a result of, associated with, or happens while you were committing a criminal offence;



## Exclusions and Limitations (continued)

- the claim is not made within one year of the date of loss; **or**
- the injuries result either directly or indirectly from any illness, medical condition or congenital defect, regardless of:
  - whether the illness or condition began before or after *your* coverage starts;
  - how *you* came to suffer from the illness or condition; **and**
  - whether the illness, condition or defect or resulting injury was expected or unexpected.

### **We will not pay a critical illness benefit if:**

- *your* diagnosis of a covered condition occurs within 24 months of the start of *your* original coverage that resulted in *Critical Illness* coverage, and is a result of an illness or condition for which *you* had symptoms or received medical consultation, treatment, care or services, including prescribed medication, during the past 24 months prior to the start of *your Critical Illness Insurance* (this is called a “**pre-existing condition**”);
- the loss is caused by the use of illegal or illicit drugs or substances;
- the loss is caused by a misuse of medication obtained with or without prescription; **or**
- a diagnosis of *Cancer* (life threatening) or a medical consultation or investigation leading to a diagnosis occurs within 90 days of the coverage taking effect. In this case, *Critical Illness Insurance* will terminate and premiums for this coverage will be refunded.

## ▶ Cancellation and End of Insurance

This insurance can be cancelled at any time without the consent of the other borrowers or guarantors. Simply visit a *TD Canada Trust* branch or call TD Life Customer Service at 1-888-983-7070 to cancel *your Mortgage Critical Illness* and *Life Insurance*.

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

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

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

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

## End of the Insurance Coverage

### *Life Insurance*

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

- *you* are no longer a borrower or guarantor on the *Mortgage*;
- *you* turn 70 years old (applies to coverage for the full term of *your Mortgage* or while covered under the *Creditor Defined Plan*);
- 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 *your* coverage;
- *your* insured *Mortgage* is paid in full, refinanced, discharged, or assumed by another person\*;
- *your* insurance premium is in arrears 3 months or more\*;
- *your* insured *Mortgage* is transferred to another financial institution\*;
- 30 days after we or *TD Canada Trust* gives *you* written notice of the cancellation of the *Policy*\*;
- *TD Canada Trust* starts legal proceedings against *you* concerning *your* insured *Mortgage*, including a notice of sale of *your* property\*;

- if we pay any *Life Insurance* or *Accident* benefit for your insured *Mortgage* this will end insurance coverage for all insured borrowers\*;
- your 5-year period of coverage has come to an end if you are covered under the *Creditor Defined Plan*\*; **or**
- you die\*.

\*This would end *Life and Critical Illness* coverages for all insured borrowers and guarantors.

### **Critical Illness Insurance**

Once you are insured, your *Mortgage Critical Illness Insurance* will end automatically on the date that your *Mortgage Life Insurance* ends under the circumstances described in the *Mortgage Life Insurance* section or if one of the following occurs:

- if we pay any *Critical Illness Insurance* benefit on you with respect to your insured *Mortgage*\*;
- a diagnosis of *Cancer (life threatening)* or investigation leading to a diagnosis occurs within 90 days from when your coverage starts; **or**
- we receive a written request from you to cancel your *Critical Illness Insurance* or, if we are able to confirm your identity, we receive your request by telephone to cancel your coverage; **or**
- if you are covered under the *Creditor Defined Plan*, your 5-year period of coverage has come to an end, or you turn 70 while enrolled in the *Creditor Defined Plan*.

\*This will end *Critical Illness Insurance* coverage for all insured borrowers and guarantors.

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

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

## **▶ Proof of Loss or Claim**

### **Submission of a Claim**

Claim forms are available 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, loss or diagnosis of illness 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 a terminal illness claim**, you must provide us with written proof of a terminal illness diagnosis **before death occurs**.

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

**For a critical illness claim**, you must submit a written claim to us within **180 days** of being diagnosed with a covered critical illness. You will also need to provide written proof, from a doctor licensed and practicing in Canada, of the diagnosis of a covered critical illness.

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

We may require that a doctor of our choice examines you to validate a critical illness, terminal illness or *accidental dismemberment* claim. Payment of benefits is made only after these proof-of-claim requirements are satisfied.

All claims should be sent to:

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

We determine the amount of your benefit from the date we receive your claim.

You are limited to only one claim for *Life Insurance* or *Critical Illness Insurance* per insured *Mortgage*.

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

The maximum amount that will be paid for all your insured *Mortgages* will not be greater than **\$500,000** for ***Life Insurance*** and **\$500,000** for ***Critical Illness Insurance***.

### **Insurer's Reply**

Once the required proof of death, loss or diagnosis of illness 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.

# Definitions Of The Terms We've Used

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

<b>Accident</b>	<p>a violent, sudden and unexpected action from an external source but does not include injuries resulting either directly or indirectly from any illness, medical condition or congenital defect, regardless of:</p> <ul style="list-style-type: none"> <li>• whether the illness or condition arose before or after <i>your</i> coverage starts;</li> <li>• how the insured person came to suffer from the illness or condition; or</li> <li>• whether the illness, condition or defect or resulting injury was expected or unexpected.</li> </ul>
<b>Acute Heart Attack</b>	<p>the death of a portion of <i>your</i> heart muscle resulting from inadequate blood supply for which the following test results are confirmed:</p> <ul style="list-style-type: none"> <li>• an increase of cardiac bio-markers and/or enzymes found in the blood stream, as a result of damaged heart muscle tissue, to levels considered diagnostic for an acute myocardial infarction.</li> </ul> <p>Diagnosis of the <i>Acute Heart Attack</i> must be made by a qualified cardiac specialist.</p> <p><b>Acute Heart Attack does not include:</b></p> <ul style="list-style-type: none"> <li>• an incidental finding of electrocardiogram changes suggesting a prior myocardial infarction with no corroborating event;</li> <li>• an increase of cardiac bio-markers and/or enzymes due to coronary angioplasty (a medical procedure involving the ballooning of a narrowed coronary artery) unless there are new elevations of ST segments in the involved electrocardiogram leads considered diagnostic for an acute myocardial infarction; or</li> <li>• an increase of cardiac bio-markers and/or enzymes in the blood stream due to pericarditis or myocarditis.</li> </ul>
<b>Application</b>	<p>the completed written, printed, electronic and/or telephone <i>Application</i> for <i>Mortgage Life Insurance</i> or <i>Mortgage Critical Illness and Life Insurance</i> or the <i>Continuation of Coverage for Life and Critical Illness Insurance</i> or the <i>Continuation for Life and add Critical Illness</i> including the <i>Health Questionnaire</i>, if applicable.</p>
<b>Cancer (life threatening)</b>	<p>a life-threatening tumour characterized by the uncontrollable growth and spread of malignant cells.</p> <p><b>Cancer (life threatening) does not include:</b></p> <ul style="list-style-type: none"> <li>• carcinoma in situ;</li> <li>• malignant melanoma to a depth of .75mm or less;</li> <li>• skin <i>Cancer</i> that has not spread beyond the deepest layer of the skin;</li> <li>• Kaposi's sarcoma;</li> <li>• Stage A (T1A or T1B) prostate <i>Cancer</i>; or</li> <li>• any diagnosis or investigation leading to a diagnosis, which occurs within 90 days when <i>your</i> coverage starts.</li> </ul>
<b>Continuation of Coverage</b>	<p>Continuation of Coverage is available for customers with existing <i>Mortgage Life Insurance</i> or <i>Life and Critical Illness Insurance</i> who have decided to refinance or replace their existing TD Canada Trust mortgage and wish to continue with their existing coverage.</p>

<b>Creditor Defined Plan</b>	<p><i>Life Insurance</i> or <i>Critical Illness and Life Insurance</i> for a 5-year period of coverage, up to a maximum of \$500,000 for Life and \$500,000 for Critical Illness. Individuals enrolled in this plan must re-apply if seeking to maintain credit protection on their <i>Mortgage</i> beyond their 5-year period of coverage.</p>
<b>Critical Illness Insurance</b>	<p>coverage for <i>Cancer (life threatening)</i>, <i>Acute Heart Attack</i> and <i>Stroke</i>, as more fully described in the "<i>Critical Illness Insurance</i>" section.</p>
<b>Health Questionnaire</b>	<p>the detailed questionnaire that must be completed in order to be considered for coverage on the full term of <i>your Mortgage</i> if you answer "YES" to any of the health questions on the <i>Application</i>.</p>
<b>Life Insurance</b>	<p>includes life, terminal illness and accidental dismemberment coverages.</p>
<b>Mortgage</b>	<p><i>your TD Canada Trust</i> conventional or default insured <i>Mortgage</i>.</p> <p><i>Mortgage</i> does not include self-directed RSP mortgages or <i>mortgage</i> on commercial properties.</p>
<b>Original Application</b>	<p>The <i>Application</i> completed when you apply for <i>Life Insurance</i> or <i>Life and Critical Illness Insurance</i> for the first time with us and which results in the issuance of the Original Coverage.</p>
<b>Policy</b>	<p>group <i>Policy</i> #G/H.60154 issued by Canada Life to <i>TD Bank</i>, which provides life, terminal illness and optional critical illness coverages, and group <i>Policy</i> #G/H.60154AD issued by TD Life to <i>TD Bank</i>, which provides accidental dismemberment coverage.</p>
<b>Stroke</b>	<p>a cerebrovascular event producing neurological sequelae lasting more than 30 consecutive days and caused by thrombosis, hemorrhage or embolism from an extra-cranial source, and for which there is evidence of measurable, objective neurological deficit.</p> <p><b>Stroke does not include:</b></p> <ul style="list-style-type: none"> <li>• Transient Ischemic Attacks</li> </ul>
<b>TD Bank</b>	<p>The Toronto-Dominion Bank.</p>
<b>TD Canada Trust</b>	<p><i>TD Bank</i> and those of its affiliates that provide <i>Mortgages</i>.</p>
<b>You and your</b>	<p>the borrower(s) or guarantor(s) who is/are insured under the <i>Policy</i>.</p>
<b>We, us and our</b>	<p>TD Life for accidental dismemberment coverage, and Canada Life for all other coverages, as applicable.</p>

## ▶ Similar Products

Mortgage Critical Illness and Life Insurance is specifically designed for *TD Canada Trust* mortgage customers. However, other types of similar coverage may exist in the market.

### For More Information

For more information about Mortgage Critical Illness and Life Insurance:

- Refer to the Mortgage Critical Illness and 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, 4<sup>th</sup> floor  
Quebec, Quebec G1V 5C1

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

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

# Protection For Your Mortgage

Protect What's Important

## Product Guide and Certificate of Insurance

▶ **Accidental dismemberment coverage provided by:**

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

▶ **All other coverages provided by:**

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

▶ **Administered by:**

TD Life

# Contents

<b>Certificate Of Insurance</b> .....	14
Introduction to Your Insurance Coverages.....	14
Beneficiary Information .....	14
Who Is Eligible for Insurance .....	14
How To Apply .....	15
How To Submit A Claim .....	15
We Must Receive A Claim Within A Specific Time .....	15
Additional Claim Information .....	15
Definitions Applicable to Mortgage Critical Illness and Life Insurance .....	15
<b>Coverages</b>	
Life Insurance.....	16
When Your Life Insurance Starts.....	16
When You Must Complete a Health Questionnaire .....	16
Maximum Life Insurance Amounts You Can Apply For .....	16
Continuation of Coverage of Life Insurance .....	16
How a Life Insurance Benefit is Determined .....	17
When We Pay a Life Benefit or Terminal Illness Benefit .....	17
When We Will Not Pay a Life Benefit or Terminal Illness Benefit.....	17
When We Will Pay An Accidental Dismemberment Benefit .....	17
When We Will Not Pay An Accidental Dismemberment Benefit.....	18
When We May Not Pay Any Benefit and Terminate All Your Coverage .....	18
When Your Life Insurance Ends.....	18
Definitions Applicable to Life, Terminal Illness and Accidental Dismemberment Coverages .....	19
Critical Illness Insurance .....	19
When Your Critical Illness Insurance Starts .....	19
When You Must Complete a Health Questionnaire .....	19
Maximum Critical Illness Insurance Amounts You Can Apply For .....	19
Continuation of Coverage for Critical Illness Insurance.....	20
How A Critical Illness Insurance Benefit is Determined.....	20
When We Pay a Critical Illness Insurance Benefit .....	21
When We Will Not Pay a Critical Illness Insurance Benefit .....	21
When We May Not Pay Any Benefit and Terminate All Your Coverage .....	21
When Your Critical Illness Insurance Ends.....	21
Definitions Applicable to Critical Illness Insurance Coverage .....	21
Additional Conditions to Coverage .....	22
Creditor Defined Plan .....	22
Partial Coverage .....	23
Recognition of Prior Coverage .....	23
<b>Premium Information for Critical Illness and Life Insurance</b> .....	24
Premium Rates.....	24
How To Calculate Your Premium .....	25
<b>Additional Information</b> .....	25
<b>Definitions of the Terms We've Used</b> .....	26
<b>Commonly Asked Questions About Mortgage Critical Illness and Life Insurance</b> .....	27
<b>Privacy Agreement</b> .....	28
<b>Protecting Your Personal Information</b> .....	30

# ▶ Certificate of Insurance

Pages 14 to 26 of this booklet form the Certificate of Insurance, which applies to persons covered by *Mortgage Life Insurance* or *Mortgage Critical Illness and Life Insurance*.

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

## Introduction to *Your* Insurance Coverages

*Mortgage Critical Illness and Life Insurance* provides life, accidental dismemberment, and critical illness coverages as described below:

- For life coverage, we will pay *TD Bank* a benefit amount towards *your Mortgage* in the event of *your* death.
- For accidental dismemberment coverage, we will pay *TD Bank* a benefit amount towards *your Mortgage* in the event *you* suffer a covered loss (See pages 17-18 of the Certificate of Insurance for details on covered losses). *Your Mortgage Life Insurance* includes accidental dismemberment coverage.
- For terminal illness coverage, we will pay *TD Bank* a benefit amount towards *your Mortgage* in the event *you* are diagnosed with an illness that will cause *your* death within one year. *Your Mortgage Life Insurance* includes terminal illness coverage.
- For critical illness coverage, we will pay *TD Bank* a benefit amount towards *your Mortgage* in the event *you* are diagnosed with *Cancer (life threatening), Acute Heart Attack* or *Stroke*. *Critical Illness Insurance* is optional and only available if *you* enroll for *Mortgage Life Insurance*.

The maximum coverage that *you* can apply and be insured for is \$500,000 for *Life Insurance* (which includes life, terminal illness and accidental dismemberment) and \$500,000 for *Critical Illness Insurance* for all *your Mortgages* combined.

*Mortgage(s)* does not include self-directed RSP mortgages or mortgages on commercial properties.

If *you* apply and are insured with *Mortgage Life Insurance*, with or without optional *Critical Illness Insurance*, the terms and conditions of *your* coverage under the Policy consist of:

- *your Application*;
- *your* Certificate of Insurance included in this booklet;
- any other documents we require *you* to submit;

- *your* answers to questions we may ask *you* in considering *your* coverage, whether communicated verbally, in writing or electronically; and
- any written confirmation of coverage we may provide *you*.

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

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

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

\*Accidental dismemberment coverage is provided by TD Life Insurance Company ("TD Life") under group Policy #G/H.60154AD. All other coverages are provided by The Canada Life Assurance Company ("Canada Life") under group Policy #G/H.60154. TD Life is the authorized administrator for Canada Life.

*TD Bank* does not act as an agent for Canada Life. Neither company has any ownership interest in the other. *TD Bank* is not an agent for its wholly owned subsidiary, TD Life. *TD Bank* receives a fee from Canada Life and TD Life for its activities, including enrolling borrowers under this coverage.

## Beneficiary Information

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

## Who Is Eligible For Insurance

*Mortgage Critical Illness and Life Insurance* is offered exclusively to *TD Canada Trust Mortgage* borrowers and guarantors.

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

- *you* are a Canadian resident; and
  - o *you* are between 18 and 69 years old to apply for *Life Insurance*; or
  - o *you* are between 18 and 55 years old to apply for *Critical Illness Insurance*. *You* must be approved and insured with *Life Insurance* to enroll in *Critical Illness Insurance*.

A Canadian resident is any person who:

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



**Note:** If you already have *Mortgage Life and Critical Illness* coverage with us, you can apply for *Continuation of Coverage* on your existing *Critical Illness Insurance* up to age 69. For more information please refer to the section “Continuation of Coverage of *Critical Illness Insurance*”.

If you do not meet the age requirements, you may be eligible for full or partial coverage based on recognition of prior coverage. For more information, please refer to section “Recognition of Prior Coverage”.

## How To Apply

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

## How To Submit A Claim

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

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

- For a life claim, you must submit your claim within **one year** of the date of death.
- For a terminal illness claim, you must provide us with written proof of a terminal illness diagnosis before death occurs.
- For an accidental dismemberment claim, you must submit your claim within **one year** of the date of your loss.
- For a *Critical Illness Insurance* claim, you must submit a written claim to us within **180 days** of being diagnosed with a covered critical illness. You will also need to provide written proof, from a qualified physician practising in Canada, of the diagnosis of a covered critical illness.

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

We may also require:

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

## Additional Claim Information

- You are limited to one claim for *Life Insurance* or *Critical Illness Insurance* per *Mortgage*.
- We describe how we determine the amount of your benefit in the section “Maximum *Life Insurance* Amounts You Can Apply For” and “Maximum *Critical Illness Insurance* Amounts You Can Apply For”.

- If you have insured more than one *Mortgage*, we will make the applicable insurance benefit payments to each *Mortgage* in the order in which you insured your *Mortgages*.
- Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation in your province or territory. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.

### Definitions Applicable to *Mortgage Critical Illness and Life Insurance*

**Application:** the completed written, printed, electronic and/or telephone *Application for Mortgage Life Insurance or Mortgage Critical Illness and Life Insurance* or the *Continuation of Coverage for Life and Critical Illness Insurance* or the *Continuation for Life and add Critical Illness* including the *Health Questionnaire*, if applicable.

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

**Policy:** group *Policy #G/H.60154* issued by Canada Life to *TD Bank*, which provides life, terminal illness and optional *Critical Illness* insurance coverage, and group *Policy #G/H.60154AD* issued by TD Life to *TD Bank*, which provides accidental dismemberment coverage.

## Coverages

### Life Insurance

*Life Insurance* includes life, terminal illness and accidental dismemberment.

#### When Your Life Insurance Starts

Once your *Mortgage* has been approved, your coverage starts:

- On the date you applied for coverage if you answered "NO" to health questions 1 to 4 in your *Application* (Section: Information about your health).
- On the date we write to let you know that we have approved your *Life Insurance* for the full term of your *Mortgage* if you answered "YES" to any of the health questions in your *Application* (Section: Information about your health).

If you have an existing *Mortgage* with active *Life Insurance* or active *Life Insurance and Critical Illness Insurance*, and you are refinancing or applying for increase in coverage, then your coverage start date will be as outlined in section "Continuation of Coverage for Life Insurance" on page 16.

#### When You Must Complete a Health Questionnaire

- You will need to complete a *Health Questionnaire* in order to be considered for coverage on the full term of your *Mortgage* if you answered "YES" to any of the health questions in your *Application* (Section: Information about your health).
- We will review your *Application* and let you know by mail if you are approved for the coverage(s) you applied for.

**Note:** We reserve the right to change our underwriting requirements and the questions in the *Application* at any time.

#### Maximum Life Insurance Amounts You Can Apply For

You can apply to insure the amount of your *Mortgage* to a maximum of \$500,000 for *Life Insurance* (life, terminal illness and accidental dismemberment coverages) for all of your combined *Mortgages*.

Once your *Application* has been completed and prior to funding:

- you may apply to increase or decrease your *Mortgage* amount; and if
- TD Canada Trust approves the new amount of your *Mortgage*; then

- the amount of coverage will be calculated based on the funded amount of your *Mortgage*.

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

#### Continuation of Coverage of Life Insurance

We may offer you continuation of your existing *Life Insurance* on your new *Mortgage*, to a maximum of \$500,000 and you are eligible to apply if you:

- are a Canadian resident;
- are between 18 and 69 years old;
- refinancing or replacing your existing *Mortgage*; and
  - o have active *Life Insurance* on your existing *Mortgage*; or
  - o apply within 30 days of your *Mortgage* being discharged and your existing coverage being terminated because of the discharge.

To apply, you are required to complete a Confirmation of *Continuation of Coverage Application*. Your premiums are based on your age when you sign this *Application*.

**Note:** For details about *Continuation of Coverage* on the *Creditor Defined Plan* see page 22.

#### For example:

- The current balance on your existing insured *Mortgage* is \$50,000 and is being replaced by a new *Mortgage* for \$100,000.
- You apply for *Continuation of Coverage* on your new *Mortgage* and are approved for \$100,000 in coverage.
- At claim time, the balance on your *Mortgage* is \$78,000.
- The maximum benefit amount that can be paid to your *Mortgage* would be \$78,000 (the full amount of your *Mortgage* balance).

If you are applying for *Continuation of Coverage* and your *Mortgage* has been approved, your coverage start date is as follows:

- For the *Life Insurance* coverage that is equal to or less than your existing coverage amount, your *effective date* is the date of your *Original Application*.
- For any additional *Life Insurance* coverage greater than your existing coverage amount, your *effective date* will be either:
  - o the date of your *Continuation of Coverage Application*, if no underwriting is required; or

o the date we write to let you know that we have approved your *Continuation of Coverage Application*\* if underwriting is required.

\* All *Continuation of Coverage Applications* are subject to our underwriting practices in place at the time you submit the *Application*. We reserve the right to change our underwriting requirements and the questions in the *Applications* at any time.

**Important:** The validity of your original coverage and the answers you provided in your *Original Application*, are material to us issuing *Continuation of Coverage*. Any misrepresentation or failure to disclose information in your *Original Application* may result in cancellation of your *Continuation of Coverage*.

*Continuation of Coverage*, is subject to the exclusion and limitations to *Life Insurance* coverage outlined in sections “When We Will Not Pay a Life Benefit or Terminal Illness Benefit” and “When We Will Not Pay An Accidental Dismemberment Benefit”. Please see pages 17 and 18 for a list of exclusions and limitations.

## How A *Life Insurance* Benefit Is Determined

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

- for life coverage, the date of death;
- for terminal illness coverage, the date the claim is received by us;
- for accidental dismemberment coverage, the date of the *Accident*, which caused a covered loss.

When a benefit is paid, subject to the maximum *Life Insurance* amount of \$500,000, we pay a benefit equal to:

- the outstanding balance on your *Mortgage*. We will not pay more than the outstanding balance on your insured *Mortgage(s)*; or
- a percentage of the outstanding balance on your *Mortgage*, as described in sections “Partial Coverage” and “Recognition of Prior Coverage”.

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

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

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

## When We Pay A Life Benefit or Terminal Illness Benefit

In the event of death, we will pay a benefit to *TD Bank*, as described in “How A *Life Insurance* Benefit Amount Is Determined” and subject to any limitations set out in the Certificate of Insurance.

In the event you are diagnosed with an illness that will cause your death within one year, we will pay a benefit to *TD Bank*, as described in “How A *Life Insurance* Benefit Amount Is Determined” and subject to any limitations set out in the Certificate of Insurance.

## When We Will Not Pay a Life Benefit or Terminal Illness Benefit

- your death or terminal illness occurs before your original coverage effective date;
- your death is a result of, associated with, or happens while you are committing a criminal offence;
- your life claim is not made within one year of the date of death;
- your terminal illness claim is not received before the date of death; or
- your insurance has been in force for less than two years, and you die as a result of your intentional self-inflicted injury, suicide or attempted suicide (whether you are aware or not aware of the result of your actions, regardless of your state of mind). In this instance, all insurance premiums paid will be refunded.

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

If you have *Continuation of Coverage* on your *Life Insurance*, please see “Continuation of Coverage for Life Insurance” on page 16 for additional information.

## When We Will Pay An Accidental Dismemberment Benefit

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

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

List of covered losses:

- loss of both arms;
- loss of both legs;
- loss of one arm and one leg;

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

Losses are defined as follows:

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

## When We Will Not Pay An Accidental Dismemberment Benefit

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

- o whether the illness, condition or defect or resulting injury was expected or unexpected.

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

If *you* have *Continuation of Coverage on your Life Insurance*, please see “Continuation of Coverage for Life Insurance” on page 16 for additional information.

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

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

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

## When *Your Life Insurance* Ends

*Your Life Insurance on your Mortgage* will end without notice to *you* on the date when any of the following occurs:

- *you* no longer are a mortgagor or guarantor of the *Mortgage*;
- *you* turn 70 years old (applies to coverage for the full term of *your Mortgage* or while covered under the *Creditor Defined Plan*);
- 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 *your* coverage;
- *your* 5-year period of coverage has come to an end if *you* are covered under the *Creditor Defined Plan*;
- *your* insured *Mortgage* is paid in full, refinanced, discharged, or assumed by another person\*;
- *your* insurance premium is in arrears three months or more\*;
- *your* insured *Mortgage* is transferred to another financial institution\*;
- 30 days after we or TD Canada Trust give *you* written notice of the termination of the *Policy*\*;
- TD Canada Trust starts legal proceedings against *you* concerning *your* insured *Mortgage*, including a notice of sale of *your* property\*;
- we pay any *Life Insurance* benefit in regard to *your* insured *Mortgage*\*; or
- *you* die\*.

\*This will end insurance coverage for all insured borrowers and guarantors.

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

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

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

### Definitions Applicable to Life, Terminal Illness and Accidental Dismemberment Coverages

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

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

**Application:** the completed written, printed, electronic and/or telephone Application for Mortgage Critical Illness and Life Insurance, or the Continuation of Coverage Life and Critical Illness or the Continuation of Coverage for Life and add Critical Illness including the Health Questionnaire, if applicable.

**Creditor Defined Plan:** Life Insurance or Critical Illness and Life Insurance for a 5-year period of coverage, up to a maximum of \$500,000 for Life and \$500,000 for Critical Illness. Individuals enrolled in this plan must re-apply if seeking to maintain credit protection on their Mortgage beyond their 5-year period of coverage.

**Health Questionnaire:** the detailed questionnaire that must be completed in order to be considered for coverage for the full term of your Mortgage if you answer "YES" to any of the health questions on the Application.

**Life Insurance:** includes life, terminal illness and accidental dismemberment coverages.

## Critical Illness Insurance

Critical Illness Insurance covers Cancer (life threatening), Acute Heart Attack and Stroke.

### When Your Critical Illness Insurance Starts

Once your Mortgage has been approved, your Critical Illness Insurance starts:

- on the date you applied for coverage if you answer "NO" to all health questions in your Application (Section: Information about your health); or
- on the date we write to let you know that we have approved your Critical Illness Insurance for the full term of your Mortgage if you answer "YES" to any of the health questions in your Application (Section: Information about your health).

If you have an existing TD Canada Trust mortgage with active Life Insurance and Critical Illness Insurance, and you are refinancing or applying for increase coverage, then your coverage start dates will be outlined in section "Continuation of Coverage for Critical Illness Insurance" on page 20.

### When You Must Complete a Health Questionnaire

- You will need to complete a Health Questionnaire in order to be considered for coverage on the full term of your Mortgage if you answer "YES" to any of the questions in your Application (Section: Information about your health).
- We will review your Application and let you know by mail if you are approved for the coverage(s) you applied for.

**Note:** We reserve the right to change our underwriting requirements and the questions in the Application at any time.

If you apply for Critical Illness Insurance in addition to Life Insurance and we require additional information from you, your coverages may start on different dates, but your Critical Illness Insurance can never begin before your Life Insurance.

### Maximum Critical Illness Insurance Amounts You Can Apply For

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

Once your Application has been completed and prior to funding:

- you may apply to increase or decrease your Mortgage amount; and if
- TD Canada Trust approves the new amount of your Mortgage; then



- the amount of coverage will be calculated based on the funded amount of *your Mortgage*.

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

## Continuation of Coverage for *Critical Illness Insurance*

We may offer *you* continuation of *your* existing *Critical Illness Insurance* on *your* new *Mortgage*, to a maximum of \$500,000 and *you* are eligible to apply if *you*:

- are a Canadian resident;
- are between 18 and 69 years old;
- are refinancing or replacing *your* existing *Mortgage*; and
  - have active *Critical Illness Insurance* on *your* existing *Mortgage*; or
  - apply within 30 days of *your Mortgage* being discharged and *your* existing coverage being terminated because of the discharge.

To apply, *you* are required to complete a Confirmation of *Continuation of Coverage Application*. *Your* premiums are based on *your* age when *you* sign this *Application*.

**Note:** For details about Continuation of Coverage on the Creditor Defined Plan see page 22.

### For example:

- The current balance on *your* existing insured *Mortgage* is \$50,000 and is being replaced by a new *Mortgage* for \$100,000.
- *You* apply for *Continuation of Coverage* on *your* new *Mortgage* and are approved for \$100,000 in coverage.
- At claim time, the balance on *your Mortgage* is \$78,000.
- The maximum benefit amount that can be paid to *your Mortgage* would be \$78,000 (the full amount of *your Mortgage* balance).

If *you* are applying for *Continuation of Coverage* and *your Mortgage* has been approved, *your* coverage start date is as follows:

- For the *Critical Illness Insurance* coverage that is equal to or less than *your* existing coverage amount, *your* effective date of *your* coverage is the date of *your Original Application*.

- For any additional *Critical Illness Insurance* coverage greater than *your* existing coverage amount *your* effective date will be either:
  - the date of *your Continuation of Coverage Application*, if no underwriting is required; or
  - the date we write to let *you* know that we have approved *your Continuation of Coverage Application*.\*

\* All *Continuation of Coverage* applications are subject to *our* underwriting practices in place at the time *you* submit the *Application*. We reserve the right to change *our* underwriting requirements and the questions in the *Applications* at any time.

**Important:** The validity of *your* original coverage and the answers *you* provided in *your Original Application*, are material to us issuing *Continuation of Coverage*. Any misrepresentation or failure to disclose information in *your Original Application* may result in cancellation of *your Continuation of Coverage*.

*Continuation of Coverage*, is subject to the exclusion or limitations to *Critical Illness Insurance* coverage outlined in section "When We Will Not Pay a Critical Illness Benefit". Please see page 21 for a list of these exclusions and limitations.

Please note, we will not pay a Critical Illness benefit, if:

- *your* diagnosis of a covered condition occurs within 24 months of *you* becoming covered under *your* original *Critical Illness Insurance* and *your* diagnosis is a result of an illness or condition for which *you* had symptoms or received medical consultation, treatment, care or services, including prescribed medication, during the 24 months prior to the start of *your* original *Critical Illness Insurance* (this is called a "**pre-existing condition**").

## How A *Critical Illness Insurance* Benefit Is Determined

When we pay an insurance benefit, we will determine the amount payable as of the date of diagnosis.

When a benefit is paid, subject to the maximum *Critical Illness Insurance* amount of \$500,000, we pay a benefit equal to:

- the outstanding balance on *your Mortgage*. We will not pay more than the outstanding balance on *your* insured *Mortgage(s)*; or
- a percentage of the outstanding balance on *your Mortgage*, as described in sections "Partial Coverage" and "Recognition of Prior Coverage".

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

- any discharge or penalty fees;

- any overdrawn balance in *your* property tax account, if *you* have arranged for *TD Canada Trust* to make these payments; and
- any interest owing.

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

## When We Pay A Critical Illness Insurance Benefit

In the event *you* are diagnosed with *Cancer (life threatening)*, *Acute Heart Attack*, or *Stroke* we will pay a benefit to *TD Bank* as described in “How A Critical Illness Insurance Benefit Is Determined”.

## When We Will Not Pay A Critical Illness Insurance Benefit

- *your* diagnosis of a covered condition occurs within 24 months of the start of *your* Original coverage that resulted in Critical Illness coverage, and is a result of an illness or condition for which *you* had symptoms or received medical consultation, treatment, care or services, including prescribed medication, during the 24 months prior to the start of *your Critical Illness Insurance* (this is called a “**pre-existing condition**”);
- *your* claim is a result of *your* use of illegal or illicit drugs or substances;
- *your* claim is a result of *your* misuse of medication obtained with or without prescription; or
- a diagnosis of *Cancer (life threatening)* or investigation leading to a diagnosis, occurs within 90 days when *your* Original coverage starts. In this instance, all insurance premiums will be refunded.

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

If *you* have *Continuation of Coverage on your Critical Illness Insurance*, please see “Continuation of Coverage for Critical Illness” on page 12 for additional information.

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

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

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

## When Your Critical Illness Insurance Ends

*Your Critical Illness Insurance on your Mortgage* will end without notice to *you* on the date that *your Life Insurance* ends, as described in the section “When *Your Life Insurance* Ends” on page 18, or when any of the following occurs:

- if we pay any *Life Insurance* benefit on *you* with respect to *your* insured *Mortgage*\*;
- if we pay any *Critical Illness Insurance* benefit on *you* with respect to *your* insured *Mortgage*. In this case Critical Illness coverage will end for all insured borrowers and guarantors;
- a diagnosis of *Cancer (life threatening)* or investigation leading to a diagnosis occurs within 90 days from when *your* coverage starts;
- we receive a written request from *you* to cancel *your Critical Illness Insurance* or, if we are able to confirm *your* identity, we receive *your* request by telephone to cancel *your* coverage; or
- if *you* are covered under the *Creditor Defined Plan*, *your* 5-year period of coverage has come to an end, or *you* turn 70 while enrolled in the *Creditor Defined Plan*.

\*This will end insurance coverage for all insured borrowers and guarantors.

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

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

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

### Definitions Applicable To Critical Illness Insurance Coverage

**Acute Heart Attack:** the death of a portion of *your* heart muscle resulting from inadequate blood supply for which the following test results are confirmed:

- An increase of cardiac bio-markers and/or enzymes found in the blood stream, as a result of damaged heart muscle tissue, to levels considered diagnostic for an acute myocardial infarction.

Diagnosis of the *Acute Heart Attack* must be made by a qualified cardiac specialist.



### **Acute Heart Attack does not include:**

- an incidental finding of ECG changes suggesting a prior myocardial infarction with no corroborating event;
- an increase of cardiac bio-markers and/or enzymes due to coronary angioplasty (a medical procedure involving the ballooning of a narrowed coronary artery) unless there are new elevations of ST segments in the involved ECG leads considered diagnostic for an acute myocardial infarction; or
- an increase of cardiac bio-markers and/or enzymes in the blood stream due to pericarditis or myocarditis.

**Application:** the completed written, printed, electronic and/or telephone *Application* for *Mortgage Life Insurance* or *Mortgage Critical Illness and Life Insurance*, or the *Continuation of Coverage for Life and Critical Illness* or the *Continuation of Coverage for Life* and add *Critical Illness* including the *Health Questionnaire*, if applicable.

**Cancer (life threatening):** a life-threatening tumour characterized by the uncontrollable growth and spread of malignant cells.

### **Cancer (life threatening) does not include:**

- carcinoma in situ;
- malignant melanoma to a depth of .75mm or less;
- skin *Cancer* that has not spread beyond the deepest layer of the skin;
- Kaposi's sarcoma;
- Stage A (T1A or T1B) prostate *Cancer*; or
- any diagnosis or investigation leading to a diagnosis, which occurs within 90 days when *your* coverage starts.

**Creditor Defined Plan:** *Life Insurance* or *Critical Illness and Life Insurance* for a 5-year period of coverage, up to a maximum of \$500,000 for *Life* and \$500,000 for *Critical Illness*. Individuals enrolled in this plan must re-apply if seeking to maintain credit protection on their *Mortgage* beyond their 5-year period of coverage.

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

**Stroke:** a cerebrovascular event producing neurological sequelae lasting more than 30 consecutive days and caused by thrombosis, hemorrhage or embolism from an extra-cranial source, and for which there is evidence of measurable, objective neurological deficit.

### **Stroke does not include:**

- Transient Ischemic Attacks

## Additional Conditions to Coverage

The following sections explain additional conditions that may apply to *your Life Insurance* or *Critical Illness and Life Insurance*. If any of these additional conditions apply to *you*, we will let *you* know in writing.

The additional conditions to coverage are subject to all exclusions and limitations to *Life Insurance* and *Critical Illness Insurance* coverage outlined in the following sections:

- "*When We Will Not Pay a Life Benefit or Terminal Illness Benefit*", page 17
- "*When We Will Not Pay An Accidental Dismemberment Benefit*", page 18
- "*When We Will Not Pay A Critical Illness Benefits*" page 21,
- "*When We May Not Pay Any Benefit And Terminate All Your Coverage*" page 21
- "*When your Life Insurance Coverage Ends*" page 18, and;
- "*When your Critical Illness Insurance coverage Ends*" page 21.

### *Creditor Defined Plan*

The *Creditor Defined Plan* provides the same coverage as *Mortgage Life Insurance* or *Critical Illness and Life Insurance*, up to a maximum of \$500,000 for *Life Insurance* and \$500,000 for *Critical Illness Insurance* but is limited to a **5-year period**.

**Note:** Please refer to the "*Life Insurance*" and "*Critical Illness Insurance*" sections on pages 16 and 19 for all applicable terms and conditions.

To be considered for the *Creditor Defined Plan*, *you* will need to provide *your* consent on *your Application*. *Your* consent to be enrolled does not guarantee *your* enrollment in coverage. We may not be able to provide *you* with any coverage if *you* do not meet *our* standard approval criteria.

There are two circumstances when *you* may consent to be enrolled in the *Creditor Defined Plan*:

- Depending on *your* answers to the questions on the *Health Questionnaire*, we may determine that *you* do not qualify for coverage on the full term of *your Mortgage*. In this case, *you* may choose to be enrolled in the *Creditor Defined Plan* if *you* meet *our* standard approval criteria for *Creditor Defined Plan*; or
- In the event that we are unable to reach *you* to complete the *Health Questionnaire* and complete *our* underwriting process, we will not be able to consider *you* for coverage for the full term of *your Mortgage*. In this case, *you* may choose to be enrolled in *our Creditor Defined Plan* if *you* meet *our* standard approval criteria.

If you are enrolled in the *Creditor Defined Plan*, your coverage starts on the date we write to let you know that we have approved you for *Life Insurance* or *Critical Illness and Life Insurance*. Our 30-day money-back guarantee described on page 27 applies if you are enrolled in the *Creditor Defined Plan*.

At the end of the 5-year period following your coverage effective date, you will need to complete a new *Application* for coverage if you wish to maintain credit protection on your *Mortgage*.

Premiums are calculated based on your age and *Mortgage* amount at the time of *Application*. If you complete a new *Application* for coverage at the end of the 5-year period, premium rates will be based on your age at the time of your new *Application*.

If you are enrolled in the *Creditor Defined Plan*, we may offer you *Continuation of Coverage* for the remainder of your 5-year coverage subject to the maximum coverage amounts and you being eligible to apply. To be eligible to apply for *Continuation of Coverage*:

- you are a Canadian resident;
- you are between 18 and 69 years old;
- you are refinancing or replacing your existing *Mortgage*; and
  - have active *Life Insurance* or *Critical Illness Insurance* on your existing *Mortgage*; or
  - apply within 30 days of your *Mortgage* being discharged and your existing coverage being terminated because of the discharge.

If you are approved for *Continuation of Coverage*, your premiums are calculated based on your age at time of *Application* for *Continuation of Coverage*.

**Note:** Individuals who are approved under the *Creditor Defined Plan* will not be considered for Recognition of Prior Coverage as described under section "Recognition of Prior Coverage" on page 23.

For eligibility and details on *Continuation of Coverage*, see pages 16 and 20.

## Partial Coverage

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

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

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

### Example 1:

- You have \$300,000 *Life* or *Critical Illness and Life Insurance* coverage on your first *Mortgage*.
- You are approved for a second *Mortgage* for \$400,000 and applied for *Life* or *Critical Illness and Life Insurance*.
- Since maximum coverage offered is \$500,000, the remaining coverage available on your second mortgage is \$200,000. This is 50% of your second mortgage amount (\$200,000/\$400,000).
- If at claim time the balance on your second *Mortgage* is \$100,000, then the maximum amount payable under your partial coverage will be 50% of your balance on your second mortgage (50% of \$100,000 = \$50,000).

### Example 2:

- Your *Mortgage* balance is \$620,000 when you apply for *Life* or *Critical Illness and Life Insurance*.
- Since maximum coverage offered is \$500,000, you are provided with 81% ( $\$500,000 \div \$620,000$ ) of your *Mortgage* balance in coverage.
- If at claim time the balance on your *Mortgage* is \$420,000, then the maximum amount payable under your partial coverage will be \$340,200 (81% of \$420,000).

## Recognition of Prior Coverage

If you are transferring a *Line of Credit* to a *Mortgage* and you:

- do not meet our health requirements; or
- you are over age 55 but under 70, and
- were insured with us under a previous *Line of Credit* with coverage other than our *Creditor Defined Plan*; then

We may approve you for full or partial coverage on your *Mortgage*, based on the amount previously insured.

To qualify for Recognition of Prior Coverage, you must apply within 30 days of the closure of your existing TD Canada Trust *Line of Credit*.

Your maximum coverage amount, under recognition of prior coverage, will be a percentage based on the balance of the discharged/closed credit product divided by your new Mortgage amount. We will specify the amount in the letter we send approving you for coverage.

**For example:**

- The current balance on your existing *Line of Credit* is \$50,000 and is being replaced by a new *Mortgage* for \$100,000.
- Coverage approved on your new *Mortgage* will be 50% ( $\$50,000 \div 100,000$ ).
- If at claim time the balance on your *Mortgage* is \$78,000, then the maximum benefit amount payable to your *Mortgage* would be 50% of \$78,000 (\$39,000).

## Premium Information for *Critical Illness* and *Life Insurance*

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

\*Multi-insured discounts are calculated based on the date of an individual's *Application*.

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

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

### Premium Rates

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

Age	Life Insurance	Critical Illness Insurance	Age	Life Insurance	Critical Illness Insurance
18 to 30	\$0.10	\$0.11	51 to 55	\$0.54	\$1.00
31 to 35	\$0.14	\$0.16	56 to 60	\$0.77	\$1.80*
36 to 40	\$0.21	\$0.23	61 to 65	\$1.04	\$2.30*
41 to 45	\$0.30	\$0.43	66 to 69	\$1.64	\$2.63*
46 to 50	\$0.44	\$0.67			

\*Available only under Recognition of Prior Coverage and Continuation of Coverage.

## How To Calculate *Your* Premium

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

### To calculate *your* monthly premium:

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

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

Examples:

#### Single Applicant

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

	Life	Critical Illness
Step 1:	\$0.14	\$0.16
Step 2:	$\$0.14 \times \$100,000$ = \$14,000	$\$0.16 \times \$100,000$ = \$16,000
Step 3:	$\$14,000 \div 1000$ = \$14.00	$\$16,000 \div 1000$ = \$16.00
Step 4:	N/A	N/A
Monthly premium $\$14.00 + \$16.00 = \$30.00$ , plus applicable provincial sales tax		

#### Multiple Applicants

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

	Life	Critical Illness
Step 1:	$\$0.14 + \$0.21 = \$0.35$	$\$0.16 + \$0.23 = \$0.39$
Step 2:	$\$0.35 \times \$100,000$ = \$35,000	$\$0.39 \times \$100,000$ = \$39,000
Step 3:	$\$35,000 \div 1000$ = \$35.00	$\$39,000 \div 1000$ = \$39.00
Step 4:	$\$35.00 - 25\% = \$26.25$	$\$39.00 - 25\% = \$29.25$
Monthly premium $\$26.25 + \$29.25 = \$55.50$ , plus applicable provincial sales tax		

## Continuation of Coverage

*You* are 35 years old, *you* have a \$250,000 *Mortgage* and *you* refinance to \$300,000. If *you* are eligible for *Continuation of Coverage*, *your* monthly insurance premium would be:

	Original Coverage Premium Rate		Continuation of Coverage Premium Rate
Age	35	Age	40
Rate Per \$1000	\$0.14 for Life \$0.16 for Critical Illness	Rate Per \$1000	\$0.21 for Life \$0.23 for Critical Illness
Mortgage Amount	\$250,000	Mortgage Amount	\$300,000
Total Monthly Premium	\$75.00	Total Monthly Premium	\$132.00
Monthly premiums are based on your age at the time you apply or re-apply			

## Additional Information

As a general rule, a *Mortgage* is insured if there is an outstanding balance. The following exception applies with respect to the purchase of real estate:

- *you* enter into an Agreement of Purchase and Sale for a house or other real estate; and
- *TD Canada Trust* commits to advance funds to pay for the real estate; and
- *you* suffer a loss that would be covered under this Certificate of Insurance after coverage starts but before the funds are advanced;

then in this instance, the amount of that *Mortgage* advanced by *TD Canada Trust* to pay for the real estate will be included to calculate the benefit.

# Definitions Of The Terms We've Used

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

<b>Accident</b>	<p>a violent, sudden and unexpected action from an external source but does not include injuries resulting either directly or indirectly from any illness, medical condition or congenital defect, regardless of:</p> <ul style="list-style-type: none"> <li>• whether the illness or condition arose before or after <i>your</i> coverage starts;</li> <li>• how the insured person came to suffer from the illness or condition; or</li> <li>• whether the illness, condition or defect or resulting injury was expected or unexpected.</li> </ul>
<b>Acute Heart Attack</b>	<p>the death of a portion of <i>your</i> heart muscle resulting from inadequate blood supply for which the following test results are confirmed:</p> <ul style="list-style-type: none"> <li>• an increase of cardiac bio-markers and/or enzymes found in the blood stream, as a result of damaged heart muscle tissue, to levels considered diagnostic for an acute myocardial infarction.</li> </ul> <p>Diagnosis of the <i>Acute Heart Attack</i> must be made by a qualified cardiac specialist.</p> <p><b>Acute Heart Attack does not include:</b></p> <ul style="list-style-type: none"> <li>• an incidental finding of electrocardiogram changes suggesting a prior myocardial infarction with no corroborating event;</li> <li>• an increase of cardiac bio-markers and/or enzymes due to coronary angioplasty (a medical procedure involving the ballooning of a narrowed coronary artery) unless there are new elevations of ST segments in the involved electrocardiogram leads considered diagnostic for an acute myocardial infarction; or</li> <li>• an increase of cardiac bio-markers and/or enzymes in the blood stream due to pericarditis or myocarditis.</li> </ul>
<b>Application</b>	<p>the completed written, printed, electronic and/or telephone <i>Application</i> for <i>Mortgage Life Insurance</i> or <i>Mortgage Critical Illness and Life Insurance</i> or the <i>Continuation of Coverage for Life and Critical Illness Insurance</i> or the <i>Continuation for Life and add Critical Illness</i> including the <i>Health Questionnaire</i>, if applicable.</p>
<b>Cancer (life threatening)</b>	<p>a life-threatening tumour characterized by the uncontrollable growth and spread of malignant cells.</p> <p><b>Cancer (life threatening) does not include:</b></p> <ul style="list-style-type: none"> <li>• carcinoma in situ;</li> <li>• malignant melanoma to a depth of .75mm or less;</li> <li>• skin <i>Cancer</i> that has not spread beyond the deepest layer of the skin;</li> <li>• Kaposi's sarcoma;</li> <li>• Stage A (T1A or T1B) prostate <i>Cancer</i>; or</li> <li>• any diagnosis or investigation leading to a diagnosis, which occurs within 90 days when <i>your</i> coverage starts.</li> </ul>
<b>Continuation of Coverage</b>	<p>Continuation of Coverage is available for customers with existing <i>Mortgage Life Insurance</i> or <i>Life and Critical Illness Insurance</i> who have decided to refinance or replace their existing TD Canada Trust mortgage and wish to continue with their existing coverage.</p>

<b>Creditor Defined Plan</b>	<p><i>Life Insurance</i> or <i>Critical Illness and Life Insurance</i> for a 5-year period of coverage, up to a maximum of \$500,000 for Life and \$500,000 for Critical Illness. Individuals enrolled in this plan must re-apply if seeking to maintain credit protection on their <i>Mortgage</i> beyond their 5-year period of coverage.</p>
<b>Critical Illness Insurance</b>	<p>coverage for <i>Cancer (life threatening)</i>, <i>Acute Heart Attack</i> and <i>Stroke</i>, as more fully described in the "<i>Critical Illness Insurance</i>" section.</p>
<b>Health Questionnaire</b>	<p>the detailed questionnaire that must be completed in order to be considered for coverage on the full term of <i>your Mortgage</i> if you answer "YES" to any of the health questions on the <i>Application</i>.</p>
<b>Life Insurance</b>	<p>includes life, terminal illness and accidental dismemberment coverages.</p>
<b>Mortgage</b>	<p><i>your TD Canada Trust</i> conventional or default insured <i>Mortgage</i>.</p> <p><i>Mortgage</i> does not include self-directed RSP mortgages or <i>mortgage</i> on commercial properties.</p>
<b>Original Application</b>	<p>The <i>Application</i> completed when you apply for <i>Life Insurance</i> or <i>Life and Critical Illness Insurance</i> for the first time with us and which results in the issuance of the Original Coverage.</p>
<b>Policy</b>	<p>group <i>Policy</i> #G/H.60154 issued by Canada Life to <i>TD Bank</i>, which provides life, terminal illness and optional critical illness coverages, and group <i>Policy</i> #G/H.60154AD issued by TD Life to <i>TD Bank</i>, which provides accidental dismemberment coverage.</p>
<b>Stroke</b>	<p>a cerebrovascular event producing neurological sequelae lasting more than 30 consecutive days and caused by thrombosis, hemorrhage or embolism from an extra-cranial source, and for which there is evidence of measurable, objective neurological deficit.</p> <p><b>Stroke does not include:</b></p> <ul style="list-style-type: none"> <li>• Transient Ischemic Attacks</li> </ul>
<b>TD Bank</b>	<p>The Toronto-Dominion Bank.</p>
<b>TD Canada Trust</b>	<p><i>TD Bank</i> and those of its affiliates that provide <i>Mortgages</i>.</p>
<b>You and your</b>	<p>the borrower(s) or guarantor(s) who is/are insured under the <i>Policy</i>.</p>
<b>We, us and our</b>	<p>TD Life for accidental dismemberment coverage, and Canada Life for all other coverages, as applicable.</p>

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



## Commonly Asked Questions

### About *Mortgage Critical Illness and Life Insurance*

#### Is This Insurance Mandatory?

Applying for the *Mortgage Life Insurance* or the *Life and Critical Illness Insurance* is optional. You aren't required to have this product to obtain any *TD Canada Trust* products or services. But remember the benefits. If you were to die, suffer an accidental dismemberment or be diagnosed with a terminal illness or critical illness without it, would your family be able to take care of the payments needed to live in your home?

#### Can You Sign Up At Any Time?

Yes. As long as the *Policy*\* remains in force and you remain eligible to apply, there are no time constraints preventing you from taking advantage of low-cost coverage to protect your *Mortgages*. Your *TD Canada Trust* representative will be pleased to provide you with a *Mortgage Critical Illness and Life Insurance Application*.

#### What If You Change Your Mind?

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

You can cancel your own coverage at any time without the consent of the other borrowers by phone or by written request.

#### To Cancel By Phone

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

#### To Cancel By Written Request

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

#### Is Your Balance Covered In Full?

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

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

- \$500,000 for *Life Insurance*; and
- \$500,000 for *Critical Illness Insurance*.

If the total of all your *Mortgages* is higher, you may have partial coverage on some of the *Mortgages*. Also, if you're not eligible for insurance based on your health or age, you might be approved for coverage if you were insured on a previous product. Sometimes, depending on the amount you were previously insured for, the maximum benefit under your new *Mortgage* may be less than the *Mortgage* amount.

For more information, please refer to sections "Maximum *Life Insurance* Amounts You Can Apply For" and "Maximum *Critical Illness Insurance* Amounts You Can Apply For" in this booklet.

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

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

**For example:** Your insurance will end when you turn 70 years old or if your insurance premiums are in arrears for more than three months.

For more information, please refer to sections "When Your *Life Insurance* Ends" or "When Your *Critical Illness Insurance* Ends" in this booklet.

#### How is Your Personal Information Treated?

Your right to privacy is important to us. No information is shared without your written approval. In your *Mortgage Critical Illness and 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 at **1-888-983-7070**.

#### Who Do I Contact For More Information?

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

\*Group *Policy* #G/H.60154 issued by Canada Life to *TD Bank*, which provides life, terminal illness and optional critical illness coverages and group *Policy* #G/H.60154AD issued by TD Life to *TD Bank* which provides accidental dismemberment coverage.

# ▶ Privacy Agreement

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

You acknowledge, authorize and agree as follows:

## Collecting And Using Your Information

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

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

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

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

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

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

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

## Disclosing Your Information

We may disclose Information, including as follows:

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



## Sharing Information Within TD

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

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

You may not withdraw your consent for these purposes.

Within TD we may also share Information world-wide, other than 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](http://www.consumer.equifax.ca) and [www.transunion.ca](http://www.transunion.ca). Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

**Fraud** - In order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, we may collect from, use and disclose your Information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions. For these purposes, your Information may be pooled with data belonging to other individuals and subject to data analytics.

**Insurance** – This section applies if you are applying for, requesting prescreening for, modifying or making a claim under, or have included with your product, service or account, an insurance product that we insure, reinsure, administer or sell. We may, collect, use, disclose and retain your Information, including health-related Information. We may collect this Information from you or any health care professional, medically-related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada, with knowledge of your Information.

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

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

We may use your Information to:

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

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

If we collect your health-related Information for the purposes described above, it will not be shared within TD, except to the extent that a TD company insures, reinsures, administers or

sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

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

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

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

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

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

## MORE INFORMATION

This Agreement must be read together with our Privacy Code, which includes our Online Privacy Code and our Mobile Apps Privacy Code. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Agreement and our privacy practices, visit [www.td.com/privacy](http://www.td.com/privacy) or contact us for a copy.

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

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

## Protecting Your Personal Information

At **The Canada Life Assurance Company (Canada Life)**, we recognize and respect the importance of privacy. When you apply for coverage, we establish a confidential file that contains your personal information. This file is kept in the offices of Canada Life or the offices of an organization authorized by Canada Life. You may exercise certain rights of access and rectification with respect to the information in your file by sending a request in writing to Canada Life's address listed in this Application. We limit access to personal information in your file to Canada Life staff or persons authorized by Canada Life who require it to perform their duties and to persons to whom you have granted access. In addition, as personal information may be collected, used, disclosed or kept in or outside Canada, it may be subject to disclosure under applicable Canadian or foreign law. We collect, use and disclose the personal information to process this Application and, if this Application is approved, provide and administer the financial product(s) applied for, investigate and process claims, and create and maintain records concerning our relationship.

For a copy of our Privacy Guidelines or if you have questions about our personal information policies and practices (including with respect to service providers), write to Canada Life's Chief Compliance Officer or refer to [www.canadalife.com](http://www.canadalife.com).

Chief Compliance Officer  
The Canada Life Assurance Company  
330 University Ave  
Toronto, ON M5G 1R8  
[Chief\\_Compliance\\_Officer@canadalife.com](mailto:Chief_Compliance_Officer@canadalife.com)

**Notice given by TD Canada Trust**

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

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

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

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

**Notice of Cancellation of an Insurance Contract**

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

Date: \_\_\_\_\_  
(Date of sending notice)

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

Entered into on: \_\_\_\_\_  
(Date of signature of contract)

In: \_\_\_\_\_  
(Place of signature of contract)

\_\_\_\_\_  
(Name of customer)

\_\_\_\_\_  
(Signature of customer)

\_\_\_\_\_  
(Name of customer)

\_\_\_\_\_  
(Signature of customer)

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

**Please note that if you wish to rescind the Life Insurance portion of your comprehensive Mortgage Critical Illness and Life Insurance, the Life Insurance portion of your comprehensive Line of Credit Critical Illness and Life Insurance or the Life Insurance portion of your comprehensive Loan Life and Disability Insurance, all coverages will be cancelled.**

“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    Critical Illness & Life    Life & Disability   in the amount of \$  

**Notice of Rescission of an Insurance Contract**

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

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

Date: \_\_\_\_\_  
(Date of sending notice)

Pursant to section 441 of the *Act respecting the distribution of financial products and services*, I hereby rescind insurance contract no.: \_\_\_\_\_

(Number of contract, if indicated)

Entered into on: \_\_\_\_\_  
(Date of signature of contract)

In: \_\_\_\_\_  
(Place of signature of contract)

\_\_\_\_\_  
(Name of customer)

\_\_\_\_\_  
(Signature of customer)

\_\_\_\_\_  
(Name of customer)

\_\_\_\_\_  
(Signature of customer)

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

**Please note that if you wish to rescind the Life Insurance portion of your comprehensive Mortgage Critical Illness and Life Insurance, the Life Insurance portion of your comprehensive Line of Credit Critical Illness and Life Insurance or the Life Insurance portion of your comprehensive Loan Life and Disability Insurance, all coverages will be cancelled.**

"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 cancellation or rescission 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.