

# Protection for your personal loan

**Protect what's important**

Distribution Guide and Certificate of Insurance



# Protection for your personal loan

*Protect what's important*

## Distribution Guide and Certificate of Insurance

### Accident 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")  
Group Creditor Benefits Department  
330 University Avenue  
Toronto, Ontario M5G 1R8

### Administered by:

TD Life

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## Protecting you from the unexpected

You've taken out a personal loan to improve your quality of life. Loan Life and Disability Insurance protects you and your family if you become disabled, suffer an accident or die.

This valuable protection provides affordable life, accident and disability coverage. Your cost of life insurance is based on your age when you apply and the amount of your loan. Your cost of disability insurance is based on the loan's amortization period and the initial loan amount.

This booklet describes the insurance provided to TD Canada Trust loan customers who are covered by Loan Life and Disability Insurance. It contains important information about the life, accident and disability coverage.

Accident coverage is included with life coverage. Disability insurance can be added to your life coverage.

You need to have life insurance to obtain disability insurance.

Once you're covered, the insurance benefit can pay down or even eliminate the balance of your insured TD Canada Trust personal loan.

Loan Life and Disability Insurance offers competitive group premium rates. See page 18 to calculate the premium that applies to you.

You can insure additional borrowers or guarantors for Loan Life and Disability Insurance. A 15 per cent discount may apply for multiple insureds.

# Distribution Guide

## Name of Insurance Product:

**Loan Life and Disability Insurance for your  
TD Canada Trust Personal Loan**

## Type of Insurance Product:

**Group Creditor Insurance**

## Name and Address of Insurers:

### Accident coverage provided by:

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

### All other coverages provided by:

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

## 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 12<sup>th</sup> Floor  
Montreal, QC CAN H2Y1S1  
Telephone: 1-888-983-7070  
Fax: 1-866-534-5534

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

## 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.*

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*In this Distribution Guide, You and Your refers to anybody who is liable to pay the personal loan and who is applying for insurance described in this guide.*

## Introduction

This Distribution Guide describes the Loan Life and Disability Insurances offered to TD Canada Trust customers who are applying for a new personal loan or have an existing personal loan. The terms and conditions of this insurance product are contained in the Certificate of Insurance and in the group insurance policies. Any coverage will be governed by the Certificate of Insurance and by the group insurance policies.

## About the Insurers

Accident coverage is provided by TD Life Insurance Company (TD Life), under group insurance policy #G/H.60156AD issued to The Toronto-Dominion Bank. All other coverages are provided by The Canada Life Assurance Company (Canada Life), under group policy #G/H.60156 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 Coverage

You can choose to apply for

- Loan Life and Disability Insurance, **or**
- Loan Life Insurance only.

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

### Loan Life Insurance

Personal Loan Life Insurance can pay off your personal loans if:

- you die; **or**
- you suffer certain bodily injuries resulting from an accident:
  - which are solely and directly caused by an accident;

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

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

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

### Loan Disability Insurance

Loan Disability Insurance can make your personal loans payments if you become Totally Disabled.

The term “Totally Disabled” is defined in the section “About your insurance coverage” in the Certificate of Insurance

## Summary of Specific Features

### Persons Who May Apply for This Protection

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

#### For Loan Life Insurance

- You must be between **18 and 69** years old on the date of application.
- For **Loan Disability Insurance**, on the date of application
- You must be approved for Loan Life Insurance; **and**
- You must be between **18 and 69** years old.

To be eligible:

- Your loan must have an amortization period of **20 years or less**;
- You must not have applied for or be receiving disability payments, benefits or disability pensions from any source in the 30 days prior to your application; **and**
- You must apply for coverage within **30 days** after you received the funds for your loan.

### Confirmation of Insurance

- Once you have completed and submitted the insurance application to TD Life and/or TD Canada Trust, and if you meet the eligibility criteria, the completed insurance application will be your proof of insurance.

*This guide describes the coverages available. You may be covered for Loan Life Insurance and Loan Disability Insurance or for Loan Life Insurance only. Please refer to your application for verification of coverage.*

### Amount of Protection

#### Life Insurance Amount

The following terms will have the same meaning as is set out in your TD Canada Trust Loan agreement and any associated credit agreement with TD Canada Trust: arrears, and balance.

Your Loan Life Insurance can pay up to \$250,000 for all your combined loans. The insurance benefits payable include:

- your outstanding balance minus any payments in arrears, **and**
- up to one year of interest owing following an accident.

#### Disability Insurance Amount

If you become Totally Disabled, your Loan Disability Insurance can pay your regular monthly loan payments to a maximum of **\$2,000** per month.

If the insurer pays disability benefits, no premium will be collected for the disability insurance portion of your coverage. However, premiums will continue to be collected from you for the life insurance portion of coverage.

### Beneficiary of the Insurance

The insurer will pay the Personal Loan Life and Disability Insurance benefit to TD Canada Trust to pay off or pay down the outstanding personal loan balance.

### Premiums to Be Paid by the Insured

Your cost for Loan Life Insurance is based on your age when you apply and the amount of your loan. Your cost for Loan Disability Insurance is based on the loan amortization period and the amount of your loan.

If you choose to insure more than one person under the same coverage, you will obtain a 15% multi-insured discount on the total of your individual premiums.

The applicable premium rates appear in the table on the following page.

**For example**, if you are 34 years old and your spouse is 30, and you have a \$20,000 loan amortized over 36 months, your monthly insurance cost would be:

**Life insurance** premium:

$(\$0.23 + \$0.19) \times \$20,000 \div \$1,000 = \$8.40$  less 15% multi-insured discount = \$7.14

**Disability insurance** premium:

$\$1.06 \times 2 \times \$20,000 \div \$1,000 = \$42.40$  less 15% multi-insured discount = \$36.04

Total combined monthly premium = \$43.18 plus 9% provincial sales tax.

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

#### Life Insurance: Monthly Premium Rate per \$1,000 of Single Coverage†

Your Age	Rate	Your Age	Rate
30 and under	\$0.19	51 – 55	\$0.49
31 – 35	0.23	56 – 60	0.70
36 – 40	0.25	61 – 65	1.00
41 – 45	0.31	66 – 69	1.50
46 – 50	0.37		

†9% provincial sales tax will be added

**Disability Insurance: Monthly Premium Rate per \$1,000 of Single Coverage†**

<b>Loan amortization period</b>	<b>Rate</b>
12 months and under	\$1.50
13 to 24 months	1.27
25 to 36 months	1.06
37 to 48 months	0.97
49 months and over	0.90

†9% provincial sales tax will be added

## **Payment Frequency**

The insurer will withdraw your first insurance premium and any applicable taxes once the loan has been advanced.

The insurer will withdraw all subsequent insurance premiums and any applicable taxes on the same day and from the same account you make your Personal Loan payments.

## **Effective Date of Coverage**

If :

- your personal loan is approved; **and**
- you have met the eligibility requirements to apply for insurance;

then your insurance coverage will be automatically approved and will take effect on the later of the following dates:

- the loan advance date; **or**
- the date you have submitted your insurance application to TD Life or TD Canada Trust.

## Exclusions and Limitations

### - Caution -

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

- information that the Insurer requires to approve your insurance;  or
- information you give when requesting any change to your coverage.

#### The Insurer will not pay a life benefit if:

- your death occurs before the insurance coverage comes into effect;
- your death occurs within 6 months of the coverage taking effect and results directly or indirectly, of a medical condition, sickness or injury for which medical advice, consultation or treatment was received during the 6 months prior to your coverage taking effect;
- *your* death is a result of, or while *you* were committing, a criminal offence
- your insurance coverage has been in force for less than 2 years, and the insured dies from suicide or intentionally self-inflicted injuries, whether sane or insane. If this happens, the insurer will refund all premiums you paid;  or
- the life claim is not made within one year of the date of death.

#### The Insurer will not pay an Accident benefit if:

- the Accident occurs before the insurance coverage comes into effect;
- the Accident was due to drug or alcohol misuse or abuse;
- the loss is caused by intentionally self-inflicted injuries, whether sane or insane;
- the loss caused by an Accident occurs more than 12 months after that Accident;
- the loss is a result of a criminal offence you committed;
- 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 arose before or after your Loan Life Insurance took effect;
  - how the insured person came to suffer from the illness or condition;  and
  - whether the illness or condition or defect resulting injury was expected or unexpected.

#### The Insurer will not pay a disability benefit if:

- your disability occurs before the insurance coverage comes into effect;
- your disability occurs within 6 months of the coverage taking effect and results directly or indirectly, of a medical condition, sickness or injury for which medical advice, consultation or treatment was received during the 6 months prior to your coverage taking effect;
- your disability is a result of a normal pregnancy;
- your disability was due to drug or alcohol misuse or abuse unless you are participating in a rehabilitation or treatment program approved by the Insurer;
- your disability is caused by intentionally self-inflicted injuries, whether sane or insane;
- your disability is a result of, or while you were committing, a criminal offence;  or
- your claim is not made within one year of the date of your disability.

If you have Disability Insurance, benefits will be paid as described below for any period of total disability that lasts longer than 30 consecutive days. No benefit will be paid in regard to this 30 day period which we call the elimination period.

The first benefit payment will be payable to the The Toronto Dominion Bank on the due date of your next loan installment following completion of the 30 day elimination period. The amount we will pay will be equal to 1/30<sup>th</sup> of your monthly loan payment for each day you are totally disabled beyond the elimination period, up to a maximum of \$2,000 a month. We will continue to make these payments for as long as you

**are totally disabled, up to a maximum of 60 monthly loan payments in total per loan. This includes all periods of total disability claimed for all insured persons.**

**If you recover and are no longer totally disabled, we will stop paying benefits.**

**If you become totally disabled again from the same cause as your previous disability within 90 days of the date the benefit payments were stopped, we will resume the benefit payments without applying the 30-day elimination period. However, if you become totally disabled again more than 90 days after the payment of benefits stopped, or if you suffer a total disability from a different cause than the previous disability, this will be treated as a new claim and a new 30-day elimination period will be required.**

**If two or more persons are insured for the same personal loan and are totally disabled at the same time, the Insurers will only pay disability benefits for the first person to become totally disabled.**

## Cancellation and End of Insurance

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

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

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

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 guide.

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

## End of the Insurance Coverage

### Life Insurance and Disability Insurance

Once you are insured, Life Insurance coverage and Disability Insurance coverage (if applicable) ends without notice to you on the date when one of the following occurs:

- your insured personal loan is paid in full, refinanced, or assumed by another person;
- you are no longer a borrower/guarantor of the personal loan;
- you are declared bankrupt;
- you turn **70 years old**;
- your insured personal loan is transferred to another financial institution;
- your insurance premium is in arrears 3 months or more;
- the Insurer receives a written request from you to cancel your coverage, or if the Insurer is able to confirm your identity, the Insurer receives your request by telephone to cancel your coverage;

- the 30<sup>th</sup> day after the Insurer 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 personal loan;
- any Life Insurance or Accident benefit for your insured personal loan is paid. This will end coverage for all insured borrowers; **or**
- you die.

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

Note that your insurance coverage may end prior to the repayment of your loan.

## 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 disability must be received by TD Life as soon as possible after the event, but **no later than the time limitations as follows:**

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

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

**For a disability claim**, you must submit your claim within **one year** of the date of becoming disabled.

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

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

The Insurer may require that a doctor of its choice examines you to validate an Accident or disability 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

The Insurer determines the amount of your benefit from the date they receive your claim.

You are responsible for continuing to pay for your insurance premiums and your Loan payments until you are informed that your claim has been approved. Disability insurance premiums related to your personal loan will be waived while disability benefits continue to be paid.

You are limited to only one claim for Life Insurance per insured personal loan. If you have insured more than one personal loan, the Insurers will make insurance benefit payments to each personal loan in the order in which you insured your personal loans.

For an explanation regarding the calculation of the benefit

amount, please refer to the section “How much you are covered for” in the Certificate of Insurance.

The maximum amount that will be paid for all your insured personal loans will not be greater than **\$250,000**.

### Insurer's Reply

Once the required proof of death, loss or disability has been received and the claim has been approved, payment will be made by the Insurer within **30 days**.

### Appeal of an Insurer's Decision and Recourses

If your claim is refused, you can appeal this decision by submitting new information to the Insurer. You may also consult the Autorité des marchés financiers or your own legal advisor.

### Similar Products

Loan Life and Disability Insurance is specifically designed for TD Canada Trust personal loan customers. However, other types of similar coverage may exist in the market.

## For More Information

For more information about Loan Life and Disability Insurance:

- Refer to the Loan Life and Disability 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 personal loan

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## Certificate of Insurance

### **Accident coverage provided by:**

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The Canada Life Assurance Company ("Canada Life")  
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Toronto, Ontario M5G 1R8

### **Administered by:**

TD Life

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## Certificate of Insurance

Pages 15 to 20 of this booklet form the Certificate of Insurance and apply to persons covered by Loan Life and Disability Insurance.

### Definitions of the terms we've used

This Certificate of Insurance uses the following terms, which are in *italics*:

*Accident* is defined in "About *your* Insurance coverage".

*Application* is the completed printed, electronic or telephonic application for Loan Life and Disability Insurance.

The *Bank* refers to The Toronto-Dominion Bank.

A *Canadian resident* is any person who:

- has lived in Canada for a total of 183 days within the last year; or
- is a member of the Canadian Forces

*Disability Insurance* means disability coverage which is optional when *you* qualify for life insurance.

The *Insurers* mean Canada Life and TD Life. TD Life also acts as an administrator for Canada Life. The *Bank* doesn't act as an agent for Canada Life. Neither company has any ownership interest in the other. The *Bank* is not an agent for its wholly owned subsidiary, TD Life. The *Bank* sponsors these products and receives a fee from Canada Life and TD Life for its activities, including enrolling borrowers under this coverage.

*Life Insurance* means life and *Accident* coverage.

*Loan payment* refers to the amount of Principal and Interest *you* pay on a regularly scheduled basis, which over time repays the Loan in full.

*Personal Loan* refers to *your* insured TD Canada Trust fixed or variable rate loans.

*Policy* refers collectively to: group policy #G/H60156AD between TD Life and the *Bank* which provides *Accident* coverage; group policy #G/H.60156 between Canada Life and the *Bank*, which is administered by TD Life and provides life coverage, and optional disability coverage.

*TD Canada Trust* means the *Bank* and those of its affiliates that provide loans.

*Total Disability* or *Totally Disabled* is defined in the section, *About Your Insurance Coverage*.

*We, us* and *our* refer to Canada Life and TD Life as applicable.

For *Accident* coverage, *we, us* and *our* refer to TD Life. For all other coverages, *we, us* and *our* refer to Canada Life.

*You* and *your* refer to the borrower or guarantors who are insured under this plan.

If *you* are insured with Loan Life Insurance, or Loan Life Insurance with optional Disability Insurance, the terms and conditions of *your* coverage under the *Policy* consist of:

- *your Application*; and
- *your* Certificate of Insurance contained in this booklet; and
- any other documents we require *you* to submit and any questions and *your* answers to questions we may ask *you* in considering *your* coverage, whether communicated verbally, in writing or electronically, as well as any written confirmations of coverage we may provide *you*.

### Who is eligible for coverage

Loan Life and Disability Insurance is offered exclusively to Personal Loan customers or guarantors who are *Canadian residents*.

*You* can obtain Life Insurance or Life and Disability Insurance if *you* are between 18 and 69 years old. *You* are only eligible for Disability Insurance if *you* have been approved for Life Insurance.

To be eligible *you* must:

- have a loan amortization period of 20 years or less; and
- not have applied for or be receiving disability payments, benefits or disability pensions from any source in the 30 days prior to *your Application*; and

- apply for this coverage within 30 days after *you* received the funds for *your* loan

We do not limit the number of borrowers or guarantors who can be insured. To apply for coverage, *you* must complete and submit an *Application*.

*You* can apply for Loan Life and Disability Insurance at any *TD Canada Trust* branch across Canada.

## How much you are covered for

*You* can apply to cover the amount of *your* Personal Loan, subject to certain maximums. The maximum amount of Life Insurance offered is \$250,000. The maximum amount of Disability Insurance offered is \$2,000 monthly. These limits apply to the sum of all *your* insured TD Canada Trust Personal Loans.

Once insured, *you* are limited to one life or *Accident* claim against *your* Personal Loan balance. If two or more persons added disability insurance on the same Personal Loan and have total disabilities, which happen at the same time we will only pay benefits for the first to become Totally Disabled.

There are certain circumstances under which we will not pay benefits. These are described in the section, *When we will not pay an insurance benefit*.

In no case will we pay more than *your* outstanding fixed or variable rate Personal Loan balances for Loan Life and Disability Insurance.

## Life Insurance

The life insurance benefit amount will equal the outstanding balance of *your* Personal Loan, up to \$250,000. We will also pay any interest charged for up to one year from the date *you* died or suffered a loss following an *Accident*.

For all benefit amounts, we will deduct from the insurance benefit any Personal Loan payments that were in arrears prior to the date we determined the benefits.

We will determine the insurance benefits payable as of the following dates:

- for life coverage, the date of death
- for *Accident* coverage, the date of the *Accident* that results in the covered loss.

## Disability Insurance

If *you* have Disability Insurance, benefits will be paid as described below for any period of Total Disability that lasts longer than 30 consecutive days. No benefit will be paid in regard to this 30 day period which we call the elimination period.

*You* are responsible for continuing to maintain *your* Loan and insurance premium payments until *you* are notified that *your* claim has been approved.

The first benefit payment will be payable to the *Bank* on the due date of *your* next loan installment following completion of the 30 day elimination period. The amount we pay will be equal to 1/30<sup>th</sup> of *your* monthly loan payment for each day *you* are Totally Disabled beyond the elimination period, up to a maximum of \$2,000 a month. We will continue to make these payments for as long as *you* are Totally Disabled, up to a maximum of 60 monthly loan payments in total per loan. This includes all periods of Total Disability claimed for all insured persons.

If *you* recover and are no longer Totally Disabled, we will stop paying benefits. If *your* Total Disability recurs from the same cause and *you* are Totally Disabled again within 90 days of the date we stopped paying benefits, we will waive the 30-day elimination period, and resume paying benefits. However, if *your* Total Disability recurs later than 90 days after the payment of benefits stopped, or if *you* suffer a Total Disability from a different cause, we will treat it as a new claim and a new 30 day elimination period will be required.

If two or more persons are insured for the same Personal Loan and are Totally Disabled at the same time, we will only pay disability benefits for the first person to become Totally Disabled.

# About your insurance coverage

## Life Insurance

Your Life Insurance includes life and *Accident* coverage as described below.

### Life coverage

If *you* die, we will make a payment to *TD Canada Trust* equal to *your* insurance benefit as described in the section, *How much you are covered for*.

### Accident coverage

*Accident* refers to a violent, sudden and unexpected action from an outside source to an insured person while that person is insured under this Certificate.

#### **Accident coverage does not provide benefits in regards to:**

- Injuries resulting either directly or indirectly from any illness, medical condition or congenital defect, regardless of:
  - whether the illness or condition arose before or after this Certificate took effect;
  - how the insured person came to suffer from the illness or condition; and
  - whether the illness, condition or defect or resulting injury was expected or unexpected.

If *you* suffer a covered loss as described below which:

- is a bodily injury,
- is solely and directly caused by an *Accident*; and
- occurs within 365 days of the *Accident*; and
- is beyond remedy by surgical or other means,
- we will make a payment to *TD Canada Trust* equal to *your* insurance benefit as described in the section, *How much you are covered for*.

#### **List of covered losses:**

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

#### **Losses are defined as follows:**

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

## Disability Insurance

If *you* have Disability Insurance and become Totally Disabled as described below, we will pay the insurance benefits as explained in the section, *How much you are covered for*.

Total Disability, or Totally Disabled, means that due to *Accident* or sickness *you*:

- (a) for the first 12 months from *your* date of disability are prevented from performing all or substantially all of the duties of the occupation *you* were working at before *you* became disabled;
- (b) after the first 12 months from *your* disability are completely unable to engage in any occupation for which *your* education, training or experience qualifies *you*.

During the period we pay benefits, *you* must be under the continuous care of a doctor licensed to practice medicine in Canada and cannot be doing any work for pay or for expectation of a profit.

In addition, during the period we pay benefits, we will not collect premiums for the Disability Insurance portion of *your* coverage, but will continue to collect premiums from *you* for the Life Insurance portion of the coverage.

There are certain circumstances under which we will not pay benefits. These are described in the section, *When we will not pay an insurance Benefit*.

## When your coverage takes effect

If *your* Personal Loan has been approved, and *you* are eligible for coverage and apply no later than 30 days after the Loan Advance Date, *your* coverage is automatically approved and will be effective on the latest of *your* Loan Advance Date or the date *your Application* is submitted to us.

## What your coverage costs

How premiums work:

- Life Insurance and Disability Insurance premiums are calculated separately
- the rate used to calculate *your* Life Insurance premiums is based on *your* age when *you* apply for coverage
- the rate used to calculate *your* Disability Insurance premiums is based on *your* Personal Loan's amortization period
- Provincial sales taxes are added to *your* premiums, if applicable.
- if two or more persons are insured with Life Insurance, a 15% discount will apply to the sum of the total Life Insurance premiums
- if two or more persons are insured with Disability Insurance, a 15% discount will apply to the sum of the total Disability Insurance premiums.

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

## Premium rates

**Life Insurance:** monthly premium rates per \$1,000 of coverage

Age	Rate	Age	Rate
Under 31	.19	51 – 55	.49
31 – 35	.23	56 – 60	.70
36 – 40	.25	61 – 65	1.00
41 – 45	.31	66 – 69	1.50
46 – 50	.37		

**Disability Insurance:** monthly premium rates per \$1,000 of the original loan amount

Loan amortization period	Rate
12 months or less	\$1.50
13 to 24 months	1.27
25 to 36 months	1.06
37 to 48 months	.97
49 months or more	.90

**For payment frequencies other than monthly, prorated premiums will apply.**

## How to calculate your premium

To calculate *your* monthly life or disability premium:

1. Find the rate that applies to *you* in the tables
2. Multiply it by the insured amount of *your* Personal Loan as of the date *you* apply for coverage or the date the loan is advanced, whichever is later
3. Divide the answer by 1,000.
4. Apply the multi-insured discount, if applicable.
5. Apply Provincial Sales tax (where required)

For single and multiple applicants, who want to add disability coverage, add the life rate for *your* age with the rate for disability insurance that matches *your* loan's amortization period and then follow steps 2 through 5 above.

### Examples:

#### Single applicant

*You* are 34 years old and *you* have a \$20,000 Personal Loan amortized over 36 months. *Your* monthly insurance cost would be:

**Life Insurance:**  $\$0.23 \times \$20,000 \div 1,000 = \$4.60$ , plus any applicable provincial sales tax.

**Disability Insurance:**  $\$1.06 \times \$20,000 \div 1,000 = \$21.20$ , plus any applicable provincial sales tax.

### Multiple applicants

*You* are 34 years old, *your* spouse is 30 and *you* have a \$20,000 Personal Loan amortized over 36 months. *Your* monthly insurance cost would be:

**Life Insurance:**  $(\$0.23 + \$0.19) \times \$20,000 \div 1,000 = \$8.40$  per month, less 15% discount = \$7.14 per month, plus any applicable provincial sales tax.

**Disability Insurance:**  $\$1.06 \times 2 \times \$20,000 \div 1,000 = \$42.40$  per month, less 15% discount = \$36.04 per month, plus any applicable provincial sales tax.

### Your payments

We will withdraw *your* first insurance premium and any applicable taxes once the loan has been advanced. We will withdraw all subsequent insurance premiums and any applicable taxes on the same day and from the same account *you* make *your* Personal Loan payments.

## When we will not pay an insurance benefit

We will not pay any insurance benefit, and we will terminate all *your* insurance coverages if *you* give any false or incomplete responses to requests for information that we require to approve *your* insurance, or in information *you* give when requesting any change to *your* coverage;

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

### We will not pay a life benefit if:

- *your* death occurs before *your* insurance coverage came into effect;
- *your* death occurs within 6 months of *your* coverage taking effect and is the result directly or indirectly, of a medical condition, sickness or injury for which medical advice, consultation or treatment was received during the 6 months prior to *your* coverage taking effect. We call this a pre-existing condition

- *your* death is a result of, or while *you* were committing, a criminal offence
- *your* insurance has been in force for less than two years, and *you* die from suicide or intentionally self-inflicted injuries, whether *you* were sane or insane. If this happens, we will refund all premiums *you*'ve paid, or
- if the claim was not made within one year of the date of death.

### We will not pay an Accident benefit if:

- *your* *Accident* occurs before *your* insurance coverage came into effect;
- *your* *Accident* was due to drug or alcohol misuse or abuse;
- *your* loss is a result of intentionally self-inflicted injuries, whether *you* were sane or insane;
- *your* loss relates to an *Accident* that occurred more than 12 months before the covered loss occurred;
- *your* loss is a result of, or while *you* were committing a offence; or
- *your* claim is not made within one year of the date of *your* loss.

### We will not pay a disability benefit if:

- *your* disability occurs before *your* insurance coverage came into effect;
- *your* disability occurs within 6 months of *your* coverage taking effect and is the result directly or indirectly, of a medical condition, sickness or injury for which medical advice, consultation or treatment was received during the 6 months prior to *your* coverage taking effect. We call this a pre-existing condition
- *your* disability is a result of a normal pregnancy;
- *your* disability was due to drug or alcohol misuse or abuse unless *you* are participating in a rehabilitation or treatment program approved by the insurer;
- *your* disability is a result of intentionally self-inflicted injuries, whether *you* were sane or insane;
- *your* disability is a result of, or while *you* were committing a criminal offence; or
- *your* claim is not made within one year of the date of *your* disability.

## How to make a claim

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

*You* are responsible for continuing to maintain *your* insurance premium and Loan payments until *you* are notified that *your* claim has been approved.

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

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

For a disability claim, *you* must submit *your* claim within one year of the date of becoming disabled.

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

We may also require additional proof or information regarding the claim.

We may require that a doctor of our choice examine *you* to validate an *Accident* or disability claim. Payment of benefits is made only after these requirements are satisfied.

If *you* have insured more than one Personal Loan, we pay the benefits in the order in which *you* insured them.

## When your insurance coverage ends

*Your* Life and Disability Insurance (if applicable) on *your* Loan will end on the date when any of the following occurs, without notice to *you*:

- *your* Personal Loan is paid in full, refinanced, or assumed by another person for any reason;
- *you* no longer are a borrower or guarantor of the Personal Loan;
- *you* are declared bankrupt;
- *you* turn 70 years old;
- *your* Personal Loan is transferred to another financial institution;
- *your* insurance premium is in arrears three months or more;
- we receive a written request from *you* to cancel *your*

insurance coverage or, if we are able to confirm your identity, we receive your request by telephone to cancel the coverage;

- we or *TD Canada Trust* give *you* written notice of the termination of the *Policy*.

*Your* coverage will end 30 days later;

- *TD Canada Trust* starts legal proceedings against *you* concerning *your* Personal Loan;
- we pay any Life Insurance or *Accident* benefit against *your* Personal Loan.

This will end the Loan Life and Disability Insurance coverage for all insured borrowers and guarantors;

or

- *you* die.

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

We will refund any premiums we may owe *you* after *your* coverage ends. If *you* take out insurance, but cancel within 30 days of applying, *you* will get a full refund of any premiums *you*'ve paid.

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

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

## Commonly asked questions about Loan Life and Disability Insurance

### Is Loan Life and Disability Insurance mandatory?

Loan Life and Disability Insurance is entirely optional. You aren't required to have this coverage to obtain any TD Canada Trust products or services. But remember the benefits. If you were to die, suffer a loss following an Accident or become disabled without Loan Life and Disability Insurance, would your family be able to take care of the payments?

### 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 Loan Life and Disability Insurance, you may cancel it within 30 days of the date of applying for a full refund of any premiums paid. Please contact the TD Canada Trust branch where you bought your coverage.

### Can you sign up at any time?

You have up to 30 days from your loan advance date to sign up and take advantage of this low cost coverage to protect your personal loans. Your TD Canada Trust representative will be pleased to provide you with a Loan Life and Disability Insurance *Application*.

### How can you cancel your coverage?

You can cancel your own coverage at any time without the consent of the other borrowers. You can call TD Life Customer Service at 1-888-983-7070 and, if we are able to confirm your identity, you will be able to cancel your coverage by phone. In that case, your cancellation will be effective as soon as we complete the call. Otherwise, we will require a written request from you to cancel your coverage and will honour your request on the date we receive it. You can obtain a cancellation form by requesting one at any TD Canada Trust branch, or by calling the TD Life Customer Service. For a written cancellation, please send the form to the address at the back of this booklet. We will refund any premiums you have paid after your coverage has ended.

### Can your insurance end before you pay off the debt?

There are situations where your coverage may end before you pay off balance in full and close your Loan. For example, your insurance will end if you turn 70 years old or if your insurance premiums are in arrears for more than three months. Please refer to the section "When your coverage ends" in this booklet for more information.

### How can you be sure your personal information is confidential?

Your right to privacy is important to us. No information is shared without your written approval. In your Loan Life and Disability Insurance Application, you've agreed to share information as described in the attached Privacy Agreement.

We also ask you to authorize TD Life to share any non health-related information about you with our affiliates so they may offer you other products and services and maintain a business relationship with you. You may withdraw this permission to share information at any time by contacting TD Life Customer Service at 1-888-983-7070.

## Privacy Agreement

In this Agreement, the words “you” and “your” mean any person, 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
- details about your browsing activities, your browser or mobile device
- 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. 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.

### 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 Rescission 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:	_____	In:	_____
	(Date of signature of contract)		(Place of signature of contract)
	_____		_____
	(Name of customer)		(Signature of customer)
	_____		_____
	(Name of customer)		(Signature of customer)

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

**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.**

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**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:	_____	In:	_____
	(Date of signature of contract)		(Place of signature of contract)
	_____		_____
	(Name of customer)		(Signature of customer)
	_____		_____
	(Name of customer)		(Signature of customer)

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

**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.**

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**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.