TD PRIVACY AGREEMENT

In this Agreement, the words "you" and "your" mean any person who has requested from us, or offered to provide a guarantee for, or is insured under any product or service offered by us. The words "we", "us" and "our" mean:

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

TDBFG means TD Bank and its affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word "Information" means personal, financial and other details about you that you provide to us and we obtain from others outside our organization, including through the products and services you use.

You acknowledge, authorize and agree as follows:

COLLECTING AND USING YOUR INFORMATION

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

- details about you and your background, including your name, address, date of birth, occupation and other identification, all of which are required under law
- records that reflect your business dealings with and through us
- your financial preferences and activities.

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

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

You authorize those sources to give us the Information.

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

- verify your identity
- evaluate and process your application, accounts, transactions
- provide you with ongoing service
- analyze your financial needs and activities to help us serve
- help manage and assess our risks, operations and relationship
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

DISCLOSING YOUR INFORMATION

We may disclose Information, including as follows:

- with your consent
- in response to a court order, search warrant or other demand or request, which we believe to be valid
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, to satisfy legal and regulatory requirements applicable to us
- to suppliers, agents and other organizations that perform services for you or for us or on our behalf
- when we buy or sell all or part of our businesses or when considering such transactions
- to help us collect a debt or enforce an obligation owed to us
- where permitted by law.

SHARING INFORMATION WITHIN TDBFG

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

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

ADDITIONAL COLLECTIONS, USES AND DISCLOSURES

Social Insurance Number (SIN) - If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act

your choice to provide it is optional. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

Credit Consent – For a credit card, line of credit, loan, mortgage or other credit facility, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will obtain information and reports about you from credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness and/or establish credit and hold limits. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us, we may from time to time disclose your Information to other lenders and credit reporting agencies seeking such Information, which helps establish your credit history and supports the credit granting and processing functions in general. If you have a credit product with us, you may not withdraw your have us:

Insurance – If you are applying for, requesting prescreening for, modifying or making a claim under an insurance product that we insure, reinsure, administer or sell, we may, if necessary, collect, use, disclose and retain health-related Information about you. We may collect this information from you or any health care professional, medically-related facility, insurance company or other person who has knowledge of your Information. We may also obtain a personal investigation report.

We may use your Information to:

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

We may share your Information with any health-care professional medically-related facility, insurance company or other person who has knowledge of your personal Information, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TDBFG, except to the extent that other TDBFG companies insure, reinsure, administer or sell relevant coverage and the disclosure is required for the purposes described above. Your health-related Information may be shared with administrators, service providers, reinsurers

(Canada). If we ask for your SIN for other products or services, and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers

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

- better understand your financial needs and activities so that we may tell you about other products and services that may be of interest to you, including those offered by our affiliates and third parties we select
- determine your eligibility to participate in contests, surveys or promotions, and to conduct and administer contests that
- conduct research and surveys to assess your satisfaction with us as a customer, and to develop products and services to meet your needs.
- contact you by telephone, fax and automatic dialing-announcing device, at the numbers you have provided us, or by internet, mail and other methods.

With respect to these marketing purposes, you may choose not to

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

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

MORE INFORMATION

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

You acknowledge that we may amend this Agreement and our Privacy Code from time to time to reflect changes in legislation or other issues that may arise. We will post the revised Agreement and Privacy Code on our website listed above. We may also make them available at 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 1-866-315-9069. Please read our Privacy Code for further details about your opt-out choices.



TD VISA* BALANCE PROTECTION INSURANCE

Certificate of Insurance

This Certificate describes coverage under a non-participating Group Policy issued to The Toronto-Dominion Bank ("TD Bank"). Life, Critical Illness and Accidental Death Insurance is underwritten by American Bankers Life Assurance Company of Florida ("ABLAC"), Group Master Policy No. 14263. Total Disability and Involuntary Unemployment Insurance is underwritten by American Bankers Insurance Company of Florida ("ABIC"), Group Master Policy No. 10844. Dismemberment Insurance is underwritten by TD Life Insurance Company ("TD Life"), Group Master Policy No.14263D**. TD Life acts as administrator for ABLAC and ABIC.

Please keep this Certificate with Your other important documents.

If You have any questions about Your coverage, please call TD Life at 1-866-315-9069.

If You are not satisfied with this Certificate and no claim has arisen under it, You may return it to TD Life within 30 days of issue and it will be cancelled and any premium paid will be refunded to You. If You decide to cancel any time after that, any unearned premium will be refunded.

> Jane Duchscher Vice President

TD Life Insurance Company

Keith Demmings Chief Agent ABLAC and ABIC

Weill Cenning

523300(0409)

SECTION 1 – DEFINITIONS¹

Accidental Death means death through accidental means sustained directly and independently of all other causes.

Account means Your TD Visa* Card on which Balance Protection Insurance has been offered and accepted.

Canadian resident resident is any person who: • has lived in Canada for a total of 183 days within the

- last year: or
- is a member of the Canadian Forces

Critical Illness means Acute Heart Attack, Cancer (Life-Threatening) and Stroke, which are defined as

Acute Heart Attack means the death of a portion of your heart muscle resulting from inadequate blood supply for which all of 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.

Acute Heart Attack does not include:

- an incidental finding of ECG changes suggesting a prior myocardial infarction with no corroborating event; or - 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

Cancer (Life-Threatening) means a life-threatening tumor 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 which occurs within 90 days of Your coverage taking effect or any Diagnosis which is made before or after the end of the 90-day period in connection with any symptoms or medical consultation,

treatment, care or services, including prescribed medication, which occur within 90 days of Your coverage taking effect.

Stroke means 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.

An exclusion could apply with respect to any of these Critical Illnesses as described in SECTION 6 -BENEFITS & EXCLUSIONS.

Diagnosis means a diagnosis of a Critical Illness by a Physician, supported by documentation with respect to each requirement set out in the definition of that Critical Illness

Dismemberment means that You suffered a loss as shown on the Schedule below directly due to bodily injury or disease. The loss is beyond remedy by surgical or other means as certified by a Physician. The definitions

- Loss of arm means severance at or above the wrist joint
- Loss of leg means severance at or above the ankle joint Loss due to paraplegia or quadriplegia means accidental severance of the spinal cord resulting in complete and irrevocable paraplegia or quadriplegia
- Loss due to hemiplegia means the complete and irrecoverable paralysis of one side of the body
- Loss of sight means the entire and irrecoverable loss of sight
- Schedule of Losses
- Loss of both arms
- Loss of one arm and one leg
- Loss of one arm and sight of one eye
- Loss of both legs Loss of sight in both eyes
- · Loss of one leg and sight of one eye
- Loss of use of either 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

Effective Date means the date You are enrolled for coverage by TD Bank, as set out on the Coverage Schedule in the cover letter enclosed with this Certificate. Employed means working for salary or wages of a minimum of 25 hours or more per week.

Incurred Amount means the amount outstanding on Your TD Visa Account.

Insurer means TD Life, ABLAC and/or ABIC

Monthly Benefit means the amount calculated in accordance with the Benefit Payments paragraphs described under Total Disability Benefits, Disability Requiring Hospitalization Benefit and Involuntary Unemployment Benefits.

Minimum Payment is as defined in Your cardholder agreement with TD Visa.

Physician means a physician licensed to practice medicine in Canada or the United States, who is not a member of Your immediate family

Primary Cardholder means the person who applied for the Card, whose name is on the Account and to whom the Card has been issued.

Totally Disabled or Total Disability means:

a) during the first 12 consecutive months of disability You are unable to perform the regular duties of Your occupation at the time of disability; or

b) after the first 12 consecutive months of disability You are unable to perform the regular duties of any occupation that You are reasonably qualified for by education, training or experience.

Unemployed/Unemployment means not working for salary or wages.

You or Insured means: The Primary Account Holder

SECTION 2 – ELIGIBILITY¹

For this insurance coverage to be in effect with respect to You all of the eligibility conditions must be met. • You are between the ages of 18 and 65 on Your Effective Date

- You are the Primary Account Holder of a TD Visa Card on which Balance Protection Insurance has been offered and accepted.
- You must be a Canadian resident.

SECTION 3 – INSURANCE CHARGE¹

Your monthly premium charge for Your Account is calculated based on the average daily Visa Card balance and the premium rate set out on the Coverage Schedule in the cover letter attached to this Certificate. You must pay Your monthly premium charge in order to be covered under this Certificate.

Insurance Charges and any applicable taxes will be: a) due with Your Account payment; and b) automatically charged to Your Account.

Changes In Insurance Rates

TD Life may change the insurance rates at any time giving You at least 30 days written prior notice, but only if TD Life will make the same change for all Certificates under the Group Master Policy.

SECTION 4 – TERMINATION OF BALANCE PROTECTION INSURANCE¹

the following conditions occurs:

- a) if You request the cancellation in writing or by phone to TD Life:
- b) if the credit privileges on Your Account are cancelled;
- Your insurance coverage will terminate when the first of c) if the Group Master Policy is cancelled; d) if You die:
 - e) if Your Account is terminated;

 - f) if You receive a Critical Illness claim benefit:
- g) when You turn 66, all Dismemberment, Total Disability, Critical Illness and Involuntary Unemployment Insurance will terminate, and all Life coverage will convert to Accidental Death on the next Account statement date after You turn 66.

SECTION 5 – ALL CLAIMS¹

- Contact TD Life at 1-866-315-9069 for information on completing and submitting a claim.
- Claim forms should be completed and sent to TD Life within 90 days of the loss, except for life insurance claims. If a claim is otherwise valid, it will be honoured even if the forms are sent to TD Life after 90 days if it was not reasonably possible to send them earlier.
- Your insurance must not have been terminated at the time of loss (refer to the termination section for details).

statement immediately following the date of Your Total

subsequent months, provided You are still eligible, will

as of the date of Your Total Disability; or (b) \$10 and

Note: TD Visa will continue to charge interest on the

TD Visa Balance Protection Plus will continue to be

charged to Your Account monthly. Since the benefit

outstanding amount of Your Account and premiums for

amount payable by ABIC each month remains level after

the second Monthly Benefit payment, You may need to

make payments to Your Account to cover these charges

Account, Total Disability benefit payments will continue.

cancelled after the benefits become payable, until the first

c) 24 consecutive Monthly Benefit payments have been

d) the Incurred outstanding balance as at the time of

Total Disability has been paid by ABIC; or

Note: Once benefit payments terminate, You are

• If Your benefit payments stop because You are no

longer Totally Disabled, but within two weeks of

stopping the benefit Your Total Disability recurs,

benefit payments can continue without interruption

• If it is determined that You are permanently and

b) pay the Incurred outstanding balance of Your

During the initial period of Total Disability, You will have

expense, on a form provided by TD Life or acceptable to

request, and at Your expense, You will give proof of Your

You will be re-eligible for Total Disability benefits after

No benefit is paid if the Total Disability results directly or

within the first six months of the Effective Date of

You had symptoms or received medical consultation

medication, within six months immediately prior to

this Certificate that was diagnosed, or for which

treatment, care or services, including prescribed

the completion of payments under a Total Disability

claim if You have been Employed for a period of

• a disease or physical condition which occurs

the Effective Date of this Certificate;

· the commission or attempted commission of

Your attending Physician submit a statement, at Your

TD Life, that You are Totally Disabled, Upon Our

Totally Disabled, it will be Our option to:

a) make the Monthly Benefit Payment; or

Account as at the time of loss.

continuing Total Disability each month.

• intentionally self-inflicted injury;

Proof of Total Disability

Re-eligibility

30 consecutive days.

· normal pregnancy

attempted suicide:

indirectly from:

responsible for any remaining balance on Your Account.

This balance may consist of interest and TD Visa Balance

and minimize the amount of interest charged to Your

even if the insurance provided under the Certificate is

be equal to the greater of: (a) 3% of the Incurred Amount

The Monthly Benefit payment for the second and

shall remain level thereafter.

of the following events occur:

b) You become Employed: or

Protection Insurance premiums.

a) You are no longer Totally Disabled: or

e) \$10,000 of benefits has been paid; or

- TD Life decides whether a claim is payable. • TD Life may ask for additional information or medical evidence. TD Life may also request further examination by a Physician of its choice.
- The claimant pays any costs associated with filing any claim.
- All regular Insurance Charges must have been paid at the time of loss and must continue to be paid.

SECTION 6 – BENEFITS & EXCLUSIONS¹

Upon receiving proof of Your Death, ABLAC will pay the amount Incurred on Your Account at the time of the event causing the claim, to a maximum of \$10,000. If You have more than one Account, the total insurance provided under all Your Accounts cannot exceed \$10,000. In no event will the total benefit exceed the amount that appears on Your Account statement plus any unpaid purchases or charges made prior to the time of loss. All benefits are paid to TD Bank to be credited to Your Account.

Proof of Death

Proof of Death means a certified copy of the Insured's death certificate and, upon request by TD Life, an attending Physician's statement may also be required.

Exclusion The Life Insurance benefit is not paid if

- Death is due to intentionally self-inflicted injuries or suicide, while sane or insane, within six months of the Effective Date of insurance;
- Death is the result of a criminal offense committed by You.

ii) DISMEMBERMENT BENEFITS3

Upon receiving the proof of Your Dismemberment, TD Life will pay the Incurred Amount at the date of the event causing Your Dismemberment, to a maximum of \$10,000. If You have more than one Account, the total insurance provided under all Your Accounts cannot exceed \$10,000. In no event will the total benefit exceed the amount that appears on Your Account statement plus any unpaid purchases or charges made prior to the date of loss. All benefits are paid to TD Bank to be credited to Your Account.

Proof of Dismemberment

Proof of Dismemberment means a statement, completed by Your attending Physician, at Your expense, on a form provided by TD Life or acceptable to TD Life, that You have suffered a Dismemberment, as defined.

Exclusion

- No Dismemberment benefit is paid if
- the Loss is directly or indirectly due to intentionally self-inflicted injuries or attempted suicide while sane or
- if an accident occurred before the Effective Date of Coverage, or if an accident occurred more than 12 months before the date of loss.

iii) TOTAL DISABILITY BENEFITS4

ABIC will pay Total Disability benefits if You: a) become Totally Disabled as a result of: i) accidental bodily injury; or ii) sickness; and

b) are regularly attended by a licensed Physician; and c) were Employed immediately prior to the date of loss and remain Totally Disabled for more than 30 consecutive days.

Benefit Payments

Benefits will be payable to TD Bank and will be made: a) monthly: and

b) after 30 days following the start of Your Total Disability.

The Monthly Benefit payment for the first month You are entitled to Total Disability benefits will be equal to the greater of: (a) 3% of the Incurred Amount as of the date of Your Total Disability; or (b) the Minimum Payment due under Your TD Visa as shown on Your monthly

a criminal offence: or

abuse of drugs or alcohol, unless You are confined in a hospital or participating in a program of rehabilitation satisfactory to TD Life

v) INVOLUNTARY UNEMPLOYMENT BENEFITS ABIC will pay Involuntary Unemployment benefits

- a) You experience a period of Involuntary Unemployment or are Unemployed due to labour disputes; strikes; or lockouts; and
- b) have been Employed in a non-seasonal occupation with the same employer for at least three consecutive months immediately prior to the date of loss and remain Unemployed for more than 30 consecutive days: and

c) are eligible for HRSDC benefits.

Benefit Payments

Benefits will be payable to TD Bank and will be made: a) monthly; and

b) after 30 days following the start of Your Involuntary Unemployment. The Monthly Benefit payment for the first month You are

entitled to Involuntary Unemployment benefits will be equal to the greater of: a) 3% of the Incurred Amount as of the date of Your Involuntary Unemployment: or b) the Minimum Payment due under Your TD Visa as shown on Your monthly statement immediately following the date of Your Involuntary Unemployment.

The Monthly Benefit payment for the second and subsequent months, provided You are still eligible, will be equal to the greater of: a) 3% of the Incurred Amount as of the date of Your Involuntary Unemployment: or b) \$10and shall remain level thereafter.

Note: TD Visa will continue to charge interest on the outstanding amount on Your Account and premiums for TD Visa Balance Protection Plus will continue to be charged to Your Account monthly. Since the benefit amount payable by ABIC each month remains level after the second Monthly Benefit payment, You may need to make additional payments to Your Account to cover these charges and minimize the amount of interest charged to Your Account. Involuntary Unemployment benefit payments will continue, even if the insurance provided under the Certificate is cancelled after the benefits become payable, until the first of the following events occurs: a) You return to work: or

- b) 24 consecutive Monthly Benefit payments have been made: or
- c) the Incurred Amount as at the time of Involuntary Unemployment has been paid by ABIC; or d) \$10,000 of benefits has been paid.

Note: Once the benefit payments terminate, You are responsible for any remaining balance on Your Account This balance may consist of interest TD Visa Balance Protection Insurance premiums.

Proof of Involuntary Unemployment

In order to qualify for Involuntary Unemployment Benefits, unless You are Unemployed due to labour disputes, strikes, or lockouts. You must be registered and eligible for benefits with Human Resources and Skills Development Canada (HRSDC).

Registration must continue for the entire period of the payments of benefits so long as You remain eligible for HRSDC benefits, failing which, payments will be suspended until registration or re-registration occurs.

cont'd on next page

SECTION 6 (cont'd) – BENEFITS & EXCLUSIONS¹

Upon Our request, You will give proof of Your continuing v) CRITICAL ILLNESS BENEFIT² Unemployment by submitting an affidavit, executed in ABLAC will pay the amount Incurred on Your Account at Canada, provided by TD Life, to be signed by You and a the time of the diagnosis of a Critical Illness, as defined, to witness attesting to Your continuing Unemployment.

Re-eligibility

You will be re-eligible for Involuntary Unemployment Benefits after the completion of payments under an Involuntary Unemployment claim when You become reeligible for HRSDC benefits.

Involuntary Unemployment benefits will not be paid for: a) retirement whether voluntary or mandatory;

- b)self-employed persons: c) resignation from Your Employment;
- d) loss of seasonal Employment:
- e) loss of part-time Employment (less than 25 hours
- per week): f) dismissal for cause:
- g) Disability:
- h) maternity or parental leave;
- i) Unemployment for any reason within 30 days from the Effective Date of this Certificate:
- j) Unemployment that You knew would be occurring at the time You applied for insurance;
- k) Unemployment due to a criminal offence; or l) the abuse of drugs or alcohol.

a maximum of \$10,000. If You have more than one Account, the total insurance provided under all Your Accounts cannot exceed \$10,000. In no event will the total benefit exceed the amount that appears on Your Account statement plus any unpaid purchases or changes made prior to the time of loss.

All benefits are paid to TD Bank to be credited to Your Account.

Proof of Critical Illness

Proof of Critical Illness means a statement, completed by Your attending Physician, at Your expense, on a form provided by TD Life or acceptable to TD Life, that You

- No Critical Illness benefits will be paid for claims where:
- the Critical Illness results from a medical condition for which You had symptoms or received medical consultation treatment care or services including prescribed medication, during the six months
- event will the total benefit exceed the amount that appears on Your Account statement plus any unpaid purchases or
 - **Proof of Accidental Death** Proof of Accidental Death means a certified copy of the Insured's death certificate and, upon request by TD Life,

SECTION 7 – GENERAL CONDITIONS

Claim Benefits: Any benefit paid for an Insured under any coverage will not be paid under another coverage for the same occurrence covered by this Certificate. It You are eligible concurrently for a benefit payable for more than one insured event covered by this Certificate, the benefit paid shall be limited to the most generous one for the Insured. The Insured shall be entitled to only one benefit at a time.

Currency

All payments under this Certificate are to be made in Canadian dollars. Misstatement of Age

If TD Life become aware that You are not eligible for

coverage due to age on the Effective Date, TD Life will refund all premiums paid for coverage during the period that You are not eligible.

After You submit a Proof of Claim, the insurer may

require You to be examined by a Physician of its choice. Assignment You may not assign Your rights and interests under this

Legal Action

No legal action may be brought against TD Life, ABLAC or ABIC unless it is brought: a) after the expiration of 60 days after the requirements described in the claims provision

b) less than three years after the claim became payable, or would have become payable if it had been a valid claim, unless otherwise stated by

If You Have A Problem or Concern

above have been met: and

If You have a complaint or inquiry about any aspect of this insurance on your TD Visa Account, please call TD Life at 1-866-315-9069. We will do our best to resolve

Your complaint or inquiry. If You are not satisfied with the solution You receive, then TD Life representative will elevate Your problem – communicating all relevant details on Your behalf to a representative of

contact with the TD Ombudsman, You may communicate the complaint or inquiry in writing to: Ombudsman for Banking Services and Investments.

any conflict between this Certificate and any of the group master policies, it is the group master policy that

Entire Contract and Changes

The entire contract consists of the group master policies and Your Certificate. The group master policies may be changed at any time without Your consent. No change of the group master policies and no waiver of any of its provisions will be valid unless made in writing and

You may examine any of the group master policies at the Head Office of each insurer during regular business hours. On request, TD Life will send You a copy of the

For Life, Critical Illness and Accidental Death coverage: American Bankers Life Assurance Company of

Any part of this Certificate which, on its Effective Date 5160 Yonge Street, Northeast Tower, Suite 500 North York, Ontario

> American Bankers Insurance Company of Florida 5160 Yonge Street, Northeast Tower, Suite 500 North York, Ontario

For Dismemberment Coverage TD Life Insurance Company Richmond Adelaide Centre 120 Adelaide Street West, 2nd Floor Toronto, Ontario M5H 1T1

* Trade-mark of The Toronto-Dominion Bank

* Visa International Service Association/TD Life, ABLAC, ABIC are authorized users of Mark.

** TD Bank receives a fee from the insurers with respect to premium collection under the group policies. Other than TD Life acting as an administrator for ABIC and ABLAC, TD Bank does not act as an agent for either insurer. TD Life is a wholly owned subsidiary of TD Bank. Neither ABLAC, ABIC or TD Bank have an equity interest in the other.

Cancellation of Certificate or Policy

- Underwritten by TD Life Insurance Company.
- 4 Underwritten by American Bankers Insurance Company of Florida.

have suffered a Critical Illness, as defined.

- the Critical Illness is diagnosed within the first
- six months of Your coverage Effective Date and
- immediately prior to Your coverage Effective Date; or You had ever been previously diagnosed with the same type of Critical Illness (i.e. cancer, heart attack or stroke) any time prior to the Effective Date of Coverage;

TD Insurance Customer CARE. If Your problem or

0319. If Your concern still remains unresolved after

P.O. Box 896, Station Adelaide, M5C 2K3. If Your

found in federal law please contact the Financial

Ontario KIR 1B9. For more information, visit the

made to the best of Your knowledge and belief. No

You. After two years from the Effective Date, no

statement made by You can be used to void this

shown in the Coverage Schedule in the cover letter

attached to this Certificate, conflicts with the federal

statutes or statutes of the province where it is delivered

You may cancel this Certificate at any time by notifying

TD Life in writing, and no further premiums will be due.

Although TD Life, ABLAC, ABIC and TD Canada

respective group master policies. If this happens, TD

TD Canada Trust reserve the right to cancel their

Trust intend and expect that the Group Master Policy

will continue indefinitely, TD Life, ABLAC, ABIC and

Life will notify You at least 30 days before the effective

date of cancellation, and TD Life will honour all valid

statement can be used to void this insurance or deny a

claim unless that statement is in writing and signed by

How Your Statements Affect this Certificate

complaint or inquiry concerns any consumer provision

Consumer Agency of Canada at 1-866-461-3222 or in

writing at 6th Floor, 427 Laurier Avenue West, Ottawa,

All statements made by You are considered to have been

Toronto-Dominion Centre, Toronto, Ontario, M5K 1A2

or by telephone: 416-982-4884 or toll free at 1-888-361-

concern remains unresolved, You may contact the

TD Ombudsman by mail: P.O. Box 1.

website at www.td.com/comments.isp

insurance or denv a claim.

Conformity with Statutes

of those statutes.

Previously Issued Certificates

The Policy and this Certificate

This Certificate replaces all Certificates previously issued under the group master policies.

• You are diagnosed with cancer in the first 90 days

medical consultation, treatment, care or services.

payable to You with respect to Cancer

· use of illegal or illicit drugs or substances;

Certificate and all insurance will terminate

· misuse of medication obtained with or without

• the claim occurs in connection with:

(Life-Threatening); or

following Your Effective Date or You are diagnosed at

period, with cancer in connection with any symptoms or

including prescribed medication, which occur within the

first 90 days. If this occurs, no benefit will ever be

Once a Critical Illness benefit has been paid to You, this

i) ACCIDENTAL DEATH BENEFIT AT AGE 66 OR OVER2

Upon receiving proof of Your Accidental Death, ABLAC

will pay the Incurred Amount at the date of the accident

causing death to a maximum of \$10,000. If You have

more than one Account, the total insurance provided

under all Your Accounts cannot exceed \$10,000. In no

charges made prior to the date of accident causing death.

an attending Physician's statement may also be required.

any time, either before or after the end of this 90-day

This Certificate contains the terms of the group master policies as they relate to Your coverage. In the case of

signed by one of the officers of each insurer.

Group Master Policy

M2N 7C7 For Disability and Involuntary Unemployment to You, is changed to conform to the minimum standards

1 Applicable to American Bankers Life Assurance Company of Florida, American Bankers Insurance Company of Florida and TD Life Insurance Company

claims arising before that date.

- 2 Underwritten by American Bankers Life Assurance Company of Florida.