

## 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 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 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](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 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.*

A handwritten signature in black ink, appearing to read 'Jane Duchscher'.

Jane Duchscher  
Vice President  
TD Life Insurance Company

A handwritten signature in black ink, appearing to read 'Keith Demmings'.

Keith Demmings  
Chief Agent  
ABLAC and ABIC

