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 policy issued to The Toronto-Dominion Bank ("TD Bank");
- (3) any company that will in future insure a group policy issued to TD Bank that provides coverage that replaces all or part of an insurance policy listed in (2) or any other insurance currently provided by TD Life;
- (4) any company that provides reinsurance to any company listed in (1) through (3); and
- (5) service providers for any company listed in (1) through (4).

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

You acknowledge, authorize and agree as follows:

COLLECTING AND USING YOUR INFORMATION

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

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

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

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

You authorize those sources to give us the Information.

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

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

DISCLOSING YOUR INFORMATION

We may disclose Information, including as follows:

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

SHARING INFORMATION WITHIN TDBFG

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

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

ADDITIONAL COLLECTIONS, USES AND DISCLOSURES

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

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

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

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

We may use your Information to:

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

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

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

providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

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

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

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

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

MORE INFORMATION

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

You acknowledge that we may 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 PLUS

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. 0507LBPP. Total Disability, Disability Requiring Hospitalization and Involuntary Unemployment Insurance is underwritten by American Bankers Insurance Company of Florida ("ABIC"), Group Master Policy No. 0507BPP. 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, Assurant Solutions™ companies.

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

Mar Goofes

Keith Demmings Chief Agent

ABLAC and ABIC

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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

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

vear: or is a member of the Canadian Forces

Protection Plus has been offered and accepted.

Critical Illness means Acute Heart Attack Cancer

(Life-Threatening) and Stroke, which are defined as follows: 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.

For this insurance coverage to be in effect with respect to You, all of the eligibility conditions must be met.

SECTION 2 – ELIGIBILITY¹

- · You are between the ages of 18 and 65 on Your
- You are the Primary Cardholder of a TD Visa Card on which Balance Protection Plus has been offered and

Stroke does not include Transient Ischemic Attacks.

Illnesses as described in SECTION 6 – BENEFITS &

Diagnosis means a diagnosis of a Critical Illness by a

Physician, supported by documentation with respect to each

Dismemberment means that You suffered a loss as shown on

requirement set out in the definition of that Critical Illness.

the Schedule below directly due to bodily injury or disease.

The loss is beyond remedy by surgical or other means as

Loss of arm means severance at or above

• Loss due to paraplegia or quadriplegia means

complete and irrevocable paraplegia or

accidental severance of the spinal cord resulting in

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 leg means severance at or above

EXCLUSIONS

certified by a Physician.

The definitions are below

the wrist joint

the ankle joint

loss of sight

Schedule of Losses

· Loss of both arms

· Loss of both legs

· Loss of one arm and one leg

· Loss of sight in both eyes

paraplegia or quadriplegia

body due to hemiplegia

letter enclosed with this Certificate.

of 25 hours or more per week.

· Loss of one arm and sight of one eye

· Loss of one leg and sight of one eye

• Loss of use of either both legs or all limbs due to

Loss of use of an arm and leg on one side of the

Effective Date means the date You are enrolled for coverage by

TD Bank, as set out on the Coverage Schedule in the cover

Employed means working for salary or wages of a minimum

Group Policy(ies) means Group Master Policy No. 0507LBPP

for Life, Critical Illness and Accidental Death Insurance which

is underwritten by American Bankers Life Assurance Company

of Florida ("ABLAC"), Group Master Policy No. 0507BPP for

Involuntary Unemployment Insurance which is underwritten

Total Disability, Disability Requiring Hospitalization and

by American Bankers Insurance Company of Florida

An exclusion could apply with respect to any of these Critical

· You must be a Canadian resident.

("ABIC"), and Group Master Policy No. 14263D** for

Hospitalized or Hospitalization means confinement in a legally

provides 24 hour nursing care by registered nurses, organized

facilities for diagnosis and major surgical procedures, operates

Dismemberment Insurance which is underwritten by

constituted accredited hospital in North America which

primarily for the care and treatment of sick and injured

persons, maintains x-ray equipment and operating room

Physician due to an accidental bodily injury or sickness.

Insurer means TD Life, ABLAC and/or ABIC.

facilities and is under the medical supervision of a licensed

Incurred Amount means the amount outstanding on Your TD

Monthly Renefit means the amount calculated in accordance

with the Benefit Payments paragraphs described under Total

Physician means a physician licensed to practice medicine in

Canada or the United States who is not a member of Your

Primary Cardholder means the person who applied for the

Card, whose name is on the Account and to whom the Card

Spouse means the person who is lawfully married to You, or

the person who has been living with You for at least one year

a) during the first 12 consecutive months of disability You are

unable to perform the regular duties of Your occupation at

unable to perform the regular duties of any occupation that

You are reasonably qualified for by education, training or

Unemployed/Unemployment means not working for salary or

a) for Life, Dismemberment, Total Disability, Critical

Illness, Disability Requiring Hospitalization and

b) for Involuntary Unemployment Insurance - the

Accidental Death Insurance - the Primary Cardholder

b) after the first 12 consecutive months of disability You are

and is publicly represented as Your spouse.

Totally Disabled or Total Disability means:

the time of disability; or

You or Insured means:

and Spouse; and

Primary Cardholder only.

Disability Benefits, Disability Requiring Hospitalization

Benefit and Involuntary Unemployment Benefits.

immediate family.

has been issued.

TD Life Insurance Company ("TD Life").

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

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

SECTION 4 – TERMINATION OF BALANCE PROTECTION PLUS¹

Your insurance coverage will terminate when the first of 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;
- e) if Your Account is terminated:

d) if You die:

- f) if You receive a Critical Ilness benefit;
- g) when You turn 66, all Dismemberment, Total Disability, Disability Requiring Hospitalization, Critical Illness and

c) if one or more of the Group Master Policies are cancelled;

- Involuntary Unemployment Insurance will terminate, and all Life coverage will convert to Accidental Death on the next
- Account statement date after You turn 66. h) when the Incurred Amount on Your Account has been paid
- in full as a result of Your Disability Requiring Hospitalization for a period of more than 30 days

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)
- 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
- · 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 BENEFITS

Upon receiving the proof of Your Dismemberment, TD Life ill 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. În 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 BENEFITS

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 statement immediately following the date of Your Total Disability.

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 Total Disability: or (b) \$10 and shall remain level thereafter.

Note: TD Visa will continue to charge interest on the outstanding amount of 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 payments to Your Account to cover these charges and minimize the amount of interest charged to Your Account. Total Disability 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 occur:

- a) You are no longer Totally Disabled; or
- b) You become Employed; or
- c) 24 consecutive payments have been made; or d) the Incurred Amount as at the date of
- Total Disability has been paid by ABIC; or e) \$10,000 of benefit has been paid; or
- f) You die.

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

- · 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 Totally Disabled, it will be TD Life option to: a) make the Monthly Benefit payment; or
- b) pay the Incurred outstanding balance of Your Account as at the time of loss.

Proof of Total Disability

During the initial period of Total Disability, You will have Your attending Physician submit a statement, at Your expense, on a form provided by TD Life or acceptable to TD Life, that You are Totally Disabled. Upon TD Life request, and at Your expense, You will give proof of Your continuing Total Disability each month

You will be re-eligible for Total Disability benefits after the

Re-eligibility

completion of payments under a Total Disability claim if You have been Employed for a period of 30 consecutive days

- indirectly from: normal pregnancy;
- · intentionally self-inflicted injury; a disease or physical condition which occurs within the first six months of the Effective Date of this Certificate that was diagnosed, or for which You had symptoms or received medical consultation, treatment, care or services, including prescribed medication, within six months

No benefit is paid if the Total Disability results directly or

- immediately prior to the Effective Date of this Certificate; attempted suicide;
- the commission or attempted commission of 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.

DISABILITY REQUIRING HOSPITALIZATION BENEFIT ABIC will pay Disability Requiring Hospitalization benefits

- if You: a) become Hospitalized due to accidental bodily injury or sickness; and
- b) remain Hospitalized for at least 24 hours or for more than 30 consecutive days.

Benefit Payments

Benefit payments will be made to TD Bank if: a) You are Hospitalized for at least 24 hours, We will pay

- an amount equal to the greater of : a) 3% of the Incurred Amount as of the date of Your Disability Requiring Hospitalization or b) the Minimum Payment due under Your TD Visa as shown on Your monthly statement immediately following the date of Your Disability Requiring Hospitalization, and
- b) You are Hospitalized for more than 30 consecutive days. We will pay the Incurred Amount as of the date of Your Disability Requiring Hospitalization less the Benefit previously paid following Your initial 24 hours of Disability Requiring Hospitalization, up to a maximum of \$10,000

Note: TD Visa will continue to charge interest on the outstanding amount of Your Account and premiums for TD Visa Balance Protection Insurance Plus will continue to be charged to Your Account monthly.

Proof of Disability Requiring Hospitalization

Proof of Disability Requiring Hospitalization means a statement indicating that You were admitted and later discharged (discharge summary), and Your Hospitalization meets the length of time required for the applicable benefit payment. This proof must be provided at Your own expense, and on a form that is acceptable to TD Life.

Re-eligibility

You will be re-eligible for a 24-hour Disability Requiring Hospitalization benefit if it is not considered a continuation of an earlier occurrence. Your Hospitalization is considered a continuation of an earlier one if:

a) less than 30 days separates the two periods; and b) the two periods are the result of the same accidental bodily injury or sickness.

No benefit is paid if Your Disability Requiring Hospitalization is in:

- 1. a convalescent, nursing, rest, or skilled nursing facilities, or facilities that operate exclusively for the treatment of
- the mentally ill, aged, drug addiction, or alcoholism; 2. a Hospital outside of North America;
- OR, is the result of: . intentionally self-inflicted injury;
- normal pregnancy; 3. commission or attempted commission of a criminal
- offense: 4. elective cosmetic surgery;
- 5. any cosmetic or beauty treatment, unless such treatment is directly attributable to physical illness, disease or injury.

Once the Incurred Amount has been paid in full as a result of a Disability Requiring Hospitalization for a period of more than 30 days, this Certificate and all insurance will terminate.

-) INVOLUNTARY UNEMPLOYMENT BENEFITS ABIC will pay Involuntary Unemployment benefits if You:
- a) 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 (Human Resources and Skills Development Canada) benefits.

Benefit Payments

level thereafter.

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) \$10 and shall remain
- 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 payments have been made; or c) the Incurred Amount as at the date 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 alance may consist of interest and TD Visa Balance Protection Plus 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.

Upon TD Life request, You will give proof of Your continuing Unemployment by submitting an affidavit, executed in Canada, provided by TD Life, to be signed by You and a 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 re-eligible for HRSDC benefits.

SECTION 6 (cont'd) – BENEFITS & EXCLUSIONS¹

- 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; n) maternity or parental leave;

the abuse of drugs or alcohol.

i) Unemployment for any reason within 30 days from the Effective Date of this Certificate:

time of the diagnosis of a Critical Illness, as defined, to a

total insurance provided under all Your Accounts cannot

amount that appears on Your Account statement plus any

unpaid purchases or changes made prior to the time of loss.

- i) Unemployment that You knew would be occurring prescribed medication, during the six months at the time You applied for insurance: immediately prior to Your coverage Effective Date: or k) Unemployment due to a criminal offence: or
 - You had ever been previously diagnosed with the same

Proof of Critical Illness

Critical Illness, as defined.

- You are diagnosed with cancer in the first 90 days ABLAC will pay the amount Incurred on Your Account at the following Your Effective Date or You are diagnosed at any maximum of \$10,000. If You have more than one Account, the time, either before or after the end of this 90-day period. with cancer in connection with any symptoms or medical exceed \$10,000. In no event will the total benefit exceed the consultation treatment care or services including
- days. If this occurs, no benefit will ever be payable to You with respect to Cancer (Life-Threatening); or All benefits are paid to TD Bank to be credited to Your Account. the claim occurs in connection with:

- · use of illegal or illicit drugs or substances; Proof of Critical Illness means a statement, completed by Your
 - misuse of medication obtained with or without prescription.

Once a Critical Illness benefit has been paid to You, this Certificate and all insurance will terminate.

vii) ACCIDENTAL DEATH BENEFIT AT AGE 66 OR OVER

Upon receiving proof of Your Accidental 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

Proof of Accidental 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.

prior to the date of accident causing death.

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. If 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.

All payments under this Certificate are to be made in

Canadian dollars

Misstatement of Age If the Insurer becomes aware that You are not eligible for coverage due to age on the Effective Date, the Insurer will refund all premiums paid for coverage

during the period that You are not eligible.

Examination After You submit a Proof of Claim, TD Life may require You to be examined by a Physician of its

Assignment

Legal Action

You may not assign Your rights and interests under this Certificate.

- 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 above have been 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 applicable law.

If You Have A Problem or Concern

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 a TD Life representative will elevate Your problem communicating all relevant details on Your behalf to a representative of TD Insurance Customer CARE.

You may contact the TD Ombudsman by mail: P.O. Box 1, Toronto-Dominion Centre, Toronto, Ontario, M5K 1A2 or by telephone: 416-982-4884 or toll free at 1-888-361-0319. If Your concern still remains unresolved after contact with the TD Ombudsman, You may communicate the complaint or inquiry in writing to: Ombudsman for Banking ervices and Investments, P.O. Box 896, Station Adelaide, M5C 2K3. If Your complaint or inquiry concerns any consumer provision found in federal law please contact the Financial Consumer Agency of Canada at 1-866-461-3222 or in writing at 6th Floor,

How Your Statements Affect this Certificate

427 Laurier Avenue West, Ottawa, Ontario KIR 1B9.

For more information, visit the website at

www.td.com/comments.isp

All statements made by You are considered to have been made to the best of Your knowledge and belief. No statement can be used to void this insurance or deny a claim unless that statement is in writing and signed by You. After two years from the Effective Date, no statement made by You can be used to void this insurance or deny a claim.

Conformity with Statutes

Any part of this Certificate which, on its Effective Date 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 to You, is changed to conform to the minimum standards of those statutes

Cancellation of Certificate or Policy

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 Trust intend and expect that the Group Master Policy will continue indefinitely, TD Life, ABLAC, ABIC and TD Canada Trust reserve the right to cancel their respective Group Master Policies. If this happens, the Insurer will notify You at least 30 days before the effective date of cancellation, and the Insurer will honour all valid claims arising before that date.

Previously Issued Certificates

This Certificate replaces all Certificates previously issued under the Group Master Policies.

The Policy and this Certificate

This Certificate contains the terms of the Group Master Policies as they relate to Your coverage. In the case of any conflict between this Certificate and any of the Group Master Policies, unless otherwise stated by applicable law, it is the Group Master Policy that governs.

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

signed by one of the officers of each Insurer. You may examine any of the Group Master Policies at the Head Office of each Insurer during regular business hours. On request, the Insurer will send You a copy of the

Group Master Policy. For Life, Critical Illness and Accidental Death Coverage: American Bankers Life Assurance Company of Florida 5160 Yonge Street Northeast Tower Suite 500 North York, Ontario

For Disability, Involuntary Unemployment and Disability Requiring Hospitalization Coverage: American Bankers Insurance Company of Florida 5160 Yonge Street, Northeast Tower, Suite 500. North York, Ontario

M2N 7C7 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.

Applicable to American Bankers Life Assurance Company of Florida, American Bankers Insurance Company of Florida and TD Life Insurance Company, Underwritten by American Bankers Life Assurance Company of Florida.

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

attending Physician, at Your expense, on a form provided by

TD Life or acceptable to TD Life, that You have suffered a

No Critical Illness benefits will be paid for claims where:

six months of Your coverage Effective Date and:

which You had symptoms or received medical

• the Critical Illness results from a medical condition for

consultation, treatment, care or services, including

prescribed medication, which occur within the first 90

If Your problem or concern remains unresolved,

the Critical Illness is diagnosed within the first

Proof of Accidental Death type of Critical Illness (i.e. cancer, heart attack or stroke) any time prior to the Effective Date of Coverage: