

Protection for your Business

Product Summary, Fact Sheet
and Certificate of Insurance

**For Business Credit Living
Benefit Insurance**

Protect What's Important



535692 (0920)
For use in Quebec only

Protection for your Business

Protect What's Important

Product Summary and Fact Sheet

- **All coverages provided by:**

Sun Life Assurance Company of Canada

("Sun Life")

Group Creditor Benefits

227 King Street South

P.O. Box 638, Station Waterloo

Waterloo, Ontario

Canada N2J 4B8

- **Administered by:**

TD Life Insurance Company ("TD Life")

P.O. Box 1

TD Centre

Toronto, Ontario M5K 1A2

This booklet contains a guide to features of Business Credit Living Benefit Insurance and the Certificate of Insurance for business customers covered by this product. It also contains the answers to commonly asked questions about this coverage.

These documents are important, so please keep this booklet in a safe location.

Contents

- Product Summary 4
 - About this Product Summary 4
 - What is covered by Business Credit Living Benefit Insurance? 7
 - Who is eligible for Business Credit Living Benefit Insurance?..... 7
 - When does Business Credit Living Benefit Insurance start? 8
 - What are the benefits? 8
 - When will an insurance benefit not be paid? 9
 - What are the consequences of misrepresentation and concealment? 10
 - When does Business Credit Living Benefit Insurance end? 10
 - What is the cost of Business Credit Life Insurance? 11
 - Can I cancel Business Credit Living Benefit Insurance? 11
 - How can I submit a claim? 12
 - Who can answer my questions about Business Credit Living Insurance? 12
 - What if I have a complaint? 13
- LET’S TALK INSURANCE! 14
- Certificate of Insurance 18
 - Introduction to *Your* Insurance Coverage 18
 - Who We Pay The Benefits To 19
 - Who is Eligible for Coverage 20
 - Misstatement of Age and Gender 20
 - How to Apply 21
 - How To Submit A Claim 21
 - We Must Receive A Claim Within A Specific Time 21
 - Additional Claim Information 22
- Coverages 23
 - Partial Coverage 25
 - When *Your* Coverage Starts 26
 - When You Must Complete a *Health Questionnaire* 26
 - When We Will Not Pay Any Benefit, and Terminate *Your* Coverage 26
 - Critical Illness* Coverage 27
 - How a *Critical Illness* Benefit is Determined and Paid 27
 - When We Will Not Pay A *Critical Illness* Benefit 28
 - Definitions Applicable To *Critical Illness* Coverage 29
 - Disability* Coverage: 30
 - Disability* Maximum Benefit Amounts 30
 - How a *Disability* Benefit is Determined and Paid 30
 - Your* Business Credit Account Payments While Receiving *Disability* Benefits 32

When We Will Not Pay A <i>Disability</i> Benefit	33
When <i>Your Disability</i> Insurance Benefit Payments End	34
Definitions Applicable To <i>Disability</i> Coverage	34
Making a Change To <i>Your Coverage</i>	36
When <i>Your Business Credit Living Benefit Insurance Coverage</i> Ends	37
Premium Information for <i>Business Credit Living Benefit Insurance</i>	39
What <i>Your Coverage</i> Costs	39
Premium Rates	39
How To Calculate <i>Your Premium</i>	41
<i>Your Payments</i>	41
Definitions Of The Terms We've Used	42
Commonly Asked Questions About <i>Business</i> <i>Credit Living Benefit Insurance</i>	45
Privacy Agreement.....	47
More Information	52
Your Privacy is Protected – A Message From Sun Life.....	52
Forms	
Notice of Rescission of an Insurance Contract	back of book
Notice of Free Choice of Insurer of Representative	back of book

Product Summary

Business Credit Living Benefit Insurance

Who are the insurer, the administrator and the distributor?

Name and Address of the Administrator	Name and Address of the Insurer
<p>TD Life is Sun Life's authorized administrator of this insurance.</p> <p>TD Life Insurance Company "TD Life" P.O. Box 1 TD Centre Toronto, Ontario M5K 1A2 1-888-983-7070</p>	<p>All coverages are provided under group policy 45073 by:</p> <p>Sun Life Assurance Company of Canada "Sun Life" Group Creditor Benefits 227 King Street South P.O. Box 638, Station Waterloo Waterloo, Ontario N2J 4B8 1-877-271-8713</p> <p>Client Number listed with the Autorité des marchés financiers: 2000965369</p>
Name and Address of the Distributor	
<p>TD Canada Trust P.O. Box 1 TD Centre Toronto, Ontario M5K 1A2 1-888-983-7070</p>	

About this Product Summary

This Product Summary is an overview of the features and benefits of Business Credit Living Benefit Insurance¹. The terms and conditions of this insurance are contained in the Certificate of Insurance, which governs.

Note: Terms that appear in italics throughout this Product Summary are defined as follows:

Accident

A violent, sudden and unexpected action from an outside source to the insured person, but does not include injuries resulting either directly or indirectly from any illness, medical condition or congenital defect, regardless of:

¹ Business Credit Life Insurance is classified by the Autorité des marchés financiers as Debtor Life, Health and Employment Insurance.

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

Activities of Daily Living:

The six basic activities of daily living are:

- Bathing – the ability to wash oneself in the bathtub, shower or by sponge bath, with or without the aid of assistive devices
- Dressing – the ability to put on and remove necessary clothing, braces, artificial limbs, or other surgical appliances with or without the aid of assistive devices
- Toileting – the ability to get on and off the toilet and maintain personal hygiene with or without the aid of assistive devices
- Bladder and Bowel continence – the ability to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained
- Transferring – the ability to move in and out of a bed, chair or wheelchair, with or without the aid of assistive devices
- Feeding – the ability to consume food or drink that already has been prepared and made available, with or without use of assistive devices

Actively Working:

Carrying out the regular duties of your occupation, at least 20 hours a week, for wages or expectation of profit.

Critical Illness:

Coverage for Cancer (life-threatening), Acute Heart Attack or Stroke, as more fully described in the “*Critical Illness coverage*” section of the Certificate of Insurance.

Disability:

Coverage if you become *Totally Disabled*. For full details, please refer to the “*Disability coverage*” section of the Certificate of Insurance.

Elimination Period:

The first 30 consecutive days that the insured person is unable to perform all or substantially all of the duties of the insured person's occupation before the insured person became *Totally Disabled*.

In the case of a personal guarantor of the insured business credit who

does not have an occupation or work for the business, this means that the benefit will only be paid if the *Total Disability* lasts more than 30 complete and consecutive days, starting on the date the insured person became *Totally Disabled*.

Pre-existing Condition:

An illness or condition for which the insured person had symptoms or received medical consultation, treatment, care or services, including prescribed medication, during the 24 months prior to the effective date of any amount of coverage under Business Credit Living Benefit Insurance.

Total Authorized Business Credit:

The sum of your business loans, lines of credit and overdraft protection with TD Bank as follows:

- for business loans (including Business Mortgages), the current amount of the approved loan;
- for business lines of credit, business overdraft protection or TD Business Credit Card for a farm, fishery, ranch or private Canadian business, the credit limit amount.

Business Credit products not included in the *Total Authorized Business Credit* and therefore not covered:

- TD Venture Line of Credit Visa Card;
- Any stand-alone Letters of Credit, Letters of Guarantee, or U.S. Dollar Business Credit facilities that are not part of a Commercial Line of Credit;
- Reserve Loans.

Totally Disabled/Total Disability:

Means that due to *Accident* or sickness:

- during the first 30 consecutive days, the insured person is unable to perform all or substantially all of the duties of the insured person's occupation before the insured person became disabled.
- for the first 12 months following the *Elimination Period*, the insured person is unable to perform all or substantially all of the duties of the insured person's occupation before the insured person became disabled.
- after the first 12 months of benefits, the insured person is completely unable to engage in any occupation for which the Insured person's education, training or experience qualifies the insured person.

If the insured person is a personal guarantor of the insured business credit

and does not have an occupation or work for the business. *Totally Disabled/ Total Disability* means that due to *Accident* or sickness, the insured person requires active and continuous care of a physician and is unable to perform 2 out of the 6 *Activities of Daily Living*.

We, us and our:

Sun Life or TD Life, as applicable.

What is covered by Business Credit Living Benefit Insurance?

Business loans (including business mortgages), business lines of credit, business overdrafts or TD Business Credit Cards can be insured for the following benefits:

Critical Illness coverage	Disability coverage
Coverage in the event an insured person is diagnosed with: cancer (life-threatening), acute heart attack, or stroke.	Coverage in the event an insured person becomes <i>Totally Disabled</i> due to <i>Accident</i> or sickness.

The minimum amount of coverage you can apply for is \$5,000.

Note: These coverages cannot be applied for separately.

Who is eligible for Business Credit Living Benefit Insurance?

Business Credit Living Benefit Insurance is optional creditor's group insurance offered exclusively to business credit customers of TD Bank that are a sole proprietorship, partnership, non-public corporation or other entity operating a business or farm.

If the business or the proposed insured person are resident in Quebec, to be eligible to apply for this insurance, on the date of application for Business Credit Living Benefit Insurance the proposed insured person must be a Canadian resident and meet the following eligibility criteria:

Age Eligibility Criteria:

- Between ages 18 and 55 years old

Relationship to the Business Eligibility Criteria:

Have a financial interest in the company as either:

- the owner of the business; or
- the personal guarantor of some or all of the business credit included in the *Total Authorized Business Credit*.

Additional Eligibility Criteria:

- you must be *Actively Working* for wages or expectation of profit; or
- **if you are a personal guarantor and you do not have an occupation or work for the business**, you must be able to perform all six *Activities of Daily Living*.

For all proposed insured persons, you must **not** have applied for or received disability payments, benefits or disability pension from any source, in the 24 months prior to applying.

When does Business Credit Living Benefit Insurance start?

If coverage is less than \$500,000 and all answers to health questions in the application are “NO”, coverage starts on the date of application.

If coverage is more than \$500,000 or any answers to health questions in the application are “YES”, then the proposed insured person will need to complete a separate health questionnaire. In this case, coverage starts when we write to tell you that coverage is approved.

What are the benefits?

In the event of an approved Business Credit Living Benefit claim, we will pay the insurance benefit to TD Bank, to be applied towards the outstanding balance under your insured *Total Authorized Business Credit*:

- \$1,000,000 for *Critical Illness* coverage with a limit of \$500,000 towards a Revolving Credit Product(s); such as Business Line of Credit, Business Overdraft Protection and TD Business Credit Cards;
- \$3,000 monthly for *Disability* coverage, for a maximum of 24 months for each occurrence of *Total Disability*. *Disability* coverage is limited to 48 months of benefit payments per insured person.

Note: *Disability* benefits are **not** paid for *Total Disability* during the *Elimination Period* .

Critical Illness coverage benefit amount

The total Critical Illness claim amount payable is equal to the **lesser** of:

- The total insured business credit outstanding balance on the date of diagnosis, subject to the coverage maximum; or
- The sum of your insured:
 - Business loan(s) outstanding balance; and
 - the average statement balance for a Revolving Credit Product(s). This average is calculated from the statement balances 12 months immediately prior to the date of diagnosis.

Disability coverage benefit amount

The monthly *Disability* benefit will be calculated as **1%** of the **lesser** of:

- The total insured business credit outstanding balance as of the date the insured person becomes *Totally Disabled*, subject to the coverage maximum; or
- The sum of your insured:
 - Business loan(s) outstanding balance; and
 - the average statement balance for a Revolving Credit Product(s). This statement average is calculated from the 12 months immediately prior to the date the insured person becomes *Totally Disabled*.

Note: *Disability* benefits are **not** paid for *Total Disability* during the *Elimination Period*.

In no circumstance will a Business Credit Living Benefit payment exceed the maximum coverage amounts.

When will an insurance benefit not be paid?

For complete details of coverage limitations and exclusions, please refer to the “When We Will Not Pay a *Critical Illness* Benefit”, “When We Will Not Pay a *Disability* Benefit” and “When We Will Not Pay Any Benefit and Terminate Your Coverage” sections of the Certificate of Insurance. **The following are the most common reasons for the Insurers to deny a claim for insurance benefits:**

An insured person’s benefit will not be paid if:

- the insured person is diagnosed with or have investigations that lead to a diagnosis of Cancer (life-threatening), in the first 90 days after coverage starts. (Coverage will end and premiums paid will be refunded).
- the insured person’s *Critical Illness* or *Total Disability* occurs due to a *Pre-existing Condition*.

- the insured person's *Critical Illness* resulted from the use of illegal or illicit drugs or substances.
- the insured person's *Total Disability* resulted from that person's operation or control of any motorized vehicle or watercraft and blood-alcohol concentration is in excess of legal limits in the applicable jurisdiction.

What are the consequences of misrepresentation and concealment?

We may cancel your coverage if we discover that you made a misrepresentation or concealed any information:

- on the insured person's application for insurance,
- during the insured person's medical underwriting interview (if applicable),
- on any request to make changes to the insured person's insurance coverage,
- in connection with any insurance claim.

When does Business Credit Living Benefit Insurance end?

Business Credit Living Benefit Insurance may end before your business credit is fully paid. For example, it will end when:

- the insured person is no longer associated with the business, or no longer meets the ongoing eligibility requirements;
- the insured person turns:
 - 65 years old for *Disability* coverage;
 - 70 years old for *Critical Illness* coverage;
- a total of 48 months of *Disability* benefit payments have been paid to your business credit;
- you have accumulated a total of 3 months of unpaid premiums;
- the insured person dies.

For complete details on when coverage ends, please refer to the Certificate of Insurance, section "When Your Business Credit Living Benefit Insurance Coverage Ends".

What is the cost of Business Credit Life Insurance?

The premium rate used to calculate your insurance premium is based on the insured person's:

- age at billing date
- smoking status
- gender

Insurance premiums are based on:

- the insured person's premium rate
- the average daily business credit outstanding balance* during the billing period, subject to the coverage maximum.

*The average daily business credit outstanding balance is calculated by averaging the daily balances of your insured business credit during the billing period. The cost of insurance will vary over time.

Business Credit Living Benefit Insurance premiums, plus any applicable sales taxes, are calculated separately for each insured person under your *Total Authorized Business Credit*.

Premium payments will be withdrawn automatically on the 15th calendar day of the month, or the next business day from the account indicated on the application.

Note: For complete details on premium rates and sample calculations, please refer to "What Your Coverage Costs" and "How to Calculate Your Premium" sections of the Certificate of Insurance.

Can I cancel Business Credit Living Benefit Insurance?

This insurance can be cancelled at any time by calling **1-888-983-7070**.

All cancellation requests must be made to us in writing or by phone:

- By phone: cancellation will be effective on the date of your call; or
- By mail: cancellation will be effective on the date we receive your mailed request

If coverage is cancelled within the first 30 days, we will refund any premiums paid if no claims have been made and coverage will be considered to never have been in force. If coverage is cancelled at any time after the first 30 days, and we will refund any premiums we may owe you after your coverage is cancelled. A person with signing authority on the business must provide

consent to cancel their own coverage, or the coverage of an insured person. A person with signing authority on the business cannot cancel the coverage of another signing authority.

How can I submit a claim?

Claims forms are available by calling TD Life at **1-888-983-7070**, by visiting your local TD Canada Trust branch or online at tdinsurance.com/claims. For the prompt resolution of a claim, the original claim form and proof of diagnosis of a covered *Critical Illness* or *Disability* should be sent to TD Life as soon as possible following the event and within the following time limits:

- For **Critical Illness claims**, you should submit your claim within **one year** of the insured person being diagnosed with a covered *Critical Illness*.
- For **Disability claims**, you should submit your claim within **6 months** of the insured person becoming *Totally Disabled*.

We may require that a doctor of *our* choice examines the insured person to validate a *Critical Illness* or *Disability* claim. Payment of benefits are made after proof of claim requirements are completed.

Once the proof of diagnosis of illness or disability has been received and the claim has been approved, payment will be made by *us* within 30 days.

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

Who can answer my questions about Business Credit Living Insurance?

You may contact TD Life, Sun Life's authorized administrator, at 1-888-983-7070 for questions about underwriting, claims and the administration of Business Credit Living Benefit Insurance.

For information about the obligations of insurers and distributors, you can contact the Autorité des marchés financiers as follows:

Autorité des marchés financiers
Place de la Cité, Tour Cominar
2640, boul Laurier, 4 étage
Québec QC G1V 5C1

Tel: Québec: 418-525-0337
Montreal: 514-395-0337
Toll Free: 1-877-525-0337
Website: www.lautorite.qc.ca

What if I have a complaint?

For information about the authorized administrator's complaint processing policy and where a complaint may be filed, please visit TD Life's Customer Service & Problem Resolution page online at: <https://www.tdinsurance.com/customer-service/problem-resolution>.

You can also find Sun Life's complaint processing policy and where a complaint may be filed by going to www.sunlife.ca and typing "complaint" into the search field.

For more details about Business Credit Living Benefit Life Insurance, please refer to the Certificate of Insurance attached to this Product Summary. To find this Product Summary-Certificate of Insurance booklet online please visit:

www.tdinsurance.com/products-services/credit-protection and select the "Business Credit" tab, or **www.sunlife.ca/en/explore-products/insurance/affinity-markets/creditor/distribution-guides/**

The purpose of this fact sheet is to inform you of your rights. It does not relieve the insurer or the distributor of their obligations to you.

LET'S TALK INSURANCE!

Name of distributor: **TD Canada Trust**

Names of insurers: **Sun Life Assurance Company of Canada**

Name of insurance product: **Business Credit Living Benefit Insurance**



IT'S YOUR CHOICE

You are never required to purchase insurance:

- that is offered by your distributor;
- from a person who is assigned to you; or
- to obtain a better interest rate or any other benefit.

Even if you are required to be insured, **you do not have** to purchase the insurance that is being offered. **You can choose** your insurance product and your insurer.



HOW TO CHOOSE

To choose the insurance product that's right for you, we recommend that you read the summary that describes the insurance product and that must be provided to you.



DISTRIBUTOR REMUNERATION

A portion of the amount you pay for the insurance will be paid to the distributor as remuneration.

The distributor must tell you when the remuneration exceeds 30% of that amount.



RIGHT TO CANCEL

The Act allows you to rescind an insurance contract, **at no cost**, within 10 days after the purchase of your insurance. However, the insurer may grant you a longer period of time. After that time, fees may apply if you cancel the insurance. **Ask** your distributor about the period of time granted to cancel it **at no cost**.

If the cost of the insurance is added to the financing amount and you cancel the insurance, your monthly financing payments might not change. Instead, the refund could be used **to shorten the financing period. Ask your distributor for details.**

The Autorité des marchés financiers can provide you with unbiased, objective information.

Visit **www.lautorite.qc.ca** or call the AMF at 1-877-525-0337.

Reserved for use by the insurers: Sun Life Assurance Company of Canada

This fact sheet cannot be modified

Protection for your Business

Protect What's Important

Certificate of Insurance

- **All coverages provided by:**

Sun Life Assurance Company of Canada

("Sun Life")

Group Creditor Benefits

227 King Street South

P.O. Box 638, Station Waterloo

Waterloo, Ontario

Canada N2J 4B8

- **Administered by:**

TD Life Insurance Company ("TD Life")

P.O. Box 1

TD Centre

Toronto, Ontario M5K 1A2

Certificate of Insurance

Pages 18 to 44 of this booklet form the Certificate of Insurance and apply to you and any *Insured Person* covered by *Business Credit Living Benefit Insurance*.

Note: In this Certificate of Insurance, *you* and *your* refer to the business identified in the *Application* who is/are insured under the *Policy*. *We, us* and *our* refer to Sun Life Assurance Company of Canada (“Sun Life”) or TD Life Insurance Company (“TD Life”), as applicable.

All coverages are insured by Sun Life under group *Policy # 45073*. TD Life acts as an administrator for Sun Life.

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

Introduction to Your Insurance Coverage

Business Credit Living Benefit Insurance provides *Critical Illness* and *Disability* coverages as described below:

- For *Critical Illness* coverage, we will pay *TD Bank* a benefit amount towards *your* insured business credit products in the event an *Insured Person* is diagnosed with *Cancer (life-threatening)*, *Acute Heart Attack*, or *Stroke* (see page 29 of the Certificate of Insurance for the definitions of covered critical illnesses).
- For *Disability* coverage, we will pay *TD Bank* a monthly benefit amount towards *your* insured business credit products in the event an *Insured Person* becomes *Totally Disabled* (see page 35 of the Certificate of Insurance for the definitions of *Totally Disabled*).

The maximum *Critical Illness* coverage that *you* can apply and be insured for is \$1,000,000, with a maximum of \$500,000 coverage towards *your Revolving Credit Products*. The maximum *Disability* coverage amount is a monthly benefit equal to the lesser of \$3,000 or 1% of *your* total insured business credit outstanding balance. The maximum benefit period is 24 months per disability, up to a maximum of 48 monthly *Disability* payments per *Insured Person*.

These limits apply to the sum of all insured *TD Canada Trust* business credit. If the total of all *your* business credit exceeds these maximums, partial coverage can be offered.

The terms and conditions of *your* coverage under the *Policy* consist of:

- *your Application*;
- *your Certificate of Insurance* included in this booklet;
- *your Notification of Change Form*, if required;
- any other documents we require *you* to submit;
- *your answers* to questions we may ask *you* in considering *your* coverage, whether communicated verbally, in writing or electronically; and
- any written confirmation of coverage we may provide *you*.

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

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

You or the person making a claim on *your* behalf may request copies of any of these documents by contacting *us* at **1-888-983-7070**.

Who We Pay The Benefits To

When a claim is approved, we will pay the benefits as follows:

- For *Critical Illness* and *Disability* claims, payment will be made to *TD Bank* to pay towards the outstanding balance under *your Total Authorized Business Credit*.

For more information, please refer to section “Coverages”.

To determine the dollar amount of a claim please refer to the “How a *Critical Illness* Benefit is Determined and Paid” and “How a *Disability* Benefit is Determined and Paid” sections of this Certificate of Insurance.

Who is Eligible for Coverage

Businesses

Business Credit Living Benefit Insurance coverage is offered exclusively to business credit customers of *TD Bank* that are a sole proprietorship, partnership, non-public corporation or other entity operating a business or farm.

Insured Persons

If you want to insure more than one person on *your* insured business credit, each person must complete and submit a separate *Application*.

On the date an *Application* is completed and submitted, the *Insured Person* must be a Canadian resident between 18 and 55 years old, who has a financial interest in the business as either of the following:

- a person who owns the business; or
- a personal guarantor of some or all of the debt included in the *Total Authorized Business Credit*.

The *Insured Person* must also:

- be *Actively Working* on the date of *Application* for wages or expectation of profit. *Actively Working* or *Actively at Work* means carrying out the regular duties of the *Insured Person's* occupation, at least 20 hours a week, for wages or expectation of profit. The *Insured Person* must also be carrying out these duties in Canada, and for the business. Personal guarantors who do not have an occupation or work with the business must be able to perform all *Activities of Daily Living* at the time of application; and
- must not have applied for or received disability payments, benefits or disability pension from any source, in the 24 months prior to applying.

A Canadian resident is any person who:

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

Misstatement of Age and Gender

If a Certificate of Insurance is issued on an *Insured Person* based on an incorrect age, the following may apply:

- If the *Insured Person* is still eligible for insurance, the premium amount will be adjusted to the correct amount based on the correct date of birth at the *Insured Person's* effective date; and

- If overpaid, we will refund the excess premiums calculated at the time a claim is made against this Certificate of Insurance; or
- If underpaid, we will decrease the benefit amount by the amount underpaid at the time a claim is made against this Certificate of Insurance;
- If the *Insured Person* is not eligible for insurance, all coverages under this *Policy* will be considered never to have been in force and we will refund all premiums paid.

If a Certificate of Insurance is issued to an *Insured Person* based on an incorrect gender, the following may apply:

- The premium amount will be adjusted to the correct amount based on the correct gender at the *Insured Person's* effective date and:
 - If overpaid, we will refund the excess premiums calculated at the time a claim is made against this Certificate of Insurance; or
 - If underpaid, we will decrease the benefit amount by the amount underpaid at the time a claim is made against this Certificate of Insurance.

How to Apply

To apply for coverage, you must complete and submit an *Application*.

How To Submit A Claim

Claim forms are available by calling us at **1-888-983-7070** or by visiting any *TD Canada Trust* Branch.

We Must Receive A Claim Within A Specific Time

- For a *Critical Illness* claim, you must submit a written claim to us within **one year** of the *Insured Person* being diagnosed with a covered *Critical Illness*. You will also need to provide written proof from a qualified physician practicing in Canada, of the diagnosis of a covered *Critical Illness*.
- For a *Disability* claim, you must submit your claim within **6 months** of the date the *Insured Person* becomes *Totally Disabled*.

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

We may also require:

- additional proof or information regarding the claim;

- the *Insured Person* to be examined by a physician of *our* choice to validate a claim; or
- both.

We will only pay benefits after these requirements are satisfied.

Additional Claim Information

- You are limited to one claim for *Critical Illness*. If we pay any *Critical Illness* benefit on *your* insured business credit products, *Critical Illness* and *Disability* coverages will end for the *Insured Person*;
- You are responsible for continuing to pay *your* insurance premiums and regular business credit payments during the *Disability* benefit payment.
- We describe how we determine the amount of *your* benefit in the sections “How a *Critical Illness* Benefit is Determined and Paid” and “How a *Disability* Benefit is Determined and Paid”.
- Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.

Coverages

How Much You Are Covered For

You can apply to insure all (full coverage) or part (partial coverage) of your *Total Authorized Business Credit*, subject to the coverage maximums.

Total Authorized Business Credit is the sum of your business loans, TD Business Credit Cards, lines of credit and overdraft protection after *TD Bank* advances the funds and includes the following:

- The current loan amount for business loans (including Business Mortgages).
- The credit limit amount for business lines of credit, business overdraft protection or TD Business Credit Card.

Business Credit products not included in the *Total Authorized Business Credit* and therefore not covered:

- TD Venture Line of Credit® Visa* Card;
- Any standalone Letters of Credit, Letters of Guarantee, or U.S. Dollar Business Credit facilities that are not part of a Commercial Line of Credit;
- Reserve Loans.

The following example illustrates how to calculate your *Total Authorized Business Credit*:

If you have the following debt:	Your Total Authorized Business Credit will equal:
<ul style="list-style-type: none">• The credit limit on your business line of credit is \$700,000 (included);• The outstanding balance on your business loan is \$100,000 (included); and• Letter of Credit for \$33,000 (not included)	<p>\$600,000</p> <ul style="list-style-type: none">• Since the maximum coverage offered for a business line of credit is \$500,000, your total coverage is for \$600,000 (\$500,000 for the business line of credit plus \$100,000 for the business loan).

Total Authorized Business Credit would be the maximum benefit that you

are eligible for, subject to *your* approved coverage amount. *Critical Illness* or *Disability* benefits will be based on *your* total insured business credit outstanding balance as of the date of diagnosis of a covered *Critical Illness* or date of *Total Disability*. Please refer to sections “How a *Critical Illness* Benefit is Determined and Paid” and “How a *Disability* Benefit is Determined and Paid” for details.

As a general rule, a business credit is only insured if there is a balance outstanding on the day the benefit is calculated, except if:

- *you* enter into an Agreement of Purchase and Sale for a business asset such as real estate or equipment; and
- *TD Bank* commits to advance funds to pay for the business asset; and
- the *Insured Person* suffers from a covered *Critical Illness* or becomes *Totally Disabled* which would be covered under this Certificate of Insurance after it comes into effect, but before the funds are advanced.

In such case, if *TD Bank* subsequently advances the funds with respect to the business asset, the amount of that business loan or business mortgage will be included in the outstanding balance for the purpose of the calculation of benefits. The benefit in this case will be limited to \$500,000 only.

Your Business Credit Living Benefit Insurance is based on the amount of insurance *you* applied for, and the *Total Authorized Business Credit* amount. If *you* have full coverage, *your Critical Illness* and *Disability* coverage automatically reduces as the *Total Authorized Business Credit* reduces.

If the *Total Authorized Business Credit* is later increased, *you* can apply to increase *your* coverage (See “Making A Change To Your Coverage” page 36). If *you* have partial coverage, *your Business Credit Living Benefit Insurance* coverage will not change as long as it remains below the *Total Authorized Business Credit*.

Your Business Credit Living Benefit Insurance coverage equals the lesser of:

- *your Total Authorized Business Credit* amount;
- the amount of insurance applied for in the *Application*;
- insurance coverage from the previous day where *your Total Authorized Business Credit* has been increased but not the *Business Credit Living Benefit Insurance* coverage; or
- \$1,000,000 with a maximum of \$500,000 towards *Revolving Credit Product(s)*. If the business has one or more *Revolving Credit Products*, then the \$500,000 maximum coverage will be applied to the sum of all *your Revolving Credit Products*.

For Example:

1. If you have a business line of credit with a \$100,000 limit, and you insured all of it, your maximum *Business Credit Living Benefit Insurance* coverage will remain fixed at \$100,000.
2. If you have a business line of credit with a \$100,000 limit and a business loan with a balance of \$100,000 at the time you applied for insurance and you insured all of it, your initial *Business Credit Living Benefit Insurance* coverage would be \$200,000.
If during the course of the year the outstanding balance of your business loan reduced to \$75,000, your maximum *Business Credit Living Benefit Insurance* coverage would automatically have reduced to \$175,000.
3. If under example 2 you had only applied for \$100,000 in insurance, your maximum *Business Credit Living Benefit Insurance* coverage would have remained fixed at \$100,000.

We know it can take time to access your business credit. Therefore, during the initial 180 days from coverage taking effect, your coverage will fluctuate up and down as your *Total Authorized Business Credit* fluctuates (up to the amount of insurance you applied for).

Once your coverage takes effect, you can apply to increase or decrease your coverage, as described in the section “Making A Change To Your Coverage”. If you do so and we accept your change request, your *Business Credit Living Benefit Insurance* coverage will be increased or decreased by the approved amount.

Partial Coverage

We may offer you partial *Business Credit Living Benefit Insurance* coverage under the following two scenarios:

- If the total of all your *Total Authorized Business Credit* is equal to or less than \$1,000,000, you may apply for partial coverage in the amount you choose; or
- If your *Total Authorized Business Credit* exceeds \$1,000,000, you can apply for partial coverage in the amount you choose, but the maximum cannot exceed \$1,000,000. For *Revolving Credit Products*, the maximum coverage is \$500,000.

In this case, your partial coverage amount will be a portion of all your *Total Authorized Business Credit* borrowings.

When Your Coverage Starts

If you meet all eligibility requirements, coverage will take effect as follows:

- If coverage is less than \$500,000 and you answered “NO” to all questions in the *Application*, coverage takes effect on the date you applied for coverage; or
- If the coverage requested for all your insured business credit combined is greater than \$500,000, or you answered “YES” to any of the questions in the *Application* a separate *Health Questionnaire* is required. In this case, your coverage will take effect when we write you to let you know that you’re approved.

When You Must Complete a Health Questionnaire

The *Insured Person* will need to complete a *Health Questionnaire* if the *Application* contains a “YES” response to any of the questions (Section: “Information About Your Application and Your Health”) or if the amount of coverage requested for all your insured business credit combined is greater than \$500,000.

We will review your *Application* and let you know by mail if you are approved for the coverage you applied for.

If a *Health Questionnaire* is required and not submitted, coverage will not take effect.

When We Will Not Pay Any Benefit, and Terminate Your Coverage

- the *Insured Person* failed to accurately answer the question: “Have you smoked any product or used any substance or product containing tobacco, nicotine or marijuana within the last 12 months?” in the *Application*;
- you or the *Insured Person* give any false or incomplete responses to requests for information that we require to approve your insurance*;
- you or the *Insured Person* give any false or incomplete information when requesting any change to your coverage*; or
- If the *Insured Person’s* diagnosis of *Cancer (life-threatening)* or investigation leading to a diagnosis occurs within 90 days of the *Insured Person’s* coverage effective date. In this case, we will refund any premiums paid.

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

Critical Illness Coverage

Critical Illness covers the following conditions: *Cancer (life-threatening)*, *Acute Heart Attack*, and *Stroke*.

Minimum and Maximum *Critical Illness* Coverage Amounts

Critical Illness provides coverage for *your* insured business credit product(s). The minimum amount of coverage *you* can apply for is \$5,000. The total maximum *Critical Illness* coverage amount is \$1,000,000 with a maximum of \$500,000 towards a *Revolving Credit Product(s)*. If the business has two or more *Revolving Credit Products*, then the maximum of \$500,000 will be applied to the sum of all *Revolving Credit Products*.

How a *Critical Illness* Benefit is Determined and Paid

Once coverage is in effect, in the event an *Insured Person* is diagnosed with *Cancer (life-threatening)*, *Acute Heart Attack*, or *Stroke*, upon approval of a claim, we will pay a benefit to *TD Bank*.

We will determine the amount payable as of the date of diagnosis.

The maximum *Critical Illness* coverage amount payable is \$1,000,000, with a maximum of \$500,000 towards a *Revolving Credit Product(s)*. If the business has two or more *Revolving Credit Products*, then the maximum of \$500,000 will be applied to the sum of all the *Revolving Credit Products*. The total claim amount payable is equal to the lesser of:

- The total insured business credit outstanding balance on the date of diagnosis, subject to the coverage maximum; or
- The sum of *your* insured:
 - Business loan(s) outstanding balance; and
 - The average statement balance for a *Revolving Credit Product(s)*. This average is calculated from the statement balances 12 months immediately prior to the date of diagnosis.

For Example:

- At the date of the *Insured Person's* diagnosis, the outstanding balance on *your* insured business loan is \$100,000.
- At the date of *Insured Person's* diagnosis, the statement balance on *your* insured business line of credit is \$75,000 where the monthly statement balances for the prior 12 months of *your* insured business line of credit are listed in the table below.
- The total amount payable will be \$125,833.33 (\$100,000 + \$25,833.33).

Business LOC Statement balance (\$)	Months											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	5,000	6,000	7,000	8,000	9,000	10,000	15,000	25,000	35,000	50,000	65,000	75,000
Average business LOC Statement balance	$(\$5,000 + \$6,000 + \$7,000 + \$8,000 + \$9,000 + \$10,000 + \$15,000 + \$25,000 + \$35,000 + \$50,000 + \$65,000 + \$75,000) / 12 = \$25,833.33$											
Insurance benefit paid	$\$100,000 + \$25,833.33 = \$125,833.33$											

The benefit date is the date when the outstanding balance is used to determine the amount of insurance payable. The benefit date is determined by the date of diagnosis.

The *Critical Illness* benefit will be first applied to *your* insured business loan(s) followed by *your* insured *Revolving Credit Product(s)* consisting of business line of credit(s) and/or business overdraft protection. Any remaining benefit amount will then be applied towards *your* insured TD Business Credit Card account(s).

When We Will Not Pay A *Critical Illness* Benefit

- If the *Insured Person's* diagnosis of a covered *Critical Illness* occurs within 24 months of the effective date of *your* coverage and is a result of an illness or condition for which the *Insured Person* had symptoms or received medical consultation, treatment, care or services, including prescribed medication, during the 24 months prior to the effective date of *your Critical Illness* coverage (this is called a “**pre-existing condition**”). If *you* increase *your* coverage, the pre-existing condition will apply during the 24 months prior to the effective date of the coverage increase;
- If *your* claim is a result of an *Insured Person's* use of illegal or illicit drugs or substances;
- If *your* claim is the result of an *Insured Person's* misuse of medication obtained with or without a prescription; or
- If the *Insured Person* fails to attend an independent medical examination arranged by the insurer.

Definitions Applicable To *Critical Illness* Coverage

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

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

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

Acute Heart Attack does not include:

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

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

Cancer (life-threatening) does not include:

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

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

Stroke does not include:

- Transient Ischemic Attacks

Disability Coverage:

Disability is coverage that pays a monthly benefit in the event an *Insured Person* becomes *Totally Disabled*.

Disability Maximum Benefit Amounts

The maximum *Disability* benefit offered on *your* insured business credit products is \$3,000 monthly, for a maximum of 24 months per disability. *Disability* coverage under this *Policy* is limited to a maximum of 48 months of benefit payments per *Insured Person*. In the event an *Insured Person* is *Totally Disabled*, we will pay a monthly benefit towards *your* insured business credit products after the *Elimination Period*, subject to any limitations set out in this Certificate of Insurance. *You* will not be paid a *Disability* benefit and no benefit will accrue during this period.

How a Disability Benefit is Determined and Paid

When an insurance benefit is paid, monthly benefit payments will be made towards *your* insured business credit product(s), subject to the coverage maximums. The monthly benefit will be calculated as 1% of the lesser of:

- The total insured business credit outstanding balance as of the date the *Insured Person* becomes *Totally Disabled*, subject to the coverage maximum; or
- The sum of *your* insured:
 - Business loan(s) outstanding balance; and
 - The average statement balance for a *Revolving Credit Product(s)*. This statement average is calculated from the 12 months immediately prior to the date the *Insured Person* becomes *Totally Disabled*.

These limits apply to the sum of all of *your TD Bank* business credit products insured with this coverage.

For Example:

- On the date the *Insured Person* becomes *Totally Disabled*, the outstanding balance on *your* insured business loan is \$100,000.
- On the date the *Insured Person* becomes *Totally Disabled*, the total outstanding balance on *your* business line of credit is \$75,000 where the total insured monthly statement balances for the prior 12 months are listed in the table below.
- The total balance will be \$125,833.33.
- The total monthly *Disability* benefit amount payable will be \$1,258.33 as calculated in the following table.

Business LOC balance (\$)	Months											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	5,000	6,000	7,000	8,000	9,000	10,000	15,000	25,000	35,000	50,000	65,000	75,000
Average business LOC Statement balance	$(\$5,000 + \$6,000 + \$7,000 + \$8,000 + \$9,000 + \$10,000 + \$15,000 + \$25,000 + \$35,000 + \$50,000 + \$65,000 + \$75,000) / 12 = \$25,833.33$											
Total balance	$\$100,000 + \$25,833.33 = \$125,833.33$											
Monthly Insurance benefit paid	$1\% \times \$125,833.33 = \$1,258.33$											

If an *Insured Person* is only *Totally Disabled* for a portion of any month, benefit payments will be prorated accordingly.

When a monthly *Disability* benefit is paid, the amount, subject to the coverage maximum, will be deposited to *your TD Canada Trust* business chequing account. If you do not have a *TD Canada Trust* business chequing account, the benefit amount will be applied to the insured business credit product(s).

Note: If any of *your* insured business credit products included in *your Total Authorized Business Credit* is in delinquent status, the *Disability* benefit will be paid first towards the insured business credit product in a delinquent status.

During the period that we pay *Disability* benefits:

- The *Insured Person* must be under the continuous care of a doctor licensed to practice medicine in Canada; and
- The *Insured Person* cannot be doing any work for pay or expectation of profit; or
- If the *Insured Person* is a personal guarantor of the insured business credit and does not have an occupation or is not *Actively Working* for the business, then they must be unable to perform 2 out of the 6 *Activities of Daily Living*. (For the complete list of *Activities of Daily Living*, see section “Definitions Applicable to *Disability* Coverage” on page 34)

Additionally:

- If we determine that the *Insured Person* has recovered and is no longer *Totally Disabled*, we will stop paying benefits.
- In the event the *Insured Person's Total Disability* recurs, you may submit an additional *Disability* claim, up to the maximum of 24 monthly payments, subject to the conditions stated below.
- If the *Insured Person's Total Disability* recurs from the same or related cause and the *Insured Person* is again *Totally Disabled* within 180 days of the date the benefit payments ended, we will waive the *Elimination Period*, which is 30 consecutive days after being *Totally Disabled*, and resume paying benefits until a total of 24 monthly *Disability* payments have been paid, including payments prior to the recurrence period.
- However, if the *Insured Person's Total Disability* recurs later than 180 days after the date the benefit payments ended, provided that the *Insured Person* had been back to work for a 180-day period, or satisfied all the *Activities of Daily Living* conditions in the case of a personal guarantor, we will treat it as a new claim.
- if the *Insured Person* suffers a *Total Disability* from a different cause, we will treat it as a new claim and a new *Elimination Period* will apply.

If more than one *Insured Person* becomes *Totally Disabled* at the same time, we will pay benefits up to a maximum of two *Insured Persons* simultaneously. In this case, we will pay monthly benefits up to a maximum of the lesser of \$3,000 or 1% of the total insured business credit outstanding balance per claim.

In no circumstance will the monthly *Disability* benefit payment exceed the maximum coverage amounts.

If any of your insured business credit products under your *Total Authorized Business Credit* are closed while you are receiving *Disability* benefit payments, your *Disability* benefit payment will be reduced accordingly.

Your Business Credit Account Payments While Receiving Disability Benefits

Since the *Disability* benefit is the lesser of \$3,000/month or 1% of the total insured business credit outstanding balance, **the *Disability* benefit paid may be less than the regular business credit payments required for your insured business credit products.** The payment date of the monthly *Disability* benefits may not coincide with the date of regular business credit account payments.

You are responsible for making the regular business credit account payments during the time a *Disability* claim is active for an *Insured Person*.

When We Will Not Pay A *Disability* Benefit

- if the *Insured Person's Total Disability* occurs before that *Insured Person's* coverage starts;
- if the *Insured Person's Total Disability* occurs within 24 months of the effective date of coverage, 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 24 months prior to the effective date of coverage (this is called a “**pre-existing condition**”). If you increase your coverage, the pre-existing condition will apply during the 24 months prior to the effective date of the coverage increase;
- if the *Insured Person's Total Disability* is a result of a normal pregnancy;
- if the *Insured Person's Total Disability* is the result of the operation or control of any motorized vehicle or watercraft with blood alcohol concentration in excess of legal limits in the applicable jurisdiction;
- if the *Insured Person's Total Disability* results from events directly or indirectly relating to, arising from or following the *Insured Person's* participation or attempted participation in a criminal offence;
- if the *Insured Person's Total Disability* is a result of the *Insured Person's* intentional self-inflicted injury;
- if the *Insured Person* is not *Actively at Work* due to job loss, strike, or layoff;
- if the *Insured Person* is confined in a prison or a similar institution;
- if the *Insured Person* becomes *Totally Disabled* as a result of elective cosmetic surgery or experimental surgery or Treatment;
- if the *Insured Person* is not under the active and continual care of a Physician, or is not following the appropriate treatment prescribed by the *Insured Person's* Physician;
- if the *Insured Person* is a personal guarantor of the insured business credit who did not satisfy the *Actively at Work* requirement and was not able to perform all the *Activities of Daily Living* at the time of *Application*;
- if the *Insured Person's* claim is not made within 6 months of the date of the *Insured Person's Total Disability*;
- if *Total Disability* occurs after the *Insured Person* turn 65 years of age;
- if more than two *Insured Persons* are *Totally Disabled* at the same time; in this case, we will only pay benefits for the first two *Insured Persons* who become *Totally Disabled*;

- if the *Insured Person's* maximum of 24 months of *Disability* benefits has been reached for a single claim, or
- if the *Insured Person* has reached the maximum of 48 monthly *Disability* benefit payments. In this case, only *Critical Illness* coverage will continue.

When Your *Disability* Insurance Benefit Payments End

Approved *Disability* benefit payments will end on the earliest of the following dates:

- the date the *Total Disability* ends or the *Insured Person* returns to work;
- the date the *Insured Person* becomes engaged in any business, occupation or undertaking for wages or expectation of profit;
- the date that 24 months of *Disability* benefit payments have been made on the claim;
- the date that 48 months of *Disability* benefit payments have been made for an *Insured Person*;
- the date of the *Insured Person's* death;
- the date the *Insured Person* is no longer under the active and continuous care of a Physician, or is not following the treatment prescribed by their Physician;
- the date the *Insured Person* fails to attend an independent medical examination arranged by the insurer;
- the date the *Insured Person* fails to provide proof of continuing *Total Disability* to the insurer; or
- the date the *Business Credit Living Benefit Insurance* coverage ends (see 'When Your *Business Credit Living Benefit Insurance* Coverage Ends').

Definitions Applicable To *Disability* Coverage

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

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

Definitions Continued

Disability: coverage if an *Insured Person* becomes *Totally Disabled* as more fully described in the “*Disability Coverage*” section.

Elimination Period: the first 30 consecutive days that the *Insured Person* is unable to perform all or substantially all of the duties of the *Insured Person’s* occupation before the *Insured Person* became *Totally Disabled*. You will not be paid a *Disability* benefit and no benefit will accrue during this period.

In the case of a personal guarantor of the insured business credit, this means that the benefit will only be paid if the *Total Disability* lasts more than 30 complete and consecutive days, starting on the date the *Insured Person* became *Totally Disabled*.

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

- during the first 30 consecutive days, the *Insured Person* is unable to perform all or substantially all of the duties of the *Insured Person’s* occupation before the *Insured Person* became disabled. This is called the *Elimination Period*. You will not be paid a *Disability* benefit and no benefit will accrue during this period;
- for the first 12 months following the *Elimination Period*, the *Insured Person* is unable to perform all or substantially all of the duties of the *Insured Person’s* occupation before the *Insured Person* became disabled.
- after the first 12 months of benefits, the *Insured Person* is completely unable to engage in any occupation for which the *Insured Person’s* education, training or experience qualifies the *Insured Person*.
- If the *Insured person* is a personal guarantor of the insured business credit and does not have an occupation or work for the business, *Totally Disabled/Total Disability* means that due to *Accident* or sickness, the *Insured Person* requires active and continuous care of a physician and is unable to perform 2 out of the 6 *Activities of Daily Living*.

Definitions Continued

Activities of Daily Living – The basic activities are:

- **Bathing** – the ability to wash oneself in the bathtub, shower or by sponge bath, with or without the aid of assistive devices
- **Dressing** – the ability to put on and remove necessary clothing, braces, artificial limbs, or other surgical appliances with or without the aid of assistive devices
- **Toileting** – the ability to get on and off the toilet and maintain personal hygiene with or without the aid of assistive devices
- **Bladder and Bowel continence** – the ability to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained
- **Transferring** – the ability to move in and out of a bed, chair or wheelchair, with or without the aid of assistive devices
- **Feeding** – the ability to consume food or drink that already has been prepared and made available, with or without use of assistive devices

Making a Change To Your Coverage

If *you* are requesting a change, it will take effect on the first billing period following the date we receive the completed *Notification of Change Form*.

How You Can Increase Your Coverage

Business Credit Living Benefit Insurance allows *you* to increase *your* coverage up to \$25,000 once in a calendar year without a new *Application*, based on the eligibility requirements. To apply for this increase option, *you* must provide *us* with a completed *Notification of Change Form*. This option cannot be accumulated from year to year and cannot exceed *your Total Authorized Business Credit with TD Bank* or the maximum of \$1,000,000 per *Insured Person* under this *Policy*. If the business has two or more *Revolving Credit Products*, then the maximum of \$500,000 will be applied to the sum of all *Revolving Credit Products*.

If *you* want to increase *your* coverage by more than \$25,000, *you* must complete a new *Application*.

All *Applications* or *Notification of Change Forms* for an increase in coverage are subject to *our* underwriting practices in place at the time you submit an *Application*. We reserve the right to change *our* underwriting requirements and the questions in the *Application* at any time.

The **pre-existing condition** applies to any increased amount applied for under any *Notification of Change Form*. For more details on the **pre-existing condition** for *Critical Illness* and *Disability* coverage, please refer to the sections; “When We Will Not Pay A *Critical Illness* Benefit” and “When We Will Not Pay A *Disability* Benefit”.

Coverage cannot be increased while an *Insured Person* is *Totally Disabled* and receiving monthly *Disability* benefits.

Coverage cannot be increased if the *Insured Person* has applied for or received disability payments, benefits or disability pension from any source, in the prior 24-month period.

If the *Insured Person* has completed 48 months of *Disability* benefit payments for the existing coverage, then a new *Application* is required for any further increase in coverage.

How Your Coverage Can Decrease

If you apply to decrease *your* coverage by completing the relevant section of the *Notification of Change Form*, we will adjust the coverage amount and recalculate *your* premium, effective the first billing period following the date we receive this form.

In addition, if you reduce *your Total Authorized Business Credit* below the *Business Credit Living Benefit Insurance* coverage, *your* coverage will automatically decrease as described in the section “How Much You are Covered For”.

How to Make a Change to Your Smoking Status

If we were originally told the *Insured Person* was a smoker and it has been 12 months or more since the *Insured Person* last smoked or used any substance or product containing tobacco, nicotine, or marijuana, *you* can apply for non-smoker rates by having the *Insured Person* complete a *Notification of Change Form*.

When Your Business Credit Living Benefit Insurance Coverage Ends

Critical Illness coverage ends on the *Insured Person's* 70th birthday.

Disability coverage ends without notice to *you* on the *Insured Person's* 65th birthday. *Disability* coverage will also end when we pay 48 months of *Disability* benefit payments to *your* insured business credit.

Your *Critical Illness* and *Disability* coverages on your *Total Authorized Business Credit* will end without notice to you on the date when any of the following occurs:

- The *Insured Person* is no longer associated with the business, or no longer meets the eligibility requirements;
- A diagnosis of *Cancer (life-threatening)* or investigation leading to a diagnosis occurs within 90 days of your coverage taking effect;
- We receive a written request from you to cancel your coverage or, if we are able to confirm your identity, we receive your request by telephone to cancel coverage under the following conditions:
 - A person with signing authority on the business must provide consent to cancel their own coverage or the coverage of an *Insured Person*;
 - A person with signing authority on the business cannot cancel coverage of another signing authority;
- Your insured business credit is paid in full, refinanced, discharged or assumed by another person*;
- Your insured business credit is transferred to another financial institution*;
- You have accumulated a total of 3 months of unpaid premiums;
- TD Bank starts legal proceedings against you concerning your insured business credit *;
- We pay any *Critical Illness* insurance benefit to your insured business credit;
- 30 days after we or TD Canada Trust gives you written notice of the termination of the *Policy**.

*This will end *Business Credit Living Benefit Insurance* coverages for all *Insured Persons*.

When your insurance coverage ends for any reason, we will not notify the other person(s) liable to TD Bank for the *Total Authorized Business Credit*. We will refund any premiums we may owe you after your coverage ends.

Premium Information for *Business Credit Living Benefit Insurance*

What Your Coverage Costs

How premiums work:

- The rate used to calculate *your* premiums is based on the *Insured Person's* age at billing, gender, and smoking status.
- To be eligible to apply for non-smoker rates, the *Insured Person* must not have smoked or used any substance or product containing tobacco, nicotine or marijuana within the last 12 months of *your* effective date.
- Provincial sales taxes are added to *your* premiums, if applicable.

Critical Illness coverage will continue and *your* premiums will not be adjusted when an *Insured Person's Disability* coverage ends for the following reasons:

- The *Insured Person* turns 65 years of age; or
- The *Insured Person* reaches the maximum *Disability* benefit payment of 48 months

Your premiums are based on the following:

- the average of the daily outstanding balance during the billing period; and
- the monthly premium rates per \$1,000 of average daily business credit outstanding balance as shown on the following chart.

The billing period runs from the 11th calendar day of the previous month to the 10th calendar day of the current month. Premiums are due on the 15th calendar day of the month or next business day.

These rates do not include provincial sales taxes.

Every year, on the first billing following the *Insured Person's* birthday, *you* move up to the next premium rate shown.

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

Premium Rates

Monthly premium rates per \$1,000 of average daily business credit outstanding balance are shown in the chart on the following page.

Age at billing	Male		Female	
	Non-smoker (\$)	Smoker (\$)	Non-smoker (\$)	Smoker (\$)
26 and under	0.25	0.27	0.25	0.26
27	0.26	0.28	0.26	0.27
28	0.26	0.28	0.26	0.27
29	0.26	0.28	0.26	0.27
30	0.27	0.29	0.27	0.28
31	0.28	0.31	0.29	0.29
32	0.29	0.32	0.30	0.30
33	0.31	0.36	0.32	0.32
34	0.34	0.39	0.34	0.35
35	0.36	0.42	0.38	0.39
36	0.38	0.45	0.41	0.43
37	0.41	0.49	0.44	0.48
38	0.45	0.55	0.48	0.54
39	0.50	0.62	0.52	0.61
40	0.51	0.67	0.55	0.67
41	0.55	0.73	0.59	0.75
42	0.59	0.79	0.63	0.82
43	0.63	0.87	0.68	0.92
44	0.69	0.97	0.73	1.02
45	0.78	1.13	0.81	1.19
46	0.85	1.32	0.88	1.31
47	0.92	1.54	0.94	1.44
48	1.02	1.79	1.01	1.61
49	1.10	2.08	1.08	1.75
50	1.26	2.18	1.12	1.91
51	1.40	2.27	1.19	2.05
52	1.49	2.46	1.24	2.18
53	1.64	2.77	1.32	2.33
54	1.81	3.09	1.40	2.48
55	2.11	3.64	1.61	2.91
56	2.46	4.30	1.86	3.42
57	2.78	5.05	2.14	3.91
58	3.06	5.64	2.28	4.18
59	3.35	6.24	2.43	4.46
60	3.66	6.83	2.56	5.28
61	3.95	7.47	2.71	5.63
62	4.26	8.08	2.87	5.96
63	4.62	8.75	3.04	6.33
64	5.00	9.39	3.23	6.71
65	5.50	10.01	3.42	7.80
66	5.86	10.56	3.58	8.19
67	6.22	11.07	3.74	8.59
68	6.58	11.56	3.92	9.06
69	6.95	12.02	4.11	9.54

How To Calculate *Your* Premium

To calculate *your* monthly premium:

1. Find the rate that applies to the *Insured Person* in the premium rate table;
2. Multiply it by the average daily business credit outstanding balance;
3. Divide the answer by 1,000; and
4. Add applicable provincial sales taxes.

Average daily business credit outstanding balance is calculated by averaging the daily balances of *your* insured business credit during the billing period.

For Example:

You are a 35 year old male, non-smoker and *you* have a business loan that has an average balance for the month equal to \$100,000. *Your* monthly insurance premium would be:

Living Benefit Premium Calculation Sample	
Step 1: Premium rate	\$0.36
Step 2: Average daily business credit outstanding balance	$\$0.36 \times \$100,000 = \$36,000$
Step 3: Average daily business credit outstanding balance divided by 1000	$\$0.36 \times \$100,000 \div 1000 = \$36$
Step 4: Applicable PST	$\$36 + (\$36 \times 8\%) = \$38.88$
Monthly premium of \$38.88.	

In the above example, if *your* business loan has an average balance of \$100,000 and *you* have partial coverage of \$50,000, the premiums will be calculated on the lesser of *your* coverage amount and average business credit outstanding balance. In this case, the premium would be calculated using *your* \$50,000 coverage amount as it is the lesser amount.

Living Benefit Premium Calculation Sample	
Step 1: Premium rate	\$0.36
Step 2: Average daily business credit outstanding balance	$\$0.36 \times \$50,000 = \$18,000$
Step 3: Average daily business credit outstanding balance divided by 1000	$\$18,000 \div 1,000 = \18.00
Step 4: Applicable PST	$\$18.00 + (\$18.00 \times 8\%) = \$19.44$
Monthly premium of \$19.44.	

Your Payments

We will withdraw *your* insurance premiums, plus any applicable sales taxes, on the 15th calendar day of the month, or the next business day from the account indicated on the *Application*.

Definitions Of The Terms We've Used

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

Accident

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

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

Acute Heart Attack

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

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

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

Acute Heart Attack does not include:

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

Activities of Daily Living

Activities of Daily Living – The basic activities are:

- **Bathing** – the ability to wash oneself in the bathtub, shower or by sponge bath, with or without the aid of assistive devices
- **Dressing** – the ability to put on and remove necessary clothing, braces, artificial limbs, or other surgical appliances with or without the aid of assistive devices
- **Toileting** – the ability to get on and off the toilet and maintain personal hygiene with or without the aid of assistive devices
- **Bladder and Bowel continence** – the ability to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained
- **Transferring** – the ability to move in and out of a bed, chair or wheelchair, with or without the aid of assistive devices
- **Feeding** – the ability to consume food or drink that already has been prepared and made available, with or without use of assistive devices

Actively Working/Actively at Work

Actively Working or *Actively at Work* means carrying out the regular duties of the *Insured Person's* occupation, at least 20 hours a week, for wages or expectation of profit.

Application

the completed written, printed, electronic and/or telephone *Application for Business Credit Living Benefit Insurance*, including the *Health Questionnaire*, if applicable.

Definitions Continued

Business Credit Living Benefit Insurance

Critical Illness and Disability coverage as described in this Certificate of Insurance and provided under the *Policy*.

Cancer (life-threatening)

A life-threatening tumour characterized by the uncontrollable growth and spread of malignant cells.

Cancer (life-threatening) does not include:

- Carcinoma in situ;
- Malignant melanoma to a depth of 0.75mm or less;
- Skin Cancer that has not spread beyond the deepest layer of skin;
- Kaposi's sarcoma
- Stage A (T1A or T1B) prostate Cancer; or
- Any diagnosis or investigation leading to a diagnosis, which occurs within 90 days of when *your* coverage starts

Critical Illness

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

Disability

coverage if *you* become *Totally Disabled* as more fully described in the "*Disability coverage*" section

Elimination Period

The first 30 consecutive days that the *Insured Person* is unable to perform all or substantially all of the duties of the *Insured Person's* occupation before the *Insured Person* became *Totally Disabled*. *You* will not be paid a *Disability Benefit* and no benefit will accrue during this period.

In the case of a personal guarantor of the insured business credit, this means that the benefit will only be paid if the *Total Disability* lasts more than 30 complete and consecutive days, starting on the date the *Insured Person* became *Totally Disabled*

Health Questionnaire

the detailed questionnaire that must be completed if the *Insured Person* answers "Yes" to any of the health questions on the *Application* or if coverage requested for all *your* insured business credit combined is greater than \$500,000.

Insured Person(s)

the person(s) identified in the *Application* who is/are insured under this Certificate of Insurance.

Notification of Change Form

the form that is completed by *you* or *TD Bank* when requesting changes to a customer's existing insurance coverage.

Policy

group *Policy* #45073 between Sun Life and *TD Bank*, which is administered by TD Life and provides *your Business Credit Living Benefit Insurance* coverage

Revolving Credit Product

Credit Products with credit that automatically renews as debts are paid down. This includes Business Line of Credit, Business Overdraft Protection and TD Business Credit Card

Definitions Continued

Stroke

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

Stroke does not include:

- Transient Ischemic Attacks

TD Bank

The Toronto-Dominion Bank.

TD Canada Trust

TD Bank and those of its affiliates that provide business credit for *your* loans, lines of credit and overdraft protection.

Total Authorized Business Credit

the sum of *your* business loans, lines of credit and overdraft protection with *TD Bank* as follows:

- for business loans (including Business Mortgages), the current amount of the approved loan;
- for business lines of credit, business overdraft protection or TD Business Credit Card, the credit limit.

Business Credit products not included in the *Total Authorized Business Credit* and therefore not covered:

- TD Venture Line of Credit® Visa*;
- Any stand-alone Letters of Credit, Letters of Guarantee, or U.S. Dollar Business Credit facilities that are not part of a Commercial Line of Credit;
- Reserve Loans.

Totally Disabled/Total Disability

Totally Disabled/Total Disability: means that due to Accident or sickness:

- during the first 30 consecutive days, the *Insured Person* is unable to perform all or substantially all of the duties of the *Insured Person's* occupation before the *Insured Person* became disabled. This is called the *Elimination Period*. You will not be paid a *Disability* benefit and no benefit will accrue during this period.
- for the first 12 months following the *Elimination Period*, the *Insured Person* is unable to perform all or substantially all of the duties of the *Insured Person's* occupation before the *Insured Person* became disabled.
- after the first 12 months of benefits, the *Insured Person* is completely unable to engage in any occupation for which the *Insured Person's* education, training or experience qualifies the *Insured Person*.
- If the *Insured person* is a personal guarantor of the insured business credit and does not have an occupation or work for the business, *Totally Disabled/Total Disability* means that due to Accident or sickness, the *Insured Person* requires active and continuous care of a physician and is unable to perform 2 out of the 6 *Activities of Daily Living*.

You and your

the Business who is/are insured under the *Policy*.

We, us and our

Sun Life or TD Life, as applicable.

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

Commonly Asked Questions About *Business Credit Living Benefit Insurance*

Is *Business Credit Living Benefit Insurance* Mandatory?

Business Credit Living Benefit Insurance is entirely optional. You aren't required to have this insurance to obtain any TD Canada Trust products or services. But remember the benefits. If an *Insured Person* were to suffer from a covered *Critical Illness* or become *Totally Disabled*, *Business Credit Living Benefit Insurance* can provide you with important financial coverage for your business credit obligations.

Can You Sign Up At Any Time?

Yes. There are no time constraints preventing you from taking advantage of coverage to protect your business. We will be pleased to provide you with a *Business Credit Living Benefit Insurance Application*, simply visit a TD Canada Trust Branch or call us.

What If You Change Your Mind?

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

To Cancel By Phone

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

To Cancel By Written Request

You can obtain a cancellation form by requesting one by calling TD Life. Please send the form to the address at the back of this booklet. If you cancel your coverage by written request, we will honour your request on the date we receive it. We will refund any premiums we may owe you have paid after your coverage has ended.

If an *Insured Person* is no longer associated with the business, the business must inform TD Bank and submit a cancellation form to cancel the coverage for the *Insured Person*.

Can Your Insurance End Before You Pay Off The Debt?

There are situations where *your* coverage may end before *you* pay off the balance in full and close *your* business credit. For example, *your* insurance will end when the *Insured Person* turns 70 years old or *you* have accumulated a total of 3 months of unpaid premiums.

Please refer to the section “When *Your Business Credit Living Benefit Insurance 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 Business Credit Living Benefit Insurance Application*, *you*’ve agreed to share information as described in the attached Privacy Agreement.

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

Can I Cover Only One Of My Credit Products?

No. *Business Credit Living Benefit Insurance* works like an umbrella to cover *your Total Authorized Business Credit*, subject to the coverage maximums. Coverage is not based on individual products. However, *you* can apply for partial coverage to cover a portion of *your Total Authorized Business Credit*.

Does The Coverage Cancel Automatically If An Insured Person Were To Leave The Business?

Once issued, coverage remains in force until one of the events listed in section “When *Your Business Credit Living Benefit Insurance Coverage Ends*” occurs. If the *Insured Person* is no longer associated with the business, a cancellation form is required to end their coverage.

Who Do I Contact For More Information?

For information or questions on *your Business Credit Living Benefit Insurance*, please contact *us* 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
- 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 and www.transunion.ca.

Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

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

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

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

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

We may use your Information to:

- determine your eligibility for insurance coverage
- administer your insurance and our relationship with you

- determine your insurance premium
- investigate and adjudicate your claims
- help manage and assess our risks and operations.

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

If we collect your health-related Information for the purposes described above, it will not be shared within TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

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

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

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

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

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

More Information

This Agreement must be read together with our Privacy Code, which includes our Online Privacy Code and our Mobile Apps Privacy Code. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Agreement and our privacy practices, visit www.td.com/privacy 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.

Your Privacy is Protected – A Message From Sun Life

Respecting your privacy is a priority for the Sun Life Financial group of companies. We keep in confidence personal information about you and the products and services you have with us to provide you with investment, retirement and insurance products and services to help you meet your lifetime financial objectives. To meet these objectives, we collect, use and disclose your personal information for purposes that include: underwriting; administration; claims adjudication; protecting against fraud, errors or misrepresentations; meeting legal, regulatory or contractual requirements; and we may tell you about other related products and services that we believe meet your changing needs. The only people who have access to your personal information are our employees, distribution partners such as advisors, and third-party service providers, along with our reinsurers. We will also provide access to anyone else you authorize. Sometimes, unless we are otherwise prohibited, these people may be in countries outside Canada, so your personal information may be subject to the laws of those countries. You can ask for the information in our files about you and, if necessary, ask us in writing to correct it. To find out more about our privacy practices, visit www.sunlife.ca/privacy.

About Business Credit Living Benefit Insurance

Coverages are provided by Sun Life Assurance Company of Canada (“Sun Life”) under group policy #45073. TD Life is the authorized administrator for Sun Life.

Please ask us

If you have any questions about your Business Credit Living Benefit Insurance, we'd like to hear from you. You can contact your nearest TD Canada Trust branch, or call TD Life at 1-888-983-7070.

Write to us

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



Notice given by TD Canada Trust

Section 440 of the *Act respecting the distribution of financial products and services* (chapter D-9.2)

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 another contract, **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 do so, 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 first contract 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 Sun 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)

Pursuant to section 441 of the *Act respecting the distribution of financial products and services*, I hereby rescind Business Credit Living Benefit Insurance contract no. _____

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.

“TD Canada Trust” means The Toronto-Dominion Bank and its subsidiaries.

This document must be sent by registered mail.

Sections 439, 440, 441, 442 and 443 of the Act must be reproduced on the back of this notice.

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 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 (chapter D-9.2)

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 19 of the Act which allows you to rescind an insurance contract that you signed at the time of signing another contract, 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 during the term of the loan agreement you maintain 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 Sun Life Assurance Company in regard to this creditor insurance available through TD Canada Trust.

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)

Pursuant to section 441 of the Act respecting the distribution of financial products and services, I hereby rescind Business Credit Living Benefit insurance contract no. 45073

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.

"TD Canada Trust" means The Toronto-Dominion Bank and its subsidiaries.

This document must be sent by registered mail.

Sections 439, 440, 441, 442 and 443 of the Act must be reproduced on the back of this notice.

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 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.