



## **TD CRITICAL ACCIDENT RECOVERY INSURANCE PLAN**

### **Insurance Certificate Package**

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*Your* TD Critical Accident Recovery Insurance Plan Certificate # 555 000 596 is enclosed in this booklet

# WELCOME TO TD INSURANCE

## Thank *You* For Enrolling In The TD Critical Accident Recovery Insurance Plan

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

**TD Insurance**  
TD Critical Accident Recovery Insurance Plan

January 1, 2023

Warden  
Boffet  
123 Address  
City, Province  
A1A 1A1

## Important information about *your* TD Critical Accident Recovery Insurance Plan coverage under Group Policy: TDL023

**Insurance Certificate #: 555 000 596**

Insured by: TD Life Insurance Company\*

Dear **Warden  
Boffet**

Thank *you* for choosing TD Critical Accident Recovery Insurance Plan. You've taken an important step in getting the financial protection *you* and *your* family need, in the event of a critical accident.

- *your* Insurance Certificate; and
- Beneficiary Designation Form naming a beneficiary for *your* \$50,000 optional Accidental Death Insurance.

### What *you* need to know

- *Your* Insurance Certificate (pages 5-22) is an important record of the coverage *you* purchased on July 25, 2023. Please read it carefully.
- Please file *your* Insurance Certificate in a safe place. If it is ever lost, destroyed or misplaced, contact us at 1-888-788-0839 to request a duplicate copy.
- *Your* first premium payment date is scheduled to be deducted on August 25, 2023 and thereafter on the 25th of every month.



### Optional Accidental Death Insurance

By choosing to enhance *your* TD Critical Accident Recovery Insurance Plan with an additional \$50,000 of the optional Accidental Death Insurance, *you* now have valuable added protection in event of *your* accidental death. This coverage offers *you* the option to choose a beneficiary (or beneficiaries) by completing the Beneficiary Designation Form and returning it in the enclosed postage-paid envelope. If *you* decide not to choose a beneficiary, any payments under this coverage will be paid, as described in the Insurance Certificate under section 'Beneficiary Information'.

### We're here for you

Thank *you* for trusting us to help *you* with *your* insurance needs. If *you* have any questions or need assistance, we will be happy to help. Please call us at 1-888-788-0839, Monday to Friday, 8 a.m. to 10 p.m. (ET) and Saturday 10 a.m. to 6 p.m. (ET).

Sincerely,

**Erika Schiavoni**  
Vice President, Product and Pricing  
Life, Health and Credit Protection  
TD Life Insurance Company

SAMPLE

\*TD Life Insurance Company is the authorized administrator for this insurance. For more details on insurer and/or administrator information, please refer to the Insurance Certificate. All trade-marks are the property of their respective owners. ®The TD logo and other TD trade-marks are the property of The Toronto-Dominion Bank.



Warden  
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## This is *Your* TD Critical Accident Recovery Insurance Plan Certificate

This Insurance Certificate outlines *your* coverage provided under the Group Master Policy

Note: In this Insurance Certificate, *you* and *your* refers to the *insured person(s)* who is/are insured under the *policy*. *We, us, our* and the *insurer* refer to TD Life Insurance Company (TD Life).

### Coverage Summary

Insurance Certificate Owner First Name	Warden		
Insurance Certificate Owner Last Name	Boffet		
Insurance Certificate Payor	Warden Boffet		
Premium Amount at <i>Effective Date</i>	\$13.95		
Premium Payment Frequency	Monthly		
Premium Payment Account Type	Bank Account		
First Premium Due Date	August 25, 2023		
<i>Effective Date</i>	July 25, 2023		
<i>Reinstatement Effective Date</i>	July 25, 2023		
<i>Optional Accidental Death Insurance Effective Date</i>	July 25, 2023		
Coverage Details	<i>Primary Insured</i> Warden Boffet	<i>Spouse</i> Cici Boffet	<i>Dependent Child(ren)</i> Susie Boffet
Age at Enrollment	34	33	8
Critical Accident Benefit	\$100,000	\$100,000	\$37,500
Broken Bone Benefit	\$7,000	\$7,000	\$750
Hospital Indemnity Benefit	\$100 daily benefit	\$100 daily benefit	\$50 daily benefit
Optional Accidental Death Insurance	\$50,000	N/A	\$5,000



This Insurance Certificate contains a provision removing or restricting the right of the *insured person* to designate persons to whom or for whose benefit insurance money is to be payable. This means only the *insured person* can designate or change the beneficiary for the optional *Accidental Death Insurance coverage*, if applicable to *your coverage*. For additional details, please refer to section "Beneficiary Information".

## Introduction To *Your* Insurance Coverage

This Insurance Certificate outlines the following details about *your coverage*:

- We agree to insure *you* and if also designated, *your spouse* and *your dependent child(ren)*, subject to the terms and conditions.
- This Insurance Certificate # 555 000 596 is issued under Group Master Policy TDL023 by TD Life.
- TD Life is the authorized administrator for this insurance.
- Each *insured person's* coverage begins on that *insured person's effective date* and continues until coverage ends. For additional details, please refer to section "When Does *Your Coverage* End?"

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

- this Insurance Certificate; and
- *your* telephone or online enrollment form.

In *your enrollment form*, you confirmed that *you* and if also enrolled, *your spouse*, and *your dependent child(ren)*, were eligible for this coverage. To be eligible for this insurance:

- the *primary insured* must be a customer of TD Bank Group (TDBG);
- an *insured person* must be a Canadian resident;
- an *insured person* must be in Canada at time of enrollment; and
- an *insured person* must be between the ages of 18 and 74 on that *insured person's effective date*. For *dependent child(ren)*, please refer to section "Definitions of the Terms We've Used" for details about age requirements.

A Canadian resident is any person who:

- is legally entitled to remain in Canada for at least the next one year; and
- has been a resident in Canada for 183 of the past 365 days (days do not need to be consecutive).



## Misstatement of Age

If an Insurance Certificate is issued based on an incorrect age, the following may apply:

- if an *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 that *insured person's effective date*; and
  - If overpaid, we will refund the excess premiums calculated at the time a claim is made against this Insurance Certificate; or
  - If underpaid, we will decrease the benefit amount by the amount underpaid at the time a claim is made against this Insurance Certificate.
- if the *primary insured* is not eligible for insurance, all coverages under this Insurance Certificate will be considered never to have been in force and we will refund all premiums paid; or
- if the *spouse or dependent child(ren)* is/are not eligible for insurance, the *spouse's or dependent child(ren)'s* coverage under this Insurance Certificate will be considered never to have been in force and we will refund all premiums paid for the *spouse's or dependent child(ren)'s* coverage.

## Beneficiary Information

**Note:** This section is applicable only if *you* enrolled in the optional *Accidental Death Insurance* when *you* applied for TD Critical Accident Recovery Plan Insurance.

- Only the *primary insured* has the right to designate or change revocable and/or irrevocable beneficiary(ies). To designate or change a beneficiary, the *primary insured* may ask us to send a "Request for a Change of Beneficiary Form" to complete and return. We will confirm to the *primary insured* in writing of any changes made to the beneficiary information.
- If payment of a benefit for the *primary insured's Accidental Death Insurance* is made, the payment will be made to the *primary insured's* beneficiary(ies). If no beneficiary(ies) is named, the payment will be made to the *primary insured* or their estate.
- If payment of a benefit for the *spouse's or dependent child(ren)'s Accidental Death Insurance* is made, the payment will be made to the *primary insured*. If the *primary insured* dies before payment of benefit, the payment will be made to the *primary insured's* beneficiary(ies), or estate if no beneficiary(ies) is/are named.



## How Much Do I Pay?

**Your premium payment is based on your coverage amount and is outlined in the “Coverage Summary”.**

- *Premiums* are due in advance on the *premium due date* and will be collected on a monthly basis, directly debited from a bank account or a credit card.
- The first *premium* is due on the first *premium due date* outlined in the “Coverage Summary”. If a payment is not made by its due date, we will allow a **grace period of 60 days from the premium due date**, during which time this Insurance Certificate will remain active. However, if payment is not made by the end of the *grace period*, your coverage will end.
- The *certificate holder* must notify us to change the method of *premium* payments.
- We may change *premiums* from time to time. If we do, the same change will apply to all *insured persons* under the Group Master Policy. If we find it necessary to change *premiums*, we will provide you 30 days written notice in advance at the most recent address we have. Notice will include the new *premiums* and the *effective date* of the change. If tax rates change, your *premiums* will change accordingly without notice to you.

## Reinstating Your Coverage

If your coverage ended because it has *lapsed*, you may request to have it put back into effect. This process is called *reinstatement*.

You may make a request within two years of the *lapse date* to have your coverage *reinstated*. In order to *reinstate* your coverage in that time period, you must meet all of the following criteria:

- The *insured person* must be alive;
- You must pay us all unpaid premiums due from the *lapse date* up to and including the *reinstatement effective date*;
- You must request for your coverage to be reinstated by calling us at 1-888-788-0839; and
- You must provide us with evidence of eligibility for the *insured person* that we consider satisfactory.





## What If I Enroll, But Later Change My Mind?

You have a **30 day review period** from your *effective date* of coverage as outlined in the “Coverage Summary” to review the benefits provided and decide whether or not the coverage meets *your* needs. If you decide to cancel *your* coverage during this period, please call us at **1-888-788-0839** and *your* Insurance Certificate will be cancelled as of the *effective date*. Premiums withdrawn during this period will be refunded.

If you decide to cancel *your* coverage any time after, please call us at **1-888-788-0839** and—if there are no *claims* pending—we will cancel *your* coverage and refund any premiums we may owe.

**Note:** Only the *primary insured* can place the request to cancel coverage for an *insured person*.

## What Benefits Are Provided?

All benefits are subject to the terms and conditions, including applicable exclusions, as set out in this Insurance Certificate. For additional benefit details, please refer to the “Schedule of Losses” and “Coverage Summary”.

### Critical Accident Benefit

When the *primary insured* suffers an *accident*, which results in a covered *loss* as outlined below, we will pay the *primary insured* (or the *primary insured's* estate) the percentage of the critical *accident* coverage amount specified in the *primary insured's* “Coverage Summary”.

When the *spouse* or *dependent child(ren)* suffers an *accident*, which results in a covered *loss* as outlined below, we will pay the *primary insured* (or the *primary insured's* estate) the percentage of the critical *accident* coverage amount for that *insured person* specified in the “Coverage Summary”. This is true even if the insured *spouse* or *dependent child(ren)* suffers a covered *loss* while living, but dies before payment of benefit.



## Schedule of Losses

### 100% of Coverage Summary Amount

- *Burn* to 20% of body
- *Loss* of both hands
- *Loss* of both feet
- *Loss* of one hand and one foot
- *Loss* of one hand and loss of entire sight of one eye
- *Loss* of entire sight of both eyes
- *Loss* of speech and hearing in both ears
- Total paralysis of both upper and lower limbs (Quadriplegia)
- Total paralysis of the lower limbs (Paraplegia)
- Total paralysis of upper and lower limbs of one side of body (Hemiplegia)

### 50% of Coverage Summary Amount:

- Brain Damage
- *Burn* to 50% of face or head
- Coma
- *Loss* of hearing in both ears
- *Loss* of speech
- *Loss* of one hand
- *Loss* of one foot
- *Loss* of entire sight of one eye

### 25% of Coverage Summary Amount

- *Burn* to 10% of body
- *Loss* of four fingers of any hand
- *Loss* of thumb and index finger (same hand)
- *Loss* of all toes of one foot
- *Loss* of hearing in one ear



## Definitions Applicable to Critical Accident Benefit

**Accident** means an *injury* that occurs solely as a direct result of a violent, sudden and unexpected action from an outside source to an *insured person*, while that *insured person* is insured under this Insurance Certificate.

**Injury/Injuries** means bodily harm or damage that is caused by an *accident* that occurs after the *effective date* and while coverage is active.

**Injury does not include:**

- Any illness, medical condition, or congenital defect; or
- Injuries resulting either directly or indirectly from any illness, medical condition or congenital defect.

**Regardless of:**

- Whether the illness or condition arose before or after this Insurance Certificate took effect
- How the *insured person* came to suffer from the illness or condition; and whether the illness, condition or defect or resulting injury was expected or unexpected.

**Brain Damage means:**

- severe brain damage, which results in a persistent vegetative state from which an *insured person* cannot be aroused by strong external stimuli prior to 12:01 am on the 8th day following the onset of the vegetative state; or
- any permanent neurological disability as confirmed by a *physician*, which requires constant specialized care, specialized feeding, and permanent residence in an institution.

**Burn** means tissue injury caused by thermal, electrical or chemical agents resulting in third degree burns.

**Coma or Comatose** means as a result of an *accident* the *insured person* is in a state of unconsciousness from which that *insured person* cannot be aroused and in which strong external stimuli causes no more than primitive avoidance reflexes. The *insured person* must remain unconscious continuously for 7 days until 12:01 am on the 8th day and life support must be required throughout the period of unconsciousness.



**Loss with regard to a limb means actual severance of such limb at or above the point described below:**

- a ) hand (at or above the wrist joint);
- b ) foot (at or above the ankle joint).

**Loss with regard to fingers, thumb or toes means the complete severance of the entire digit as described below:**

- a ) thumb and index finger (at or above metacarpophalangeal joints);
- b ) toes (at or above metatarsophalangeal joints).

**Loss with regard to a sensory ability means the complete and irrecoverable loss of such capability as described below and confirmed by a *physician*:**

- a ) speech (the ability to utter intelligible sounds);
- b ) sight (one or both eyes) as confirmed by an ophthalmologist registered and licensed to practise in Canada. The corrected visual acuity must be 20/200 or less or the field of vision must be less than 20 degrees;
- c ) hearing (complete and irrecoverable deafness).

**Loss with regard to the conditions listed below means the complete and irrecoverable paralysis of such limbs and confirmed by a *physician*:**

- a ) Total Paralysis - Quadriplegia (total and irrecoverable paralysis of both upper and lower limbs);
- b ) Total Paralysis - Paraplegia (total and irrecoverable paralysis of both lower limbs);
- c ) Total Paralysis - Hemiplegia (total and irrecoverable paralysis of upper and lower limbs on the same side of the body).

**Please refer to pages 21 and 22 in the Insurance Certificate for a further list of definitions.**



## Broken Bone Benefit

When an *insured person* suffers a *broken bone* caused directly by an *accident*, we will pay the *primary insured* the *broken bone* coverage amount for that *insured person* for one of the eligible bones listed below.

<b>Femur</b>	Thigh bone
<b>Tibia</b>	Inner and thicker bone in the lower leg
<b>Fibula</b>	Outer and thinner bone in the lower leg
<b>Spine</b>	Spinal column
<b>Humerus</b>	The upper arm bones
<b>Radius</b>	The shorter and thicker bone in the forearm on the side of the thumb
<b>Ulna</b>	The longer bone in the forearm
<b>Sternum</b>	Breastbone
<b>Pelvis</b>	Bone near the bottom of the spine formed by the hip bones on the front and sides, and the sacrum (small triangular bone)
<b>Clavicle</b>	Bone at the front of the shoulder
<b>Patella</b>	Kneecap
<b>Scapula</b>	Bone at the back of the shoulder
<b>Bones of Hand or Foot</b> (Except Fingers, Thumb or Toes)	

## Definition Applicable to Broken Bone Benefit

**Broken Bone** means a break of one of the bones listed in the “What Benefits Are Provided?” section of this Insurance Certificate—under the heading “Broken Bone Benefit”—caused directly by an *accident*, independently of any other causes, and which occurs within 365 days of the *accident*, provided that the break is evidenced by an X-ray and the break is medically repaired within 30 days of the *accident* by either:



- a) external fixation (stabilizing and/or joining the ends of a broken bone by a splint or cast);
- b) internal (metallic) fixation (joining the ends of a broken bone by mechanical devices such as metal plates, pins, rods, wires or screws); or
- c) open operation grafting (a method used to replace missing bone or stimulate the formation of new bone).

Please refer to pages 21 and 22 in the Insurance Certificate for a further list of definitions.

## Hospital Indemnity Benefit

When an *insured person* is hospitalized for injury caused directly by an *accident*—independent of any other causes—within 365 days after the date of that *accident*, we will pay the *primary insured*:

- the *hospital indemnity* benefit amount, as indicated in the “Coverage Summary” for that *insured person*, provided that:
  - the *hospitalized insured person* is under the care of a *physician*; and
  - the period of initial *hospitalization* is necessary for the treatment of injury.

In addition, if payable, the *hospital indemnity* benefit will be paid from the first day of each period of *hospitalization*.

## Definitions Applicable to Hospital Indemnity Benefit

**Hospital** means any institution in Canada, which meets all of the following conditions:

- a) is licensed as a full care hospital by the licensing body having jurisdiction where the hospital is located;
- b) operates primarily for the care and treatment of sick and injured persons;
- c) has a staff of one or more *physicians* available at all times;
- d) provides 24-hour nursing service by a registered nurse;



- a) provides organized facilities for diagnosis and major surgical procedures; and
- b) maintains X-ray equipment and operating room facilities.

**Hospital does not include:**

- a nursing home;
- extended care or convalescent care facility;
- home for the aged or chronically ill;
- home for the mentally ill;
- rest home; or
- a place for the care and treatment of alcoholism, or drug abuse, other than incidentally.

**Hospitalization and Hospitalized** means confinement in a *hospital* as an in-patient.

Please refer to pages 21 and 22 in the Insurance Certificate for a further list of definitions.

## Optional *Accidental Death Insurance*

This benefit is only applicable if specifically included in the "Coverage Summary" (page 5).

When the *primary insured* suffers an *accident*, which results in death, we will pay the *primary insured's* beneficiary(ies)(or the *primary insured's* estate if no beneficiary(ies) is/are elected) the optional *Accidental Death Insurance* amount specified in the *primary insured's* "Coverage Summary".

When the *spouse* or *dependent child(ren)* suffers an *accident*, which results in death, we will pay the *primary insured* (or the *primary insured's* beneficiary(ies) or estate if no beneficiary(ies) is/are elected) the optional *Accidental Death Insurance* amount specified in the deceased *insured person's* "Coverage Summary".



## Definition Applicable to *Optional Accidental Death Insurance*

**Accidental Death Insurance** means coverage for death caused directly by an *accident*, independently of any other causes, and which occurs within 365 days of the *accident*.

Please refer to page 21 in the Insurance Certificate for a further list of definitions.

## What is Excluded?

**We will not pay an insurance benefit if any loss, broken bone, period of hospitalization, or death is caused by or results from any one or more of the following:**

- intentional self-inflicted injury, suicide or attempted suicide (whether *you* are aware or not aware of the result of *your* actions, regardless of *your* state of mind);
- bodily or mental infirmity or disease of any kind;
- an injury that has no external and visible wound or contusion;
- medical or surgical treatment or complications arising from it, except when required as a direct result of an accidental and external bodily injury;
- infection, unless the infection occurs as a direct result of an *accident* and external bodily injury;
- war, declared or undeclared;
- participation in professional sports, any speed contest, SCUBA diving unless *you* hold a basic SCUBA designation from a certified school or licensing body, mountaineering, parachuting, parasailing, cave exploration, hang gliding, bungee or BASE (Building, Antenna, Span, Earth) jumping, skydiving or any airborne activity in any aircraft other than a passenger aircraft that holds a valid certificate of airworthiness;
- air travel as a pilot or crew member of any transportation used for aerial navigation; and
- the use of any drug, poisonous substance, intoxicant or narcotic, unless taken according to the instruction of *your physician*;

In addition, no benefits will be paid if any *loss, broken bone, period of hospitalization, or death* is a result of, or happens while *you* were committing or attempting to commit a criminal offence, including operation of any motorized vehicle or watercraft while *your* ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the *accident* occurred.





Lastly, no benefits will be paid if an illness or sickness causes or contributes to any *loss, broken bone, death or hospitalization*. In this case, the *loss, broken bone, death or hospitalization* will not be considered to have been caused directly by an *accident*.

**Claims will not be paid should the incident happen during the lapse period.**

Expiry or the cancellation of the group master policy will be without prejudice to any eligible claims arising prior to the expiry or cancellation. In no case will insurance be provided with respect to any claim arising after the termination of the group master policy.

## What Are The Coverage Maximums and Reductions?

Only one critical *accident* benefit per *insured person* is payable under the TD Critical Accident Recovery Insurance Plan coverage. Once a critical *accident* claim is paid for:

- the *primary insured*, all coverages will terminate; or
- the *primary insured's spouse or dependent child(ren)*, coverage will terminate only for the *primary insured's spouse or dependent child(ren)*, but coverage for the *primary insured* will remain active.

In addition,

- Only one *broken bone* benefit per *insured person per accident* is payable under the TD Critical Accident Recovery Insurance Plan coverage.
- No benefit for a particular coverage will be paid for losses that result from an *accident* occurring prior to an *insured person's effective date* of coverage or an *accident* occurring after coverage on an *insured person* has terminated.
- The *hospital* indemnity benefit will be paid for up to 365 days per injury per *insured person*. The maximum amount paid under the *hospital* indemnity benefit for an *insured person* is calculated by multiplying the daily *hospital* indemnity benefit amount for that *insured person* by 365 days.
- All coverages on the *primary insured* and *spouse* will reduce by 50% when either turns 65. All coverages on any *insured person* will terminate when the *primary insured* turns 75. All coverages will terminate for the *spouse* when the *spouse* turns 75 or when the *spouse* no longer meets the criteria for the definition of *insured person* or *spouse*. All coverages will terminate for the *dependent child(ren)* when they no longer meet the criteria for the definition of *insured person* or *dependent child(ren)*. For complete details, please refer to section "Definitions of the Terms We've Used".



## When Coverage Begins and Ends

**Your coverage begins on the date you enrol.** This is your *effective date* of coverage outlined in the "Coverage Summary".

**All coverages for any *insured person*—including the *primary insured*—under this Insurance Certificate will end on the earliest of any of the following dates, in addition to what is outlined in sections "What Is Excluded?" and "What Are The Coverage Maximums and Reductions?":**

- you suffer a critical accident for which a critical accident insurance benefit is payable;
- you die;
- we receive a verbal or written request from the *primary insured* to cancel coverage;
- a premium payment remains due but unpaid by the end of the one month grace period;
- the termination of the *policy*. If this happens, you will receive 30 days advance written notice; or
- you turn 75 years old. For *dependent child(ren)*, please refer to section "Definitions of the Terms We've Used" for details about age requirements.

**In addition, all coverages for an insured *spouse* and *dependent child(ren)* will end on the earliest of any of the following dates:**

- coverage ends for the *primary insured*, for any reason;
- the *insured spouse* or *dependent child(ren)* suffers a critical accident for which a critical accident insurance benefit is payable;
- the *insured spouse* no longer meets the criteria for the definition of *insured person* or *spouse*; or
- the *dependent child(ren)* no longer meets the criteria for the definition of an *insured person* or *dependent child(ren)*.

**Note:** If we receive a claim for an *insured person*, premiums should still be paid to avoid coverage from terminating, if the claim is not approved. If the claim is approved, appropriate premium adjustments may be made.



## How Do I Make A Claim?

Claim forms are available by calling TD Life at **1-888-788-0839**.

In order to consider a claim for any *insured person* under this Insurance Certificate, the *insured person*, beneficiary(ies), or authorized representative must provide *us* access to the necessary medical records and other relevant information. In addition, *we* have the right to an examination of the *insured person* by a *physician* of *our* choice before approval and/or payment of a claim.

**Subject to applicable law, *you* or a person making a claim on *your* behalf may request:**

- a copy of the enrollment form;
- a copy of the Insurance Certificate; and
- a copy of any other documents *we* require *you* to submit.

**We must receive a claim within a specific time, as outlined below:**

- For a critical ***accident and broken bone benefit***, the claim must be received within one year of the critical *accident* or *broken bone*.
- For a ***hospital indemnity benefit***, the claim must be received within one year from *hospitalization*. Subsequent admissions to a *hospital* for covered critical *accident* injuries should be submitted within one year after *hospitalization*.
- For an ***optional Accidental Death Insurance benefit***, the claim must be received within one year from the date of death by or on behalf of the beneficiary(ies).

**Additional claim information:**

- *We* will provide forms to the *insured person* or beneficiary(ies) for proof of the claim upon request.
- *We* must receive completed requirements within 90 days from receipt of the forms.
- Proof of claim is at the *insured person's* or beneficiary's(ies') expense.



## Additional Information About *Your* Coverage

- **Assignment:** This Insurance Certificate may not be transferred or assigned.
- **Legal Action:** 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 in *your* province or territory. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.
- **Group Master Policy:** All benefits under this Insurance Certificate are subject in every respect to the Group Master Policy, which alone constitutes the agreement under which benefits will be provided. The principal provisions of the Group Master Policy affecting insured persons are summarized in this Insurance Certificate.
- **Non-Participating and Cash Values:** This Insurance Certificate and the Group Master *policy* under which it was issued are non-participating and have no cash values.
- **Waiver:** We will not waive any condition of this Insurance Certificate, unless the waiver is clearly expressed in writing and signed by *us*.
- **English Language:** It is the express wish of the parties that this Insurance Certificate and all related documents, including notices and other communications, be drawn up in the English language only.
- This Insurance Certificate # 555 000 596 is issued under Group Master Policy TDL023 to The Toronto-Dominion Bank (TD Bank) by TD Life.

## Contact Information

**TD Insurance**  
TD Life Insurance Company  
P.O. Box 1 TD Centre  
Toronto, Ontario, M5K 1A2  
**Tel: 1-888-788-0839**



## Definitions Of The Terms We've Used

This Insurance Certificate used the following terms, which are identified in italics:

***Dependent Child(ren)*** means any natural child, stepchild, or legally adopted child of an *insured person* residing in Canada, who is:

- a) under 22 years of age, unmarried, and receives full support and maintenance from the *insured person*;
- b) 22 years of age but less than 25 years of age, unmarried, and receives full support and maintenance from the *insured person* for reason of full-time attendance at an accredited institute, college or university in Canada; or
- c) receives full support and maintenance from the *insured person* by reason of mental or physical infirmity.

Notwithstanding the above limitations, this definition also includes a child of an *insured person's spouse* who is in the care, custody and control of the *insured person* and living in a parent-child relationship with the *insured person*.

***Certificate Holder*** means the person or party who owns the Insurance Certificate.

***Claim*** means a demand made by the insured person for payment of the benefits provided in this coverage.

***Effective Date(s)*** means the date(s) coverage(s) start, as outlined in the "Coverage Summary".

***Grace Period*** means the length of time after a premium is due and unpaid during which the coverage, remains in force (60 days). If the full premium is paid during the grace period, the premium is considered to have been paid on time.

***Insured Person*** means *the primary insured*, and if indicated in the "Coverage Summary", the *primary insured's spouse* or the *primary insured's dependent child(ren)*, as applicable.

***Lapse*** refers to the termination of coverage because the premium was not paid within the *grace period*.

***Lapse date*** refers to the date coverage *lapses*.

***Physician*** means a qualified, independent doctor, licensed and practicing medicine in Canada. For the purpose of diagnosis of an Insured Person, Physician does not mean that Insured Person or a relative of that Insured Person.

***Policy*** refers to master group policy TDL023 between TD Life and TD Bank.



**Primary Insured** means the person who enrolled for this insurance product.

**Reinstatement** is the restoration of a *lapsed* Insurance Certificate as described in the section "Reinstating *your* Coverage".

**Reinstatement Effective Date** is the date this Insurance Certificate is reinstated as described in the section "Reinstating *your* Coverage".

**Spouse** means:

- a) the person to whom an *insured person* is lawfully married; or
- b) an *insured person's* designated partner who has lived with the *insured person* for at least two years and continues to live with the *insured person* and is publicly represented as the *insured person's* partner.

**You and Your** refers to an *insured person(s)* who is/are insured under the Insurance Certificate.

**We, Us, Our and the Insurer(s)** refers to TD Life.

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



## Declaration and Authorization For *Your* TD Critical Accident Recovery Insurance Plan

Please read carefully

When *you* enrolled in this insurance *you* declared and agreed that:

- *You* will inspect the Insurance Certificate to verify that its terms are satisfactory.
- All *your* statements and answers are *your* true and complete statements and answers to the questions. The concealment, misrepresentation or false declaration in the enrollment form could void *your* coverage under the Insurance Certificate.
- Payment of any benefits is subject to the terms and conditions, as described in the Insurance Certificate.
- *You* have a **30 day review period** from *your effective date* of coverage as outlined in the Coverage Summary to review the benefits provided and decide whether or not the coverage meets *your* needs. If *you* decide to cancel the *insured person's* coverage during this period, please call us at 1-888-788-0839 or submit *your* request in writing and *your* Insurance Certificate will be cancelled as of the *effective date*. If *you* decide to cancel *insured person's* coverage any time after, please call us and —provided there are no claims pending—we will refund any *unearned* premiums *you* may have paid.
- We may change premiums from time-to-time. If we do, the same change will apply to all *insured persons* under the Group Master Policy.
- All coverages on the *primary insured* and *spouse* will reduce by 50% when either turns 65. All coverages on any *insured person* will terminate when the *primary insured* turns 75. All coverages will terminate for the *spouse* when the *spouse* turns 75 or when the *spouse* no longer meets the criteria for the definition of *insured person* or *spouse*. All coverages will terminate for the *dependent child(ren)* when they no longer meet the criteria for the definition of *insured person* or *dependent child(ren)*. For complete details, please refer to section "Definitions of the Terms We've Used".
- No insurance coverage will start until *your effective date* or last reinstatement *effective date* of coverage as outlined in the Insurance Certificate.
- The purchase of this insurance is voluntary and is not required in order to obtain any other product or service from *us*, or *our* affiliates.
- The answers that *you* have provided above form a part of the application along with any supplementary applications or forms that *we* may require.



### Authorization

As set out in *our* Privacy Agreement located at [td.com/privacy](https://td.com/privacy), *you* agree that *we* may share *your* personal information with *our* world-wide affiliates, and re-insurers, as well as with *our* service providers. *We* may also use *your* information to: identify *you*; provide *you* with ongoing service; help *us* serve *you* better; protect *us* both from fraud and error; comply with legal and regulatory requirements. *We* may communicate with *you* for any of these purposes by telephone or other electronic means at the numbers *you* have provided or by mail and email.

### Payment By Bank Account

*You* have selected premium payment by pre-authorized account withdrawals, and *you* authorize TD Life, on its own behalf, to withdraw the insurance premium on a monthly basis. Withdrawals will start after the date the Insurance Certificate is issued and continue monthly on the same date thereafter.

Do *you* understand and agree to the terms and conditions?

Your response: Yes

### Use of Information

*We* may share *your* non-health personal information with *our* affiliates to offer products and services to *you*, by telephone, at the numbers *you* have provided *us*, or by internet and mail or other methods. *You* may choose not to be contacted regarding direct marketing offers by informing TD Life.

Do I have *your* consent?

Your response: Yes





## Consent to TD Insurance Handling of *Your* Personal Information and Privacy Policy

**You consent to *Our* Privacy Policy.** *You* agree that TD Insurance which includes the Toronto Dominion Bank and affiliated companies (collectively "TD") may handle *your* personal information as we set out in *our* Privacy Policy. *You* can find *our* Privacy Policy online at [td.com/privacy](http://td.com/privacy).

**You have choices.** The Privacy Policy outlines *your* options, where available, to refuse or withdraw *your* consent.

Here is a summary of *our* Privacy Policy.

**We collect, use, share and retain *your* information to:**

- Identify *you*
- Process *your* application and assess *your* eligibility
- Underwrite insurance
- Provide *you* ongoing service
- Communicate with *you*
- Personalize *our* relationship with *you*
- Determine the right product, premium or coverage
- Improve TD products and services
- Protect against fraud, financial abuse and error
- Manage and assess *our* risks
- Meet legal and regulatory obligations

**We collect information (for the purposes set out above) from *you* and others including:**

- Fraud prevention agencies and registries
- Any health care professional, medically-related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB, LLC and the Insurance Bureau of Canada, that have knowledge of *your* information
- From *your* interactions with us, including on *your* mobile device or the Internet, cameras at *our* property and records of *your* use of *our* products and services
- A personal investigation report prepared in verifying and/or authenticating the information *you* provide in *your* life or health insurance application



**We may share *your* information (for the purposes set out above) with parties including the following, some of which may be located outside *your* province/territory or outside Canada:**

- TD affiliates
- Fraud prevention agencies and registries
- Health-care professionals
- Companies that we work with to provide products or services
- Insurance companies (including prospective insurers and reinsurers)
- Organizations who manage public information data banks, or insurance information bureaus, including the MIB, LLC and the Insurance Bureau of Canada

**We retain *your* information:**

We keep *your* information for as long as we reasonably need it for the purposes set out above.

## How we may communicate with you

We may communicate with *you* about *your* application and about other products and services that may be of interest to you. We may contact *you* by phone or text at the number(s) *you* have provided, or by mail, email or other electronic methods.

*You* can opt out of receiving offers or choose how we contact *you* for marketing campaign purposes. *You* may do so by contacting us at 1-888-788-0839.



## Optional Accidental Death Insurance Beneficiary Designation Form

### Please Complete Today!

You are enrolled in the **optional Accidental Death Insurance** underwritten by TD Life Insurance Company. Details of *your* **optional Accidental Death Insurance** are provided in the enclosed Insurance Certificate. The amount of coverage is shown in the Coverage Summary.

You have the right, subject to any legal restrictions, to name a beneficiary or beneficiary(ies) under this coverage. A beneficiary(ies) is the person(s) who will receive the **optional Accidental Death Insurance** benefit, should *you*, the *insured person*, die while coverage is active.

When an *insured person* dies and a claim has been approved by *us*, the benefit will be paid to the beneficiary of the insurance. To change a beneficiary, *you* must submit a written request to *us*. We will verify the beneficiary and confirm in writing any changes that have been made. Unless changed by *you*, the beneficiary shall be *your* estate.

You are automatically *your spouse's* beneficiary and *your dependent child(ren)'s*, if *your spouse* and *your dependent child(ren)* are covered with *you*.

If *you* wish to designate a beneficiary other than *your* (the insured's) estate, please complete and detach the second part of this form and return it to TD Life in the enclosed postage-paid envelope.

**Note:** *You*, *your spouse* and *your dependent child(ren)* are defined in the Insurance Certificate.

## Definitions

**Contingent Beneficiary Designation:** A 'secondary' list of beneficiary(ies), (subrogated in Quebec) who will receive the proceeds of the insurance in the event that none of the primary beneficiary(ies) whom *you* have designated are living at the time of *your* death.

**Irrevocable Beneficiary Designation:** If *you* name someone as an irrevocable beneficiary, *you* give up the right to change the beneficiary designation, unless the irrevocable beneficiary consents. This will also affect any other desired changes *you* may want to make to the policy in the future. In Quebec the spouse is automatically deemed to be an irrevocable beneficiary unless specifically designated as revocable. Example — An irrevocable beneficiary must consent to any request to change the beneficiary or surrender the policy.

**Minor:** A person who has not attained the age of majority and, thus, has limited contractual capacity.



**Primary Beneficiary Designation:** A beneficiary or a list of Beneficiaries, who will receive the proceeds for the insurance in the event of *your* death.

**Relationship Examples:** Spouse, child, mother, father, brother, sister, aunt, uncle, cousin, niece, nephew, grandmother, grandfather, sister-in-law, brother-in-law, mother-in-law, father-in-law, friend, estate.

**Revocable Beneficiary Designation:** A beneficiary who has no right to the policy proceeds during the insured's lifetime, because the owner has the unrestricted right to change the beneficiary designation at any time.

**Trustee:** A trust is a relationship in which one or more persons, known as the trustee, holds legal title to property known as the trust fund – for the benefit of another person. Care should be taken when naming minor beneficiaries, as the law does not allow an insurer to pay benefits directly to minors.

## Form Do's and Don'ts

- Type or print all information on the forms enclosed, using a ball point pen.
- Initial any corrections/changes. Do not use correction fluid (liquid paper).
- Use of all lines is not required. If necessary *you* can use a separate piece of paper to list all of *your* beneficiary designations.
- Provide the full name of *your* beneficiary(ies).
- Express the percent of benefit to be paid to *your* beneficiary(ies) (total for all beneficiary(ies) must be 100%).

## Points To Consider When Naming A Beneficiary

- Proceeds payable to a named beneficiary (someone other than "estate") are paid directly to the beneficiary and do not flow through the estate. This means that no probate or executor fees will be deducted from, and no estate creditors can make claims against, these proceeds.
- Proceeds are available to the beneficiary as soon as the claim is approved since they do not become part of the estate. Settlement of the estate usually takes a few months but can take years depending on the circumstances.
- *You* decide who will receive the insurance proceeds. Proceeds payable to "Estate" are distributed, in the absence of a will, according to the intestacy laws of *your* province.



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

**TD Insurance**  
TD Critical Accident Recovery Insurance Plan

## Beneficiary Designation Form

This section is applicable only if *you* enrolled in the optional Accidental Death Insurance when *you* applied for TD Critical Accident Recovery Plan Insurance.



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

**TD Insurance**  
 TD Critical Accident Recovery Insurance Plan

# Beneficiary Designation Form

**TD Accidental Death Insurance Plan**  
 Beneficiary for Insurance Certificate Holder:  
**Warden**  
**Boffet**  
 Certificate #: 555 000 596

For Quebec Only: The designation of a spouse as a beneficiary is deemed to be irrevocable unless specified as revocable

Beneficiary Name*	Date of Birth (MM/DD/YR)	Percentage (in equal shares unless specified +)	Relationship to You	Primary/Contingent	Revocable or Irrevocable (Enter "R" for revocable or "I" for irrevocable)
		(a)			
		(b)			
		(c)			
		(d)			

**(a+b+c+d) must = 100%**

\*Please provide full name of *your* Beneficiary(ies). If naming a Minor, it is recommended to name a Trustee. (Not applicable in Quebec - **In Quebec**, the proceeds will be paid in trust to the minor child's tutor) To list more Beneficiaries use a separate piece of paper. + Percentage (%) of benefit must total 100%

\_\_\_\_\_  
 Name of Trustee, I designate the above beneficiaries

\_\_\_\_\_  
 Date of Birth (MM/DD/YR)

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Your Signature

\_\_\_\_\_  
 Date Signed (MM/DD/YR)

**Mail the Beneficiary Designation Form to the below address using the enclosed postage-paid business reply envelope:**

TD Life Insurance Company Attn: TD Insurance, P.O. Box 1, TD Centre  
 Toronto, Ontario, M5K 1A2  
 Tel.: **1-888-788-0839** Fax.: **1-800-399-7211**



## Frequently Asked Questions About TD Critical Accident Recovery Insurance Plan Coverage

### I already have life insurance. Do I really need more?

While life insurance is an important part of *your* overall financial plan, it may not provide benefits if *you* survive an accident but are unable to return to work. The TD Critical Accident Recovery Insurance Plan coverage provides benefits for the living to help *you* and *your* family deal with financial challenges, in the event a serious accidental injury occurs.

### I also have disability coverage. Isn't that enough?

Disability coverage is also important, but it may not provide *you* a lump-sum payment to help *you* to take care of day-to-day living expenses and still have money for *your* recovery. The TD Critical Accident Recovery Insurance Plan coverage can pay a lump-sum, tax-free benefit in addition to any disability coverage *you* may have. Also, most other disability plans provide a reduced monthly benefit, and many continue for only a limited time.

### What is covered?

The Insurance Certificate provides details on page 3 about the list of covered losses, which includes eligible injuries resulting from an accident and eligible broken bones. Covered losses range from loss of hearing to more serious injuries, such as paralysis and brain damage.

### How will I know if I'm eligible to make a claim?

If *you* suffer a critical accident—as set out in *your* Insurance Certificate—you're eligible to file a claim. Claim forms are available by calling TD Life at **1-888-788-0839**. Please refer to section "How Do I Make A Claim?" (page 19) for complete information on how to file a claim.



### **Do I need to submit my hospital indemnity benefits claim and my lump-sum claim at the same time?**

No. The hospital indemnity benefits of \$100 a day for 365 days—up to a total of \$36,500—can be claimed for a stay in a Canadian hospital resulting from an accident, as defined in the Insurance Certificate. In addition, *you* can claim the hospital indemnity benefit for each hospital stay.

### **My premiums are low now, but will they increase in the future?**

*Your* premiums are group premiums designed to make this coverage affordable for TDBG customers. *Your* premiums will stay the same until *your* coverage ends at age 75. Premiums are fixed for the duration of coverage unless they change for all customers insured under the policy.

For additional details, please refer to sections “Coverage Summary” (page 6) and “How Much Do I Pay?” (page 9) in the Insurance Certificate.

### **Will I have to pay taxes on any of the benefits I might receive?**

No. Under existing Canadian tax laws, all payments under the TD Critical Accident Recovery Insurance Plan are tax-free.

### **Who do I contact for more information?**

For information or questions on *your* TD Critical Accident Recovery Insurance Plan coverage, please contact TD Life at **1-888-788-0839**.