

SCOTIABANK PASSPORT® VISA INFINITE PRIVILEGE* CARD CERTIFICATES OF INSURANCE

EFFECTIVE DATE: DECEMBER 9, 2024

IMPORTANT INFORMATION

Please read these Certificates of Insurance carefully before you travel, keep them in a safe place, and take them with you when you travel.

Your credit card includes travel coverage – what's next?

It is in *your* best interest to know what is included in *your* Certificates of Insurance, what is excluded, and what is limited, meaning benefits payable but with limits. Please take time to read through *your* Certificates of Insurance before *you* travel. Words in *italics* have a specific meaning which can be found in the definitions section of each Certificate of Insurance.

- Emergency Travel Medical Insurance is designed to cover losses arising from sudden and unforeseeable circumstances.
- *Pre-existing condition* exclusions apply to *medical conditions* and/or symptoms that existed before *your trip*.
- In the event of an accident, *injury*, or sickness, *your* medical history will be reviewed after a claim has been reported.
- *Your* insurance provides travel assistance. *You* are required to contact the Administrator prior to *treatment*. Failure to do so may limit benefits.
- The Certificates of Insurance contain clauses which may limit the amounts payable.
- The Certificates of Insurance contain 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.

It is *your* responsibility to understand *your* coverage.

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To confirm *your* insurance coverage or for any questions concerning the information in *your* Certificates of Insurance, call toll free **1-877-251-0941** (from Canada or the United States) or call collect **519-251-0941** (from anywhere else in the world).

SUMMARY OF BENEFITS

This is a summary of insurance coverage under *your credit card*. Refer to each Certificate of Insurance for full terms and conditions.

Coverage	Limits (\$ CAD)
<p>EMERGENCY TRAVEL MEDICAL INSURANCE Provides <i>you</i> coverage for certain expenses incurred as a result of an <i>emergency</i> while travelling outside of <i>your</i> province or territory of residence.</p>	<ul style="list-style-type: none"> • Up to \$5,000,000 per <i>insured person</i>, per <i>trip</i>; • 31- day coverage period if age 64 or under on <i>your departure date</i>; and • 10- day coverage period if age 65 or over on <i>your departure date</i>.
<p>TRIP CANCELLATION AND TRIP INTERRUPTION INSURANCE Provides <i>you</i> reimbursement for eligible non-refundable and non-transferable prepaid expenses incurred as a result of a <i>trip</i> cancellation or <i>trip</i> interruption. In addition, Trip Interruption Insurance provides reimbursement for travel arrangements in the event of early return or delayed return.</p>	<ul style="list-style-type: none"> • Trip Cancellation: Up to \$2,500 per <i>insured person</i> per <i>trip</i> (combined maximum of \$10,000); and • Trip Interruption and Trip Disruption: Up to \$5,000 per <i>insured person</i> per <i>trip</i> (combined maximum \$25,000).
<p>FLIGHT DELAY INSURANCE Provides <i>you</i> coverage for reimbursement of certain reasonable and necessary expenses incurred when <i>your</i> original flight is delayed.</p>	<ul style="list-style-type: none"> • Up to \$1,000 per <i>insured person</i>.
<p>RENTAL CAR COLLISION/LOSS DAMAGE INSURANCE Provides <i>you</i> coverage for theft, loss, or damage to <i>your</i> rental vehicle.</p>	<ul style="list-style-type: none"> • Rental cars with an original Manufacturer's Suggested Retail Price (MSRP) of up to \$85,000 in its model year; and • Rental period of up to 48 days.
<p>LOST BAGGAGE AND DELAYED BAGGAGE INSURANCE Provides <i>you</i> worldwide coverage in the event <i>your</i> baggage is lost, stolen, damaged, or delayed.</p>	<ul style="list-style-type: none"> • Delay of Checked Baggage: Up to \$1,000 per <i>insured person</i>; and • Lost, Stolen, or Damaged Baggage: Up to \$2,500 per <i>insured person</i> (combined maximum \$5,000 per occurrence for all <i>insured persons</i>).
<p>HOTEL BURGLARY INSURANCE Provides <i>you</i> worldwide coverage in the event there is a burglary of <i>your hotel</i> room.</p>	<ul style="list-style-type: none"> • Up to \$2,500 combined per occurrence for all <i>insured persons</i>.
<p>COMMON CARRIER TRAVEL ACCIDENT INSURANCE Provides <i>you</i> coverage for accidental death or life altering injuries while <i>occupying</i> a <i>common carrier</i>.</p>	<ul style="list-style-type: none"> • Up to \$500,000 per <i>insured person</i>.
<p>PURCHASE SECURITY AND EXTENDED WARRANTY COVERAGE Provides <i>you</i> coverage for certain items charged to the <i>account</i> if such items are lost, stolen, or damaged.</p>	<ul style="list-style-type: none"> • Purchase Security: Up to 180 days from date of purchase; and • Extended Warranty: Up to two additional years following the expiry of the original <i>manufacturer's warranty</i>.
<p>MOBILE DEVICE INSURANCE Provides <i>you</i> worldwide coverage for a <i>mobile device</i> that is lost, stolen, or accidentally damaged.</p>	<ul style="list-style-type: none"> • Up to \$1,000 per occurrence.

EMERGENCY TRAVEL MEDICAL CERTIFICATE OF INSURANCE

SECTION 1 – ABOUT THIS CERTIFICATE

This Certificate of Insurance contains information about *your* Emergency Travel Medical Insurance, what is excluded, and what is limited, meaning benefits payable but with limits. Please take time to read through this Certificate of Insurance before *you* travel. **Words in *italics* have a specific meaning which can be found in SECTION 5 – DEFINITIONS of this Certificate of Insurance.**

Emergency Travel Medical Insurance provides *you* coverage for certain expenses incurred as a result of an *emergency* while travelling outside of *your* province or territory of residence in Canada, up to \$5,000,000 per *insured person, per trip*.

Emergency Travel Medical Insurance under Group Policy No. **BNS749** (Policy) is underwritten by The Manufacturers Life Insurance Company (Manulife), referred to as the Insurer. The Insurer has issued the Policy to The Bank of Nova Scotia (the Policyholder, hereinafter referred to as Scotiabank). Claim payment and administrative services are provided by the Administrator. Manulife has appointed Active Claims Management (2018) Inc., operating as “Active Care Management”, “ACM”, “Global Excel Management” and/or “Global Excel” as the Administrator of all assistance and claims services under this Policy.

If any conflict arises, the Policy will govern, subject to any applicable law. *You*, or the person making a claim under this Policy, may request a copy of the Policy from the Insurer, subject to certain access limitations permitted by applicable law.

The Bank of Nova Scotia and the Insurer may cancel, change, or modify the insurance coverage provided by this Certificate of Insurance at any time.

In no event will a corporation, partnership, or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

SECTION 2 – FOR IMMEDIATE ASSISTANCE

You (or if not medically possible, someone else on your behalf) must contact the Administrator BEFORE seeking treatment at the time of a medical emergency by calling **1-877-251-0941** toll free from Canada and the United States or **519-251-0941** collect from anywhere else in the world. They are available 24 hours a day, 7 days a week.

If you do not call the Administrator, you may be required to pay 20% of the eligible medical expenses of the claim. See SECTION 11 – LIMITATIONS OF COVERAGE for details.

See SECTION 13 – HOW TO FILE A CLAIM and the Assistance Services section for more information.

SECTION 3 – IMPORTANT NOTICE

PLEASE READ CAREFULLY

- Emergency Travel Medical Insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that *you* read this Certificate of Insurance and understand *your* coverage before *you* travel as *your* coverage is subject to certain limitations or exclusions.
- *Pre-existing condition* exclusions apply to *medical conditions* and/or symptoms that existed before *your trip*. Refer to this Certificate of Insurance to determine how these exclusions affect *your* coverage and how they relate to *your departure date*.
- In the event of an accident, *injury* or sickness, *your* medical history will be reviewed after a claim has been reported.
- *Your* insurance provides travel assistance. *You* are required to contact the Administrator prior to *treatment*. Failure to do so may limit benefits (see SECTION 11 – LIMITATIONS OF COVERAGE).
- Throughout this Certificate of Insurance, any reference to age refers to *your age on your departure date*.
- **This Certificate of Insurance contains clauses which may limit the amounts payable.**
- **This Certificate of Insurance contains a provision removing or restricting your right to designate persons to whom or for whose benefit insurance money is to be payable.**

ELIGIBILITY FOR COVERAGE

- Coverage is only available while *you* are a resident of Canada and covered by a Government Health Insurance Plan (*GHIP*) and while *you* are travelling outside *your* province or territory of residence in Canada.
- *You* are eligible for Emergency Travel Medical Insurance coverage, provided the *account* is in *good standing* at the time of loss. *Insured persons* do not have to travel together to be eligible for this coverage.

SECTION 4 – ADDITIONAL INFORMATION YOU NEED TO KNOW ABOUT EMERGENCY TRAVEL MEDICAL INSURANCE

- Coverage is provided for the first 31 consecutive days for *insured persons* under 65 years of age and for the first 10 consecutive days for *insured persons* 65 years of age or older.
- Optional Top-Up Coverage may be purchased to increase the number of additional days of *your* travel medical coverage. See SECTION 8 – OPTIONAL TOP-UP COVERAGE PROCEDURES for details.

SECTION 5 – DEFINITIONS

Throughout this Certificate of Insurance, *italicized terms* have the specific meaning described below.

account means the *cardmember's credit card account*, which must be in *good standing* with Scotiabank.

act of terrorism means any activity that involves a threat to use or the actual use of violence or any dangerous or threatening act, or the use of force. Such act is directed against the general public, governments, organizations, properties or infrastructures, or electronic systems. The intention of such activity is to:

- a) instill fear in the general public;
- b) disrupt the economy;
- c) intimidate, coerce, or overthrow a government (whether that government is legal or illegal); and/or
- d) promote political, ideological, religious, or economic objectives.

act of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

cardmember means the *primary cardmember* and any supplemental *cardmember*, who is a natural person resident in Canada, to whom a *credit card* is issued and whose name is embossed on the card.

change in medication means the medication dosage, frequency or type has been reduced, increased or stopped, and/or new medication(s) has/have been prescribed. **Exceptions:** the routine adjustment of Coumadin, warfarin, or insulin (as long as they are not newly prescribed or stopped) and there has been no change in *your medical condition*; and/or a change from a brand name medication to a generic brand medication of the same dosage.

credit card means the Scotiabank Passport Visa Infinite Privilege card.

departure date means the date *you* leave *your* province or territory of residence in Canada.

dependent child(ren) means the *cardmember's* unmarried natural, adopted or step-children who are dependent on *you* for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full-time attendance at a recognized institution of higher learning in Canada.

This includes children 21 years of age or over who are permanently mentally or physically disabled and incapable of self-support.

dollars and **\$** means Canadian (CAD) *dollars*.

emergency means a sudden and unforeseen *medical condition* that requires immediate *treatment*. An *emergency* no longer exists when the evidence reviewed by the Administrator indicates that no further *treatment* is required at destination, or *you* are able to return to *your* province or territory of residence in Canada for further *treatment*.

GHIP means the Government Health Insurance Plan in *your* province or territory of residence in Canada.

good standing means, with respect to an *account*, that the *primary cardmember* has not advised Scotiabank to close it or Scotiabank has not suspended or revoked credit privileges or otherwise closed the *account*.

hospital(s) means an institution that is licensed as an accredited *hospital* that is staffed and operated for the care and *treatment* of in-patients and out-patients. *Treatment* must be supervised by *physicians* and there must be

registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment.

A *hospital* is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

immediate family member(s) means the *cardmember's spouse*, daughter or son (whether natural, adopted or step-child), grandchild, grandparents, parent, step-parent, sister, step-sister, brother, step-brother, parent-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law.

injury means sudden bodily harm caused by external and purely accidental means, independent of sickness or disease.

insured person(s) means the *cardmember*, *spouse*, and/or eligible *dependent children* who are covered by a *GHIP* for the full duration of the *trip*. **The insured person(s) may be referred to as "you" or "your"**.

medical condition(s) means any disease, illness, or *injury* (including symptoms of undiagnosed conditions).

minor mental or emotional disorder means:

- a) having anxiety or panic attacks; or
- b) being in an emotional state or in a stressful situation.

A *minor mental or emotional disorder* is one where *your treatment* includes only minor tranquilizers or minor anti-anxiety medication (anxiolytics) or no prescribed medication at all.

physician(s) means a person who is not *you* or an *immediate family member* or *your* travel companion, licensed in the jurisdiction where the services are provided, to prescribe and administer *medical treatment*.

pre-existing condition means any *medical condition* that exists prior to *your departure date*.

primary cardmember means the person in whose name the *card account* is established, who is a natural person resident in Canada, to whom a *credit card* is issued by Scotiabank.

reasonable and customary means costs that *you* actually incurred that do not exceed the standard fee of other providers of similar standing in the same geographical area, when providing the same *treatment* of a similar sickness or *injury* or for other comparable services or supplies in a similar circumstance.

return date means the date *you* return to *your* province or territory of residence in Canada.

spouse means the person who is legally married to the *cardmember* or the person who has been living with the *cardmember* for a continuous period of at least 1 year and is publicly represented as the *cardmember's spouse*.

stable means a *medical condition* that is considered *stable* when all of the following statements are true:

- a) there has not been any new *treatment* prescribed or recommended, or change(s) to existing *treatment* (including a stoppage in *treatment*);
- b) there has not been any *change in medication*, or any recommendation or starting of a new prescription drug;

- c) the *medical condition* has not become worse;
- d) there has not been any new, more frequent or more severe symptoms;
- e) there has been no hospitalization or referral to a specialist;
- f) there have not been any tests, investigation or *treatment* recommended, but not yet complete, nor any outstanding test results; and
- g) there is no planned or pending *treatment*.

All of the above conditions must be met for a *medical condition* to be considered *stable*.

treatment(s) means a procedure prescribed, performed, or recommended by a *physician* for a *medical condition*. This includes but is not limited to prescribed medication, investigative testing, surgery, and/or hospitalization.

trip means a period of time during which *you* are away from *your* province or territory of residence in Canada, as determined by the *departure date* and *return date*.

SECTION 6 – WHEN DOES COVERAGE BEGIN AND END?

Coverage Period for insured persons under age 65 (on the trip departure date)

Only the first 31 consecutive days of a *trip* are covered under Emergency Travel Medical Insurance, as determined by the original *departure date* and *return date*.

There is no coverage for that portion of a *trip* which extends beyond the first 31 consecutive days.

Coverage begins on *your departure date* and ends on the earliest of:

- a) the *return date*;
- b) the date the *account* ceases to be in *good standing*;
- c) the date *you* have been away for more than 31 consecutive days (including the *departure date* and *return date*) from *your* province or territory of residence in Canada;
- d) the date *you* cease to be eligible for coverage (for *dependent children*, see SECTION 5 – DEFINITIONS for age limits); and
- e) the date the Policy is cancelled by Scotiabank or the Insurer.

No benefits will be paid for losses incurred after coverage has ended.

Coverage Period for insured persons age 65 or older (on the trip departure date)

Only the first 10 consecutive days of a *trip* are covered under Emergency Travel Medical Insurance, as determined by the original *departure date* and *return date*.

There is no coverage for that portion of a *trip* which extends beyond the first 10 consecutive days.

Coverage begins on *your departure date* and ends on the earliest of:

- a) the *return date*;
- b) the date the *account* ceases to be in *good standing*;
- c) the date *you* have been absent for more than 10 consecutive days (including the *departure date* and *return date*) from *your* province or territory of residence in Canada;
- d) the date *you* cease to be eligible for coverage (for *dependent children*, see SECTION 5 - DEFINITIONS for age limits); and
- e) the date the Policy is cancelled by Scotiabank or the Insurer.

No benefits will be paid for losses incurred after coverage has ended.

SECTION 7 – AUTOMATIC EXTENSION OF COVERAGE

If a medical *emergency* prevents *you* from returning home as originally planned, *your* Emergency Travel Medical Insurance coverage will be automatically extended for up to 5 days following the end of an *emergency*.

In addition, Emergency Travel Medical Insurance coverage will also be automatically extended for up to 3 days if *your* return to *your* province or territory of residence in Canada is delayed solely as the result of:

- a) the delayed departure of the bus, train, plane or ship on which *you* are booked; or
- b) an accident or the mechanical breakdown of *your* personal vehicle or rental vehicle.

SECTION 8 – OPTIONAL TOP-UP COVERAGE PROCEDURES

At an additional charge to the *cardmember*, an Optional Top-Up Coverage may be purchased to increase the number of days of Emergency Travel Medical Insurance beyond 31 days for *insured persons* under 65 years of age, or beyond 10 days for *insured persons* 65 years of age or older. To purchase Optional Top-Up Coverage for the additional days, please call the Insurer at **1-877-222-7342** from within Canada. The *cardmember* will receive a separate certificate of insurance for this optional coverage.

SECTION 9 – WHAT ARE THE EMERGENCY TRAVEL MEDICAL INSURANCE BENEFITS?

In the event of a medical *emergency*, *reasonable and customary* charges for *emergency treatment* will be paid by the Insurer, less any amount payable by or reimbursable under a *GHIP*, any group or individual health plans or other insurance policies. Benefits are limited to \$5,000,000 for each *insured person*, subject to the limitations and exclusions in SECTIONS 11 and 12.

The following expenses are eligible:

Hospital Accommodation, Medical Expenses, and Physician Charges

For *treatment* received from a *physician*. Including *hospital* room and board, up to semi-private or the equivalent.

Paramedical Services

Care received from a licensed chiropractor, osteopath, physiotherapist, chiropodist, or podiatrist to a combined maximum of \$600 for a covered *injury*.

Private Duty Nursing

Including services of a licensed private duty nurse when prescribed by a *physician*.

Diagnostic Services

Including laboratory tests and x-rays when prescribed by a *physician*. NOTE: Magnetic resonance imaging (MRI), computerized axial tomography (CAT scans), sonograms and ultrasound must be approved in advance by the Administrator, except in extreme circumstances where a request for prior approval would delay surgery needed in a life-threatening or life-altering medical crisis.

Ambulance Service

Or taxi service (including standard ridesharing service) to the nearest *hospital* equipped to provide the required *treatment*.

Emergency Air Transport

To the nearest *hospital*, or repatriation to a *hospital* in *your* province or territory of residence in Canada (when approved and arranged by the Administrator) in the event *your* condition precludes the use of other means of transportation.

Prescription Drug Reimbursement

Including drugs and medicines that require the prescription of the attending *physician* and are dispensed by a licensed pharmacist due to an *emergency*.

Emergency Dental Treatment

To a maximum of \$250 per *insured person* to relieve dental pain. To a maximum of \$2,000 per *insured person* for *treatment* of natural or permanently installed teeth, necessitated by an accidental blow to the mouth.

Medical Appliances

Including slings, braces, splints, and local rental of crutches, walkers and wheelchairs.

Meals and Accommodation

If a medical *emergency* prevents *you* from returning home as originally planned, or if *your emergency* medical *treatment* requires *your* transfer to a location that is different from *your* original destination, *you* may be reimbursed to a maximum of \$200 per day, up to 10 days per *trip* for all *insured persons* combined.

Return Airfare

To cover any additional cost incurred for a one-way economy fare (less any refunds due on original tickets) and, if required, the charge for transportation of a stretcher and attending medical personnel to return *you* to *your*

province or territory of residence in Canada if further medical *treatment* is warranted and when approved and arranged by the Administrator.

Transportation to Bedside

For one of *your immediate family members*, relatives, or close friends when *you* are hospitalized and expected to remain so for 3 days or more. This benefit must be approved and arranged by the Administrator. This benefit is available immediately and with no pre-approval required if the insured *dependent child* is hospitalized.

This benefit includes one round-trip economy airfare, plus food and accommodation expenses of \$200 per day to a maximum of \$1,500. This Emergency Travel Medical Insurance will be extended, at no charge, for the person required at bedside for the duration of the *emergency*, provided that this person is covered by a *GHIP*.

Vehicle Return

Cost to a maximum of \$1,000 to return *your* car to *your* province or territory of residence in Canada, or in the case of a rented vehicle, to the nearest appropriate rental location, when *you* are unable to return the vehicle as a result of a medical *emergency*.

Car Accident Assistance

When *your* vehicle is disabled as a result of an accident during the *trip*. A maximum of \$200 per day will be paid toward the cost of accommodation, food, car rental, or commercial transportation for the time the vehicle is inoperable for a maximum of 3 days immediately following the date of the accident.

Return of Deceased

When death results from an *emergency*, to a maximum of \$5,000 for the cost of preparation (including cremation) and *your* transport (excluding the cost of a burial coffin or urn) to *your* province or territory of residence in Canada. In addition, if someone is legally required to identify *your* body and must travel to the place of *your* death, this benefit includes one round-trip economy airfare for that person, plus food and accommodation expenses of \$200 per day to a maximum of \$1,500. This Emergency Travel Medical Insurance will be extended, at no charge, for the person required to identify the body for the duration of the *emergency*, provided that this person is covered by a *GHIP*.

SECTION 10 – EMERGENCY PROCEDURES

When an *emergency* occurs, you must contact the Administrator without delay. If it is medically impossible for *you* to call prior to obtaining *emergency treatment*, the Administrator asks that someone call on *your* behalf as soon as possible. Failure to do so may limit the benefits payable to *you*. See SECTION 11 – LIMITATIONS OF COVERAGE.

24-hour *emergency* assistance, 7 days a week, is available by calling **1-877-251-0941** from within Canada and the United States, or **519-251-0941** locally or collect from other countries. If calling the Administrator from somewhere in the world where a collect call is not possible, call direct and *you* will be reimbursed.

The Administrator will confirm coverage, provide directions to the nearest appropriate medical facility, and provide the necessary authorization of payment of eligible expenses.

The Administrator will make every effort to pay or authorize payment of eligible expenses to *hospitals, physicians*, and other medical providers directly. If direct payment or payment authorization is not possible, *you* may be required to make payments out of pocket. In that event, *you* may be reimbursed for eligible expenses on submission of the claim.

SECTION 11 – LIMITATIONS OF COVERAGE

Failure to immediately notify the Administrator once an *emergency* occurs, or as soon as possible under the circumstances, may limit the benefits payable as follows:

- a) No benefits will be payable for surgery or invasive procedures (such as cardiac catheterization) without prior approval by the Administrator, except in extreme circumstances where a request for prior approval would delay surgery needed in a life-threatening or life-altering medical crisis.
- b) *You* may be responsible for 20% of the total claim, up to a maximum of \$30,000. Any eligible expenses in excess of \$30,000 may still be eligible for the overall maximum of \$5,000,000 of medical coverage.

No benefits will be payable for any further medical *treatment* if the Administrator determines that *you* should transfer to another facility or return to *your* home province or territory of residence in Canada for *treatment*, and *you* choose not to.

An *emergency* no longer exists when the evidence reviewed by the Administrator indicates that no further *treatment* is required at destination, or *you* are able to return to *your* province or territory of residence in Canada for further *treatment*.

This is a second payor insurance. The total benefits *you* receive from all insurers may not exceed the actual expenses. The Insurer considers claims for amounts that are greater than what *you* are covered for under any other insurances, including, but not limited to the following:

- a) third-party liability;
- b) group or individual, basic, or extended health insurance plans or contracts;
- c) private, provincial, or territorial auto insurance plans that cover *hospital*, medical, or therapeutic expenses; and
- d) any other third-party liability insurance.

The Insurer will coordinate benefit payments with all insurers who provide *you* benefits similar to the ones provided in this insurance, to a maximum of the highest amount specified by any insurer.

Exception: If *your* current or former employer provides an extended health insurance plan with a lifetime maximum of \$50,000 or less, the Insurer will not coordinate payment.

SECTION 12 – WHAT IS NOT COVERED?

No benefits are payable for any expenses incurred directly or indirectly as a result of:

- a) any *pre-existing condition*. If **you are under 75 years of age**, the Administrator will not pay any expenses related to any *pre-existing condition* that is not *stable* in the 90 days before *your departure date*. If **you are 75 years of age or over**, the Administrator will not pay any expenses related to any *pre-existing condition* that is not *stable* in the 180 days prior to *your departure date*. Please refer to the definition of “*pre-existing condition*” and “*stable*” in SECTION 5;
- b) any *medical condition* *you* suffer or contract when an official travel advisory issued by the Government of Canada states, “Avoid non-essential travel” or “Avoid all travel” regarding the country, region, or city of *your* destination, before *your departure date*. This exclusion does not apply to claims for an *emergency* or a *medical condition* unrelated to the travel advisory. To view the current travel advisories, visit the Government of Canada’s travel site.
- c) any *emergency* or *treatment* that occurs other than during a *trip*;
- d) any non-*emergency*, experimental or elective treatment such as cosmetic surgery, chronic care, rehabilitation including any expenses for directly or indirectly related complications;
- e) *your* routine pre-natal or post-natal care;
- f) *your* pregnancy, delivery, or complications of either, arising 9 weeks before the expected date of delivery or 9 weeks after;
- g) *your* child born during *your trip*;
- h) *your* commission or attempted commission of a criminal offence or illegal act;
- i) *your* self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental health illness;
- j) *your minor mental or emotional disorder*;
- k) any *medical condition*, including symptoms of withdrawal, arising from, or in any way related to, *your* chronic use of alcohol, drugs or other intoxicants whether prior to or during *your trip*;
- l) any *medical condition* arising during *your trip* from, or in any way related to, the abuse of alcohol, drugs or other intoxicants;
- m) an *act of war* or an *act of terrorism*;
- n) *your* voluntary participation in a riot or civil commotion;
- o) *your treatments* that are not prescribed by a *physician*;
- p) any loss that occurs while *you* are participating in:

- (i) any sporting activity for which *you* are paid, including snorkeling or scuba diving;
- (ii) any extreme sport or activity involving a high level of risk, such as those indicated below, but not limited to:
 - mountain climbing requiring the use of specialized equipment, including carabiners, crampons, pick axes, anchors, bolts and lead rope or top rope anchoring equipment to ascend or descend a mountain;
 - rock-climbing;
 - parachuting;
 - skydiving;
 - bungee jumping;
 - hang-gliding or using any other air-supported sporting device; or
 - participating in a motorized speed contest;
- q) a *medical condition*:
 - (i) *you* knew or for which it was reasonable to expect before the *departure date* that *you* would need or be required to seek *treatment* for that *medical condition*;
 - (ii) for which future investigation or *treatment* was planned before *your departure date*;
 - (iii) which produced symptoms that would have caused an ordinarily prudent person to seek *treatment* in the three (3) months before *your departure date*; or
 - (iv) that had caused a *physician* to advise *you*, before *your departure date*, not to go on *your trip*;
- r) any *trip* made for the purpose of obtaining a diagnosis, *treatment*, surgery, investigation, palliative care, or any alternative therapy, whether or not it was authorized by a *physician*, as well as any directly or indirectly related complication;
- s) the continued *treatment* of a *medical condition* or related condition, following *emergency treatment* during *your trip*, if the Administrator determines that *your emergency* has ended, or any further *medical treatment* if our medical advisors determine that *you* should transfer to another facility or return to *your province* or territory of residence for *treatment*, and *you* choose not to;
- t) any *medical condition* that is the result of *you* not following *treatment* as prescribed to *you*, including prescribed medication;
- u) death or *injury* sustained while piloting an aircraft, learning to pilot an aircraft, or acting as a member of an aircraft crew; and
- v) magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies, cardiac catheterization, angioplasty and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved in advance by the Administrator prior to being performed. All

surgery must be authorized by the Administrator prior to being performed except in extreme circumstances where surgery is performed on an *emergency* basis immediately upon admission to *hospital* for a life-threatening or life-altering medical crisis.

SECTION 13 – HOW TO FILE A CLAIM

If *you* have a medical *emergency*, *you* must contact the Administrator **BEFORE** seeking *treatment* by calling **1-877-251-0941** from Canada and the United States or **519-251-0941** locally or collect from other countries to obtain a claim form. If *you* cannot reasonably contact the Administrator before seeking *treatment* due to the nature of *your emergency*, someone else must call on *your* behalf or *you* must call as soon as medically possible.

If the Administrator is notified in advance of medical treatment: The Administrator can refer *you* to a medical facility or *physician* in *your* travel area. If *you* contact the Administrator during *your emergency*, they may arrange for *your* covered expenses to be paid directly to the *hospital* or medical facility, where feasible. This means *you* may not have to pay for *treatment* out of pocket. If the Administrator authorizes *hospital* or other medical payments on *your* behalf, *you* must sign an authorization form allowing the Administrator to recover payments from their *GHIP*, other health plans or insurers and return it to the Administrator within 30 days. If an advance has been made for ineligible expenses, *you* will be required to reimburse the Administrator.

If the Administrator is NOT notified in advance of medical treatment: The benefits payable to *you* may be limited if *you* do not notify the Administrator as certain *treatments* require pre-approval for coverage. The medical *treatment* *you* receive may not be covered if *you* fail to contact the Administrator before seeking *treatment*. After *your medical emergency treatment* has started, the Administrator must assess and pre-approve additional medical *treatment*. If *you* undergo tests as part of a medical investigation, *treatment*, or surgery, obtain *treatment* or undergo surgery that is not pre-approved, *your* claim may not be paid. This includes but is not limited to MRI, MRCP, CAT Scan, CT angiogram, sonograms, ultrasounds, nuclear stress test, biopsies, angiogram, angioplasty, cardiovascular surgery including any associated diagnostic test(s), cardiac catheterization, or any surgery.

Submitting your claim: *You* must submit a completed claim form and provide documentation to substantiate *your* claim, including the following:

- a) the cause and nature of the *medical condition* requiring *treatment*;
- b) original, itemized medical invoices;
- c) original prescription receipts;
- d) *your* date of birth and the claimant's date of birth (proof of age may be required);
- e) a photocopy of *your GHIP* (Health) card;
- f) name, address and phone number of *your* employer;

- g) proof of *your departure and/or return date* (i.e. copy of tickets, receipts, prepaid accommodation invoice and gas receipts);
- h) name, address and policy numbers for all other insurance *you* and other *insured persons* may have; and
- i) signed authorization to obtain any further required information.

Claims submitted with incomplete or insufficient documentation may not be paid.

TRIP CANCELLATION AND TRIP INTERRUPTION CERTIFICATE OF INSURANCE

SECTION 1 – ABOUT THIS CERTIFICATE

This Certificate of Insurance contains information about *your* Trip Cancellation and Trip Interruption Insurance, what is excluded, and what is limited, meaning benefits payable but with limits. Please take time to read through this Certificate of Insurance before *you* travel. **Words in *italics* have a specific meaning which can be found in**

SECTION 5 – DEFINITIONS of this Certificate of Insurance.

Trip Cancellation and Trip Interruption Insurance provides *you* reimbursement for eligible non-refundable and non-transferable prepaid expenses incurred as a result of a *trip* cancellation or *trip* interruption, up to:

- \$2,500 per *insured person* per *trip*, up to a combined maximum of \$10,000, for Trip Cancellation; and
- \$5,000 per *insured person* per *trip*, up to a combined maximum of \$25,000, for Trip Interruption.

Trip Cancellation and Trip Interruption Insurance under Group Policy No. **BNS749** (Policy) is underwritten by The Manufacturers Life Insurance Company (Manulife), referred to as the Insurer, and First North American Insurance Company (FNAIC), a wholly owned subsidiary of Manulife. The Insurer has issued the Policy to The Bank of Nova Scotia (the Policyholder, hereinafter referred to as Scotiabank). Claim payment and administrative services are provided by the Administrator. Manulife has appointed Active Claims Management (2018) Inc., operating as “Active Care Management”, “ACM”, “Global Excel Management” and/ or “Global Excel” as the Administrator of all assistance and claims services under this Policy.

If any conflict arises, the Policy will govern, subject to any applicable law. *You*, or the person making a claim under this Policy, may request a copy of the Policy from the Insurer, subject to certain access limitations permitted by applicable law.

The Bank of Nova Scotia and the Insurer may cancel, change, or modify the insurance coverage provided by this Certificate of Insurance at any time.

In no event will a corporation, partnership, or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

SECTION 2 – FOR IMMEDIATE ASSISTANCE

You must contact the Administrator the day of a *trip* cancellation or *trip* interruption, or on the next business day, by calling **1-877-251-0941** toll free from Canada and the United States or **519-251-0941** collect from anywhere else in the world. They are available 24 hours a day, 7 days a week.

See SECTION 13 – HOW TO FILE A CLAIM and the Assistance Services section for more information.

SECTION 3 – IMPORTANT NOTICE

PLEASE READ CAREFULLY

- Trip Cancellation and Trip Interruption Insurance is designed to cover loss arising from sudden and unforeseeable circumstances. It is important that *you* read this Certificate of Insurance and understand *your* coverage before *you* travel as *your* coverage is subject to certain limitations or exclusions.
- *Pre-existing condition* exclusions apply to *medical conditions* and/or symptoms that existed before *your trip*. Refer to this Certificate of Insurance to determine how these exclusions may affect *your* coverage and how they relate to *your departure date* or *effective date*.
- In the event of an accident, *injury*, or sickness, *your* medical history may be reviewed when a claim has been reported.
- Coverage is only available if *you* are a resident of Canada.
- Throughout this Certificate of Insurance, any reference to age refers to *your* age on the date *your trip* was booked.
- If *you* are offered or given a travel credit, voucher, or any other recovery as reimbursement for any expenses related to the unused portion of *your* insured travel arrangements (even if *you* refuse to accept it), *you* will not be entitled to reimbursement for those expenses.
- **This Certificate of Insurance contains clauses which may limit the amounts payable.**
- **This Certificate of Insurance contains a provision removing or restricting *your* right to designate persons to whom or for whose benefit insurance money is to be payable.**

ELIGIBILITY FOR COVERAGE

- *You* are eligible for Trip Cancellation and Trip Interruption coverage when *eligible expenses* for the *trip* are charged to the *account* and/or paid with Scotiabank Scene+ points, provided the *account* is in *good standing* at the time of loss. See definition of *eligible expenses* in SECTION 5 – DEFINITIONS. *Insured persons* do not have to travel together to be eligible for this coverage.

SECTION 4 – ADDITIONAL INFORMATION YOU NEED TO KNOW ABOUT TRIP CANCELLATION AND TRIP INTERRUPTION INSURANCE

- ***You* will not be reimbursed for *your eligible expenses* paid using other payment sources, such as Scotiabank Scene+ points, cash, credits, or vouchers.**
- Optional Coverage may be purchased to protect any amount that may exceed the maximum Trip Cancellation and Trip Interruption Insurance limit amount. See SECTION 7 – OPTIONAL COVERAGE PROCEDURES for details.

SECTION 5 – DEFINITIONS

Throughout this Certificate of Insurance, ***italicized terms*** have the specific meaning described below.

account means the *cardmember's credit card account*, which must be in *good standing* with Scotiabank.

act of terrorism means any activity that involves a threat to use or the actual use of violence or any dangerous or threatening act, or the use of force. Such act is directed against the general public, governments, organizations, properties or infrastructures, or electronic systems. The intention of such activity is to:

- a) instill fear in the general public;
- b) disrupt the economy;
- c) intimidate, coerce, or overthrow a government (whether that government is legal or illegal); and/or
- d) promote political, ideological, religious, or economic objectives.

act of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

cardmember means the *primary cardmember* and any supplemental *cardmember*, who is a natural person resident in Canada, to whom a *credit card* is issued and whose name is embossed on the card.

change in medication means the medication dosage, frequency or type has been reduced, increased or stopped, and/or new medication(s) has/have been prescribed. **Exceptions:** the routine adjustment of Coumadin, warfarin, or insulin (as long as they are not newly prescribed or stopped) and there has been no change in *your medical condition*; and/or a change from a brand name medication to a generic brand medication of the same dosage.

common carrier means a bus, taxi, train, boat, plane or other commercial vehicle which is licensed, intended and used to transport paying passengers.

credit card means the Scotiabank Passport Visa Infinite Privilege card.

departure date means the date *you* leave for *your trip*.

departure point means the place *you* leave from on the first day of *your trip* and are scheduled to return to on the last day of *your trip*.

dependent child(ren) means the *cardmember's* unmarried natural, adopted or step-children who are dependent on *you* for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full-time attendance at a recognized institution of higher learning in Canada.

This includes children 21 years of age or over who are permanently mentally or physically disabled and incapable of self-support.

dollars and ***\$*** means Canadian (CAD) *dollars*.

effective date for Trip Cancellation means the date when *you* paid the *eligible expenses* for the *trip*. For Trip Interruption means *your departure date*.

eligible expenses mean charges for non-transferrable and non-refundable travel arrangements which have been booked or reserved prior to departure on a *trip* and for which all costs (including deposits and pre-payments, but excluding the cost of additional insurance *you* may obtain from *your* travel supplier) has been charged to the *account* and/or paid with Scotiabank Scene+ points.

emergency means a sudden and unforeseen *medical condition* that requires immediate *treatment*. An *emergency* no longer exists when the evidence reviewed by the Administrator indicates that no further *treatment* is required at destination, or *you* are able to return to *your* province or territory of residence in Canada for further *treatment*.

good standing means, with respect to an *account*, that the *primary cardmember* has not advised Scotiabank to close it or Scotiabank has not suspended or revoked credit privileges or otherwise closed the *account*.

hospital means an institution that is licensed as an accredited *hospital* that is staffed and operated for the care and *treatment* of in-patients and out-patients. *Treatment* must be supervised by *physicians* and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment.

A *hospital* is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction *treatment* centre, convalescent, rest or nursing home, home for the aged or health spa.

immediate family member means the *cardmember's spouse*, daughter or son (whether natural, adopted or step-child), grandchild, grandparents, parent, step-parent, sister, step-sister, brother, step-brother, parent-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law.

injury means sudden bodily harm caused by external and purely accidental means, independent of sickness or disease.

insured person(s) means the *cardmember*, *spouse*, and/or eligible *dependent children*. **The insured person(s) may be referred to as "you" or "your"**.

key person means an employee whose continued presence at *your* place of business is critical to the ongoing affairs of *your* business during *your trip* or a person who is a legal business partner who participates with *you* in the daily management of a shared business and who shares the financial risk of the operation.

medical condition(s) means any disease, illness, or *injury* (including symptoms of undiagnosed conditions).

minor mental or emotional disorder means:

- a) having anxiety or panic attacks; or
- b) being in an emotional state or in a stressful situation.

A *minor mental or emotional disorder* is one where *your treatment* includes only minor tranquilizers or minor anti-anxiety medication (anxiolytics) or no prescribed medication at all.

physician(s) means a person who is not *you* or an *immediate family member* or *your* travel companion, licensed in the jurisdiction where the services are provided, to prescribe and administer medical *treatment*.

pre-existing condition means any *medical condition* that exists prior to the *effective date*.

primary cardmember means the person in whose name the card *account* is established, who is a natural person resident in Canada, to whom a *credit card* is issued by Scotiabank.

rescheduling expenses mean the additional charges associated with *eligible expenses*, including administrative and change fees, which result from rescheduling a *trip*, prior to departure, and which have been charged to the *account*.

return date means the date *you* return to *your departure point*.

spouse means the person who is legally married to the *cardmember* or the person who has been living with the *cardmember* for a continuous period of at least 1 year and is publicly represented as the *cardmember's spouse*.

stable means a *medical condition* is considered *stable* when all of the following statements are true:

- a) there has not been any new *treatment* prescribed or recommended, or change(s) to existing *treatment* (including a stoppage in *treatment*);
- b) there has not been any *change in medication*, or any recommendation or starting of a new prescription drug;
- c) the *medical condition* has not become worse;
- d) there has not been any new, more frequent or more severe symptoms;
- e) there has been no hospitalization or referral to a specialist;
- f) there have not been any tests, investigation or *treatment* recommended, but not yet complete, nor any outstanding test results; and
- g) there is no planned or pending *treatment*.

All of the above conditions must be met for a *medical condition* to be considered *stable*.

travelling companion means someone who shares travel arrangements with *you* on any one *trip*, up to a maximum of three (3) persons.

treatment(s) means a procedure prescribed, performed, or recommended by a *physician* for a *medical condition*. This includes but is not limited to prescribed medication, investigative testing, surgery, and/or hospitalization.

trip means the period of time from *your departure date* up to and including *your scheduled return date*, as indicated on *your* travel documents.

SECTION 6 – WHEN DOES COVERAGE BEGIN AND END?

Trip Cancellation Insurance coverage begins on *your effective date*.

Trip Interruption Insurance coverage begins when the cause of interruption occurs during *your trip*.

Coverage under Trip Cancellation and Trip Interruption Insurance ends on the earliest of:

- a) the *return date*;
- b) the date the *account* ceases to be in *good standing*;
- c) the date *you* cease to be eligible for coverage; or
- d) the date the Policy is cancelled by Scotiabank or the Insurer.

No benefits will be paid for any loss incurred after coverage has ended.

SECTION 7 – OPTIONAL COVERAGE PROCEDURES

At an additional charge to the *cardmember*, an Optional Coverage may be purchased to protect any amount that may exceed the maximum Trip Cancellation and Trip Interruption Insurance limit amount. To purchase Optional Coverage for the additional protection, please call the Insurer at **1-877-222-7342** from within Canada. The *cardmember* will receive a separate certificate of insurance for this Optional Coverage.

SECTION 8 – WHAT ARE THE TRIP CANCELLATION INSURANCE BENEFITS?

Trip Cancellation Insurance Benefits

If, prior to the *departure date*, *you* are required to cancel a *trip* due to a covered cause for cancellation, *you* will be reimbursed for any *eligible expenses* which are not refundable or reimbursable in any manner, including through other insurance, that are charged to the *account*. The amount payable is subject to a maximum limit of \$2,500 per *insured person* and \$10,000 per *trip* for all *insured persons* on the same *trip* and will be limited to the cancellation penalties in effect on the date the covered cause for cancellation arises. It is therefore important that *you* cancel *your* travel arrangements with *your* travel supplier as soon as the covered cause for cancellation arises. Also, *you* must immediately advise the Administrator as soon as a covered cause for cancellation arises.

If, prior to a scheduled departure, *you* choose to reschedule a *trip* due to a covered cause for cancellation, *you* will be reimbursed for any *rescheduling expenses* which are not refundable or reimbursable in any manner, including through other insurance except when paid by any points program, credits, or vouchers. The amount payable is the lesser of the *rescheduling expenses* and the amount that would have been paid under this Certificate of Insurance if the *trip* had been cancelled outright. *Your* rescheduled *trip* will be considered a new *trip* and the *pre-existing condition* period will be measured from the date the new *trip* was booked.

Covered Causes for Trip Cancellation Insurance (first occurring after *your trip* was booked) mean the following:

Medical Covered Causes for Trip Cancellation Insurance:

- a) death of *you*, a *travelling companion*, *your immediate family member*, or a *travelling companion's immediate family member* occurring after the *trip* is booked;
- b) *injury* or sudden and unexpected sickness of *you* or a *travelling companion*, which did not result from a

pre-existing condition, and which prevents *you* or a *travelling companion* from starting the *trip*. A *physician* must substantiate in writing that prior to the scheduled *trip departure date*, the *physician* advised *you* or a *travelling companion* to cancel the *trip* or that the *injury* or sickness made it impossible for *you* or a *travelling companion* to start the *trip*;

- c) complications in the first 31 weeks of pregnancy and the attending *physician* advises *you* against travel;
- d) hospitalization for unexpected surgery or *treatment* due to an *injury* or a sudden and unexpected sickness of *your immediate family member* or a *travelling companion's immediate family member* scheduled to occur during the *trip*, which did not result from a *pre-existing condition*, and which was not known to *you* or a *travelling companion* prior to booking the *trip*;
- e) hospitalization of *your immediate family member* or a *travelling companion's immediate family member*, which did not result from a *pre-existing condition*, occurring after the *trip* was booked;
- f) hospitalization or death of *your key person* or of a *travelling companion's key person* occurring after the *trip* was booked; and
- g) hospitalization or death of *your host* or a *travelling companion's host* at destination occurring after the *trip* was booked.

Non-Medical Covered Causes for Trip Cancellation Insurance:

- a) an enforceable call of *you* to jury duty or sudden and unexpected subpoena of *you* to act as a witness in a court of law requiring *your* presence in court during the *trip*;
- b) a written formal notice issued by the Government of Canada after booking *your trip*, advising Canadians to "Avoid non-essential travel" or to "Avoid all travel" to any destination included in *your trip*;
- c) *your* passport is not issued by the date confirmed to *you* in writing by Passport Canada and/or travel visas for *you* are not issued for reasons beyond *your* control. Note: Documentation must show that *you* were eligible to apply, were not refused because of late application, and the application was not an additional attempt for a passport or visa that was previously refused.
- d) an employment transfer of *you* by the employer with whom *you* were employed on the date the *trip* was booked, which requires the relocation of *your* principal residence before the scheduled *trip departure date*;
- e) a natural disaster that renders *your* principal residence uninhabitable;
- f) *your* quarantine or hijacking; and
- g) a call to service of *you* by government with respect to reservists, military, police, or fire personnel.

As soon as a cause for *trip* cancellation occurs, *you* must cancel the *trip* and *you* must notify the Administrator by calling **1-877-251-0941** from Canada and the United States or **519-251-0941** locally or collect from other countries within 48 hours of the time the cause for cancellation arose.

SECTION 9 – WHAT ARE THE TRIP INTERRUPTION INSURANCE BENEFITS?

Trip Interruption Insurance Benefits

If during the *trip*, an *insured person* is prevented from continuing the *trip* or is unable to return on the original *trip return date* due to a covered cause for interruption as described in the section Covered Causes for Interruption below, *you* will be reimbursed:

- a) the additional charges paid by *you*, except when paid by any points program, credits, or vouchers, for a change in ticketing or the cost of a one-way economy fare to return to point of departure, whichever is less; and
- b) the amount of the unused portion of any *eligible expenses* which are not refundable or reimbursable, including through other insurance, excluding the cost of pre-paid, unused return transportation, that were charged to the *account*.

The amount payable is subject to a maximum limit of \$5,000 per *insured person* and \$25,000 per *trip* for all *insured persons* on the same *trip*. *You* must immediately advise the Administrator as soon as a covered cause for interruption arises.

Covered Causes for Trip Interruption Insurance mean the following:

Medical Covered Causes for Trip Interruption Insurance:

- a) death of *you*, a *travelling companion*, *your immediate family member*, or a *travelling companion's immediate family member* during the *trip*;
- b) *injury* or sudden and unexpected sickness of *you* or a *travelling companion*, which did not result from a *pre-existing condition* and which, in the sole opinion of the Administrator, based on medical advice provided by the attending *physician*, requires immediate medical attention and prevents *you* or a *travelling companion* from returning from the *trip* on the scheduled *return date*;
- c) complications in the first 31 weeks of pregnancy and the attending *physician* advises *you* against travel;
- d) *injury* or a sudden and unexpected sickness requiring hospitalization of *your immediate family member* or a *travelling companion's immediate family member* during the *trip*, which did not result from a *pre-existing condition*, and which was not known to *you* or *your travelling companion* prior to the *trip departure date*;
- e) hospitalization or death of *your key person* or a *travelling companion's key person* which occurred during the *trip*; and
- f) hospitalization or death of *your host* or a *travelling companion's host* at destination which occurred during the *trip*.

Non-Medical Covered Causes for Trip Interruption Insurance:

- a) a written formal notice issued by the Government of Canada during the *trip*, advising Canadians to "Avoid non-essential travel" or to "Avoid all travel" to any destination included in *your trip*;
- b) a natural disaster that renders *your* principal residence uninhabitable;

- c) *your* quarantine or hijacking;
- d) travel visas for *you* are not issued for reasons beyond *your* control. Note: Documentation must show that *you* were eligible to apply, were not refused because of late application, and the application was not an additional attempt for a visa that was previously refused; and
- e) a call to service of *you* by government with respect to reservists, military, police or fire personnel.

As soon as a cause for *trip* interruption occurs, *you* must notify the Administrator by calling 1-877-251-0941 from Canada and the United States or 519-251-0941 locally or collect from other countries. They will assist *you* in making the necessary arrangements to return.

SECTION 10 – WHAT ARE THE TRIP DISRUPTION INSURANCE BENEFITS?

Trip Disruption Insurance Benefits

If during the *trip*, a delay causes *you* to miss a connection for a *common carrier* or results in the interruption of *your* travel arrangements due to a covered cause for disruption, this benefit would cover *your* one-way economy class fare via the most cost-effective route to the *insured person's* next destination, except when paid by any points program, credits, or vouchers.

Covered causes for Trip Disruption Insurance mean the following:

- a) delay of *your common carrier* resulting from the mechanical failure of that carrier;
- b) grounding of *your common carrier* due to safety of that carrier, or as a result of an onboard medical *emergency*;
- c) a traffic accident or an *emergency* police-directed road closure (either must be substantiated by a police report);
- d) weather conditions;
- e) unexpected or unforeseen earthquake or volcanic eruption; or
- f) bankruptcy or insolvency of the *common carrier*. To be eligible for reimbursement for default coverage, *you* must have already exhausted all options to recover the costs of the undelivered travel services. This means *you* must first seek compensation from the travel supplier, any government or other compensation fund, or a source that is legally responsible or under contract to reimburse *you* before *you* submit *your* claim to the Administrator.

As soon as a cause for *trip* disruption occurs, *you* must notify the Administrator by calling 1-877-251-0941 from Canada and the United States or 519-251-0941 locally or collect from other countries. They will assist *you* in making the necessary travel arrangements.

SECTION 11 – LIMITATIONS OF COVERAGE

This is a second payor insurance. The total benefits *you* receive from all insurers may not exceed the actual expenses. The Insurer considers claims for amounts that are greater than what *you* are covered for under any other insurances, including, but not limited to the following:

- a) third-party liability;
- b) group or individual, basic, or extended health insurance plans or contracts;
- c) private, provincial, or territorial auto insurance plans that cover *hospital*, medical, or therapeutic expenses; and
- d) any other third-party liability insurance.

The Insurer will coordinate benefit payments with all insurers who provide *you* benefits similar to the ones provided in this insurance, to a maximum of the highest amount specified by any insurer.

Exception: If *your* current or former employer provides an extended health insurance plan with a lifetime maximum of \$50,000 or less, the Insurer will not coordinate payment.

SECTION 12 – WHAT IS NOT COVERED?

No benefits are payable in respect of any *trip* cancellation or *trip* interruption resulting directly or indirectly from:

- a) a *pre-existing condition*. **For insured persons under 75 years of age**, any *medical condition* that is not *stable* in the 90 days prior to the date the *trip* was booked. **For insured persons 75 years of age or over**, any *medical condition* that is not *stable* in the 180 days prior to the date the *trip* was booked. Please refer to the definition of “*pre-existing condition*” and “*stable*” in SECTION 5;
- b) cancellation of a *trip* for any reason other than a covered cause for cancellation;
- c) interruption of a *trip* for any reason other than a covered cause for interruption;
- d) any loss *you* suffer or contract when an official travel advisory issued by the Government of Canada states, “Avoid non-essential travel” or “Avoid all travel” regarding the country, region, or city of *your* destination, before *your effective date*. This exclusion does not apply to claims for an *emergency* or a *medical condition* unrelated to the travel advisory. To view the current travel advisories, visit the Government of Canada’s travel site;
- e) any known event when, on the date *you* booked *your trip*, *you* or *your travelling companion* knew, or it was reasonable to expect, may eventually prevent *you* from going on or completing *your trip* as booked;
- f) any *medical condition* that is the result of *you* not following *treatment* as prescribed to *you*, including prescribed medication;
- g) *your* routine pre-natal or post-natal care;
- h) *your* pregnancy, delivery, or complications of either, arising 9 weeks before the expected date of delivery or 9 weeks after;
- i) *your* child born during *your trip*;
- j) *your* commission or attempted commission of a criminal offence or illegal act;
- k) *your* self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental health illness;

- l) *your minor mental or emotional disorder*;
- m) any *medical condition*, including symptoms of withdrawal, arising from, or in any way related to, *your* chronic use of alcohol, drugs or other intoxicants whether prior to or during *your trip*;
- n) any *medical condition* arising during *your trip* from, or in any way related to, the abuse of alcohol, drugs or other intoxicants;
- o) an *act of war* or an *act of terrorism*;
- p) *your* voluntary participation in a riot or civil commotion; or
- q) any loss that occurs while *you* are participating in:
 - (i) any sporting activity for which *you* are paid, including snorkeling or scuba diving;
 - (ii) any extreme sport or activity involving a high level of risk, such as those indicated below, but not limited to:
 - mountain climbing requiring the use of specialized equipment, including carabiners, crampons, pick axes, anchors, bolts and lead rope or top rope anchoring equipment to ascend or descend a mountain;
 - rock-climbing;
 - parachuting;
 - skydiving;
 - bungee jumping;
 - hang-gliding or using any other air-supported sporting device; or
 - participating in a motorized speed contest.

No benefits are payable in respect of any *trip* disruption resulting directly or indirectly from disruption of a *trip* for any reason other than a covered cause for disruption, including the outright cancellation of a *common carrier* (not due to bankruptcy or insolvency) by a travel supplier.

SECTION 13 – HOW TO FILE A CLAIM

Immediately after learning of a loss or an occurrence which may lead to a loss covered under Trip Cancellation or Trip Interruption Insurance, *you* must contact the Administrator by calling **1-877-251-0941** from within Canada and the United States or **519-251-0941** locally or collect from other countries to obtain a claim form. To file a claim online, please visit www.manulife.ca/scotia.

You must submit a completed claim form and provide documentation to substantiate *your* claim, including the following:

- a) original ticket(s) (including any unused coupons), original vouchers, original itinerary, invoices, and receipts;
- b) *credit card* monthly *account* statement and any other documentation necessary to confirm that the costs of *eligible expenses* were charged to the *account* and/or paid with Scotiabank Scene+ points;

- c) proof satisfactory to the Administrator that the cancellation or interruption of the *trip* resulted from a covered cause for cancellation or interruption;
- d) name, address, and phone number of the *insured person's* employer; and
- e) name, address, and policy numbers for all other insurance *you* and/or the *insured person* may have; and
- f) any other information reasonably required by the Administrator to determine coverage eligibility.

Written notice of claim must be given to the Administrator as soon as reasonably possible after a covered cause for cancellation or interruption occurs, but in no event later than 90 days from the date on which the covered cause for cancellation or interruption occurred. Written notice given by or on behalf of the claimant or the beneficiary, with information sufficient to identify the *cardmember*, will be deemed notice of claim.

FLIGHT DELAY CERTIFICATE OF INSURANCE

SECTION 1 – ABOUT THIS CERTIFICATE

This Certificate of Insurance contains information about *your* Flight Delay Insurance, what is excluded, and what is limited, meaning benefits payable but with limits. Please take time to read through this Certificate of Insurance before *you* travel. **Words in *italics* have a specific meaning which can be found in SECTION 4 – DEFINITIONS of this Certificate of Insurance.**

Flight Delay Insurance provides *you* coverage for reimbursement of certain reasonable and necessary expenses when *your* original flight is delayed, up to \$1,000 per *insured person*.

Flight Delay Insurance under Group Policy **No. BNS749** (Policy) is underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of Manulife (Insurer). The Insurer has issued the Policy to The Bank of Nova Scotia (the Policyholder, hereinafter referred to as Scotiabank). Claim payment and administrative services are provided by the Administrator. Manulife has appointed Active Claims Management (2018) Inc., operating as “Active Care Management”, “ACM”, “Global Excel Management” and/or “Global Excel” as the Administrator of all assistance and claims services under this Policy.

If any conflict arises, the Policy will govern, subject to any applicable law. *You*, or the person making a claim under this Policy, may request a copy of the Policy from the Insurer, subject to certain access limitations permitted by applicable law.

The Bank of Nova Scotia and the Insurer may cancel, change, or modify the insurance coverage provided by this Certificate of Insurance at any time.

In no event will a corporation, partnership, or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

SECTION 2 – FOR IMMEDIATE ASSISTANCE

You must contact the Administrator if *your* flight is delayed by calling **1-877-251-0941** toll free from Canada and the United States or **519-251-0941** collect from anywhere else in the world. They are available 24 hours a day, 7 days a week.

See SECTION 9 – HOW TO FILE A CLAIM and the Assistance Services section for more information.

SECTION 3 – IMPORTANT NOTICE

PLEASE READ CAREFULLY

- It is important that *you* read this Certificate of Insurance and understand *your* coverage as *your* coverage is subject to certain limitations or exclusions.
- Coverage is only available if *you* are a resident of Canada.
- **This Certificate of Insurance contains clauses which may limit the amounts payable.**
- **This Certificate of Insurance contains a provision removing or restricting *your* right to designate persons to whom or for whose benefit insurance money is to be payable.**

ELIGIBILITY FOR COVERAGE

- *You* are eligible for Flight Delay Insurance coverage when the full cost of the flight was charged to the *account* and/or paid with Scotiabank Scene+ points, provided the *account* is in *good standing* at the time of loss. *Insured persons* do not have to travel together to be eligible for this coverage.

SECTION 4 – DEFINITIONS

Throughout this Certificate of Insurance, *italicized terms* have the specific meaning described below.

account means the *cardmember's credit card account*, which must be in *good standing* with Scotiabank.

act of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

cardmember means the *primary cardmember* and any supplemental *cardmember*, who is a natural person resident in Canada, to whom a *credit card* is issued and whose name is embossed on the card.

credit card means the Scotiabank Passport Visa Infinite Privilege card.

departure date means the date *you* leave for *your trip*.

departure point means the place *you* leave from on the first day of *your trip* and are scheduled to return to on the last day of *your trip*.

dependent child(ren) means the *cardmember's* unmarried natural, adopted or step-children who are dependent on *you* for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full-time attendance at a recognized institution of higher learning in Canada.

This includes children 21 years of age or over who are permanently mentally or physically disabled and incapable of self-support.

dollars and **\$** means Canadian (CAD) *dollars*.

good standing means, with respect to an *account*, that the *primary cardmember* has not advised Scotiabank to close it or Scotiabank has not suspended or revoked credit privileges or otherwise closed the *account*.

insured person(s) means the *cardmember*, *spouse*, and/or eligible *dependent children*. **The insured person(s) may be referred to as "you" or "your"**.

primary cardmember means the person in whose name the card *account* is established, who is a natural person resident in Canada, to whom a *credit card* is issued by Scotiabank.

return date means the date *you* return to *your departure point*.

spouse means the person who is legally married to the *cardmember* or the person who has been living with the *cardmember* for a continuous period of at least 1 year and is publicly represented as the *cardmember's spouse*.

trip means the period of time from *your departure date* up to including *your* scheduled *return date*, as indicated on *your* travel documents.

SECTION 5 – WHEN DOES COVERAGE BEGIN AND END?

Coverage begins on *your departure date* when no alternative transportation is made available within 4 hours or more of the scheduled departure time of the original flight.

Coverage ends at the earlier of:

- a) the *return date*;
- b) the date the *account* ceases to be in *good standing*;
- c) the date *you* cease to be eligible for coverage; and
- d) the date the Policy is cancelled by Scotiabank or the Insurer.

No benefits will be paid for losses incurred after coverage has ended.

SECTION 6 – WHAT ARE THE FLIGHT DELAY INSURANCE BENEFITS?

You will be reimbursed for reasonable and necessary expenses incurred, except when paid by any points program, credits, or vouchers, when the delay of the flight was the result of:

- a) strike by airline personnel;
- b) quarantine;
- c) civil commotion;
- d) hijack;
- e) natural disaster;
- f) inclement weather;
- g) mechanical breakdown; or

h) denied boarding due to overbooking;
when no alternative transportation is made available within 4 hours or more of the scheduled departure time of the original flight, with respect to hotel accommodations, restaurant meals, refreshments, transportation, entertainment (\$100 combined for all *insured persons* per delay), and sundry items (such as a magazine, paperback book, and other such small items) *per insured person*. The maximum benefit payable is \$1,000 *per insured person*.

SECTION 7 – LIMITATIONS OF COVERAGE

This is a second payor insurance. The total benefits *you* receive from all insurers may not exceed the actual expenses. The Insurer considers claims for amounts that are greater than what *you* are covered for under any other insurances, including, but not limited to the following:

- a) third-party liability;
- b) group or individual, basic, or extended health insurance plans or contracts;
- c) private, provincial, or territorial auto insurance plans that cover hospital, medical, or therapeutic expenses; and
- d) any other third-party liability insurance.

The Insurer will coordinate benefit payments with all insurers who provide *you* benefits similar to the ones provided in this insurance, to a maximum of the highest amount specified by any insurer.

Exception: If *your* current or former employer provides an extended health insurance plan with a lifetime maximum of \$50,000 or less, the Insurer will not coordinate payment.

SECTION 8 – WHAT IS NOT COVERED?

No benefits are payable for any loss caused by or resulting from:

- a) *your* commission or attempted commission of a criminal offence or illegal act;
- b) an *act of war*.

SECTION 9 – HOW TO FILE A CLAIM

Immediately after learning of a loss or an occurrence which may lead to a loss under Flight Delay Insurance, *you* must contact the Administrator by calling **1-877-251-0941** from Canada and the United States or **519-251-0941** locally or collect from other countries to obtain a claim form. To file a claim online, please visit www.manulife.ca/scotia.

You must submit a completed claim form and provide documentation to substantiate *your* claim, including the following:

- a) plane ticket(s) or sales receipt for the plane tickets (and proof of *your* scheduled departure time);
- b) *credit card* monthly *account* statement and any other documentation necessary to confirm that the full cost of *your* flight was charged to the *account* and/or paid with Scotiabank Scene+ points;
- c) a written statement from the airline confirming and detailing the delay;

- d) itemized original receipts for the reasonable and necessary expenses incurred for hotel accommodations, restaurant meals, refreshments, entertainment expenses, and sundry items;
- e) name, address, and policy numbers for all other insurance *you* and/or the *insured person* may have; and
- f) any other information reasonably required by the Administrator to determine coverage eligibility.

Once contacted, the Administrator will provide *you* with instructions on how to submit written notice of claim. Written notice of claim must be given to the Administrator as soon as reasonably possible after a flight delay occurs, but in no event later than 90 days from the date on which the flight delay occurred. Written notice given by or on behalf of the claimant or the beneficiary, with information sufficient to identify the *cardmember*, will be deemed notice of claim.

RENTAL CAR COLLISION/LOSS DAMAGE CERTIFICATE OF INSURANCE

SECTION 1 – ABOUT THIS CERTIFICATE

This Certificate of Insurance contains information about *your* Rental Car Collision/Loss Damage Insurance, what is excluded, and what is limited, meaning benefits payable but with limits. Please take time to read through this Certificate of Insurance before *you* travel. **Words in italics have a specific meaning which can be found in SECTION 5 – DEFINITIONS of this Certificate of Insurance.**

Rental Car Collision/Loss Damage Insurance (CLD) provides *you* coverage for theft, loss, or damage to a rental vehicle with an original Manufacturer's Suggested Retail Price (MSRP) of up to \$85,000 Canadian in its model year. Rental Car Collision/Loss Damage Insurance under Group Policy **No. BNS749** (Policy) is underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of Manulife (Insurer). The Insurer has issued the Policy to The Bank of Nova Scotia (the Policyholder, hereinafter referred to as Scotiabank). Claim payment and administrative services are provided by the Administrator. Manulife has appointed Active Claims Management (2018) Inc., operating as "Active Care Management", "ACM", "Global Excel Management" and/or "Global Excel" as the Administrator of all assistance and claims services under this Policy.

If any conflict arises, the Policy will govern, subject to any applicable law. *You*, or the person making a claim under this Policy, may request a copy of the Policy from the Insurer, subject to certain access limitations permitted by applicable law.

The Bank of Nova Scotia and the Insurer may cancel, change, or modify the insurance coverage provided by this Certificate of Insurance at any time.

In no event will a corporation, partnership, or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

SECTION 2 – FOR IMMEDIATE ASSISTANCE

You must contact the Administrator if *your* rental vehicle has sustained damage or loss of any kind or is stolen during *your* rental period by calling **1-877-251-0941** toll free from Canada and the United States or **519-251-0941** collect from anywhere else in the world. They are available 24 hours a day, 7 days a week.

See SECTION 10 – HOW TO FILE A CLAIM and the Assistance Services section for more information.

SECTION 3 – IMPORTANT NOTICE

PLEASE READ CAREFULLY

- It is important that *you* read this Certificate of Insurance and understand *your* coverage as *your* coverage is subject to certain limitations or exclusions.
- Coverage is only available if *you* are a resident of Canada.
- Check with *your* personal insurer and the rental agency to ensure that *you* and all other drivers have adequate personal property, personal *injury*, and third-party liability coverages. Rental Car Collision/Loss Damage (CLD) Insurance only protects against loss, damage, or theft to the covered rental vehicle.
- No coverage is available for rental vehicles that are over the original Manufacturer's Suggested Retail Price (MSRP) of \$85,000 Canadian in its model year.
- The rental period of *your* non-renewable rental contract must not exceed 48 days. If the rental period exceeds 48 days, no coverage will be provided, even for the first 48 days of the rental period.
- Some rental agencies may resist *your* declining their collision damage waiver (CDW) or loss damage waiver (LDW) coverage. They may try to encourage *you* to take their coverage. If *you* refuse, they may insist *you* provide a deposit. Before booking a rental car, confirm that the rental agency will accept *your credit card* CLD Insurance without requiring a deposit. If they won't, find one that will, and try to get written confirmation. If booking *your trip* through a travel agency, let them know *you* want to take advantage of CLD Insurance and have them confirm the rental agency's willingness to accept it. *You* will not be compensated for any payment *you* may have to make to obtain the rental agency's CDW/LDW.
- Check the rental car carefully for scratches, dents, and windshield chips. Photograph and point out any damage to the agency representative **before** *you* take possession of the rental car. Have them note the damage on the rental agreement (and *you* retain a copy) or ask for another vehicle.
- **This Certificate of Insurance contains clauses which may limit the amounts payable.**

ELIGIBILITY FOR COVERAGE

- *You* are eligible for CLD coverage when *you* rent eligible private passenger vehicles that are not over the original Manufacturers Suggested Retail Price (MSRP) of \$85,000 Canadian, excluding all taxes for a period not to exceed 48 consecutive days, provided that:
 - a) *you* decline the rental agency's CDW/LDW, or similar provision. If *you* do not decline the rental agency's CDW or LDW, this Certificate of Insurance is secondary coverage and will only cover the deductible amount in the event of a claim; and

- b) *you* rent the car in *your* name and the full cost of the car rental is charged to the *account* and/or paid with Scotiabank Scene+ points and is in *good standing* at the time of loss.

SECTION 4 – ADDITIONAL INFORMATION YOU NEED TO KNOW ABOUT RENTAL CAR COLLISION/LOSS DAMAGE INSURANCE

Coverage is limited to one rental vehicle at a time, i.e. if during the same period there is more than one vehicle rental charged to the *account*, only the first rental will be eligible for these benefits.

The rental period of *your* non-renewable rental contract must not exceed 48 days. If the rental period exceeds 48 days, no coverage will be provided, even for the first 48 days of the rental period. Coverage may not be extended for more than 48 days by renewing or taking out a new rental agreement with the same or another rental agency for the same vehicle or another vehicle.

In some jurisdictions, the law requires the rental agencies to provide CDW or LDW in the price of the car rental. In these locations, this CLD insurance will provide coverage of any deductible that may apply, provided all the procedures outlined in this Certificate of Insurance have been followed and *you* have waived the rental agency's deductible waiver. No CDW or LDW premiums charged by rental agencies will be reimbursed under the Policy.

Pick-up trucks are one of the vehicles not covered under CLD insurance. Be aware that a rental agency may switch *your* rental vehicle for another rental vehicle such as a pick-up truck or other excluded vehicles if cars or SUVs are out of stock when *you* arrive at the rental agency, and, therefore, the Insurer recommends *you* purchase the rental agency's CDW coverage.

Notes:

- Rental vehicles which are part of pre-paid travel packages are eligible for CLD insurance if the total package was charged to the *account* and all other eligibility requirements are met.
- Rental vehicles which are part of a *car sharing* program are eligible for CLD insurance if the full cost of each rental of a vehicle (per use and kilometre/mileage charges) was charged to the *account* and all other eligibility requirements are met. Some *car sharing* plans will include CDW/LDW in their membership fee. "Free rentals" are also eligible for CLD insurance when received as the result of a promotion where *you* have had to make previous vehicle rentals, and each such previous rental satisfied the eligibility conditions set out in paragraphs a) and b).
- *You* are covered if *you* receive a "free rental" day or days as a result of an airline point program (or other similar program) for the number of days of free rental. If the free rental day(s) are combined with rental days for which *you* pay the negotiated rate, *you* must satisfy the eligibility conditions set out in paragraph a).

SECTION 5 – DEFINITIONS

Throughout this Certificate of Insurance, **italicized terms** have the specific meaning described below.

account means the *cardmember's credit card account*, which must be in *good standing* with Scotiabank.

act of terrorism means any activity that involves a threat to use or the actual use of violence or any dangerous or threatening act, or the use of force. Such act is directed against the general public, governments, organizations, properties or infrastructures, or electronic systems. The intention of such activity is to:

- a) instill fear in the general public;
- b) disrupt the economy;
- c) intimidate, coerce, or overthrow a government (whether that government is legal or illegal); and/or
- d) promote political, ideological, religious, or economic objectives.

act of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

cardmember means the *primary cardmember* and any supplemental *cardmember*, who is a natural person resident in Canada, to whom a *credit card* is issued and whose name is embossed on the card.

car sharing means a car rental club that provides its members with 24-hour access to its own fleet of cars parked in a convenient location and does not include online marketplace services which facilitate the rental of privately-owned cars, or other similar online services.

credit card means the Scotiabank Passport Visa Infinite Privilege card.

dollars and **\$** means Canadian (CAD) *dollars*.

good standing means, with respect to an *account*, that the *primary cardmember* has not advised Scotiabank to close it or Scotiabank has not suspended or revoked credit privileges or otherwise closed the *account*.

insured person(s) means a *cardmember* and/or any other person who holds a valid driver's license and has the *cardmember's* express permission to operate the rental vehicle. This includes drivers not listed on *your* rental contract, provided they would otherwise qualify under the rental contract. **The insured person(s) may be referred to as "you" or "your"**.

loss of use means the amount charged by a car rental agency to compensate it when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

primary cardmember means the person in whose name the *card account* is established, who is a natural person resident in Canada, to whom a *credit card* is issued by Scotiabank.

SECTION 6 – WHEN DOES COVERAGE BEGIN AND END?

Coverage begins on the date when *you* legally assume control of the rental vehicle as indicated on *your* rental contract.

Coverage ends on the earliest of:

- a) the date and time the rental agency reassumes control of the rental vehicle;
- b) the date the *account* ceases to be in *good standing*;
- c) the date *you* cease to be eligible for coverage;
- d) 48 days after the rental contract started; and
- e) the date the Policy is cancelled by Scotiabank or the Insurer.

No benefits will be paid for losses incurred after coverage has ended.

SECTION 7 – WHAT ARE THE RENTAL CAR COLLISION/LOSS DAMAGE INSURANCE BENEFITS?

CLD insurance is primary insurance which pays the amount for which *you* are liable to the rental agency up to the actual cash value of the damaged or stolen vehicle as well as any valid and documented *loss of use*, reasonable and necessary towing charges, and administration charges resulting from damage or theft occurring while the rental vehicle is rented in *your* name. This includes damage resulting from malicious vandalism and theft. Benefits are limited to one vehicle rental during any one period.

This coverage is available on a 24-hour basis anywhere in the world, except where prohibited by law or where the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed.

SECTION 8 – LIMITATIONS OF COVERAGE

Types of rental vehicles covered

The types of rental vehicles covered include cars, sports utility vehicles and minivans (as defined below).

Minivans are covered provided they:

- a) are for private passenger use with seating for no more than 8 occupants including the driver; and
- b) are not to be used for hire by others.

Types of rental vehicles NOT covered

Vehicles which belong to the following categories are NOT covered:

- a) vans, other than minivans as described above;
- b) trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
- c) off-road vehicles;
- d) motorcycles, mopeds or motorbikes;
- e) campers, trailers or recreational vehicles;
- f) vehicles not licensed for road use;
- g) mini-buses or buses;

- h) antique cars (cars which are over 20 years old or have not been manufactured for 10 years or more);
- i) any vehicle which is either wholly or in part hand-made, or has a limited production of under 2,500 vehicles per year;
- j) any vehicle with the original Manufacturer's Suggested Retail Price (MSRP), excluding all taxes, over \$85,000 Canadian;
- k) tax-free cars (a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback); and
- l) vehicles towing or propelling trailers or any other object.

This is a second payor insurance. The total benefits *you* receive from all insurers may not exceed the actual expenses. The Insurer considers claims for amounts that are greater than what *you* are covered for under any other insurances, including, but not limited to the following:

- a) third-party liability;
- b) group or individual, basic, or extended health insurance plans or contracts;
- c) private, provincial, or territorial auto insurance plans that cover hospital, medical, or therapeutic expenses; and
- d) any other third-party liability insurance.

The Insurer will coordinate benefit payments with all insurers who provide *you* benefits similar to the ones provided in this insurance, to a maximum of the highest amount specified by any insurer.

Exception: If *your* current or former employer provides an extended health insurance plan with a lifetime maximum of \$50,000 or less, the Insurer will not coordinate payment.

SECTION 9 – WHAT IS NOT COVERED?

CLD insurance does NOT include coverage for:

- a) a replacement vehicle for which *your* personal automobile insurance or the repair shop is covering all or part of the cost of the rental;
- b) loss or theft of personal belongings in the vehicle;
- c) third party liability (injury to anyone or anything inside or outside the vehicle);
- d) expenses assumed, paid or payable by the rental agency or its insurers;
- e) expenses due to diminished value (the difference of fair market value before an accident or repair) of the rental vehicle; or
- f) damage/loss arising directly or indirectly from:
 - (i) operation of the vehicle by any driver other than an *insured person*;
 - (ii) operation of the vehicle on other than regularly maintained roads;

- (iii) symptoms of withdrawal, arising from, or in any way related to, *your* chronic use of alcohol, drugs or other intoxicants while driving the rental vehicle;
- (iv) the abuse of alcohol, drugs, or other intoxicants arising while driving the rental vehicle;
- (v) any dishonest, fraudulent or criminal act committed by the *insured person* and/or any authorized driver;
- (vi) operation of the rental vehicle contrary to the terms of the rental agreement/contract;
- (vii) wear and tear, gradual deterioration, or mechanical breakdown of the vehicle;
- (viii) road damage to tires unless in conjunction with an insured cause;
- (ix) insects or vermin, inherent vice or damage;
- (x) an *act of war* or an *act of terrorism*;
- (xi) seizure or destruction under quarantine or customer regulations, confiscation by order of any government or public authority;
- (xii) transportation of contraband or illegal trade;
- (xiii) transportation of property or passengers for hire;
- (xiv) participating in a speed test or contest including street racing while driving the rental vehicle; or
- (xv) nuclear reaction, radiation, or radioactive contamination.

- g) statement of repairs;
- h) photographs;
- i) name, address, and policy numbers for all other insurance *you* and/or the *insured person* may have; and
- j) any other information reasonably requested by the Administrator.

Once contacted, the Administrator will provide *you* with instructions on how to submit written notice of claim. Written notice of claim, including proof of loss, must be given to the Administrator as soon as reasonably possible after a claim occurs, but in all events within 90 days from the date on which the loss occurred.

SECTION 10 – HOW TO FILE A CLAIM

If the vehicle sustains damage of any kind or is stolen, **IMMEDIATELY** phone the Administrator by calling **1-877-251-0941** from Canada and the United States or **519-251-0941** locally or collect from other countries. *You* will then be sent a claim form. To file the claim online, please visit www.manulife.ca/scotia.

Advise the rental agent that *you* have reported the claim and provide the Administrator's phone number. **Do not sign a blank sales draft to cover the damage and loss of use charges.**

You must submit a completed claim form and provide documentation to substantiate *your* claim, including the following (if applicable):

- a) copies of *your* booking confirmation;
- b) police report;
- c) loss/damage report for the rental agency;
- d) rental agreement;
- e) visual inspection report;
- f) *credit card* monthly *account* statement and any other documentation necessary to confirm that the full cost of *your* rental car was charged to the *account* and/or paid with Scotiabank Scene+ points;

LOST BAGGAGE AND DELAYED BAGGAGE CERTIFICATE OF INSURANCE

SECTION 1 – ABOUT THIS CERTIFICATE

This Certificate of Insurance contains information about *your* Lost Baggage and Delayed Baggage Insurance, what is excluded, and what is limited, meaning benefits payable but with limits. Please take time to read through this Certificate of Insurance before *you* travel. **Words in *italics* have a specific meaning which can be found in SECTION 5 – DEFINITIONS of this Certificate of Insurance.**

Lost Baggage and Delayed Baggage Insurance provides *you* worldwide coverage, up to:

- \$1,000 per *insured person* for *delayed baggage*; and
- \$2,500 per *insured person*, with a combined maximum of \$5,000 per occurrence for all *insured persons* for lost, stolen, or damaged baggage.

Lost Baggage and Delayed Baggage Insurance under Group Policy **No. BNS749** (Policy) is underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of Manulife (Insurer). The Insurer has issued the Policy to The Bank of Nova Scotia (the Policyholder, hereinafter referred to as Scotiabank). Claim payment and administrative services are provided by the Administrator. Manulife has appointed Active Claims Management (2018) Inc., operating as “Active Care Management”, “ACM”, “Global Excel Management” and/or “Global Excel” as the Administrator of all assistance and claims services under this Policy.

If any conflict arises, the Policy will govern, subject to any applicable law. *You*, or the person making a claim under this Policy, may request a copy of the Policy from the Insurer, subject to certain access limitations permitted by applicable law.

The Bank of Nova Scotia and the Insurer may cancel, change, or modify the insurance coverage provided by this Certificate of Insurance at any time.

In no event will a corporation, partnership, or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

SECTION 2 – FOR IMMEDIATE ASSISTANCE

You must contact the Administrator if *your* baggage is lost, damaged, or delayed by calling **1-877-251-0941** toll free from Canada and the United States or **519-251-0941** collect from anywhere else in the world. They are available 24 hours a day, 7 days a week.

See SECTION 10 – HOW TO FILE A CLAIM and the Assistance Services section for more information.

SECTION 3 – IMPORTANT NOTICE

PLEASE READ CAREFULLY

- It is important that *you* read this Certificate of Insurance and understand *your* coverage as *your* coverage is subject to certain limitations or exclusions.
- Coverage is only available if *you* are a resident of Canada.
- **This Certificate of Insurance contains clauses which may limit the amounts payable.**
- **This Certificate of Insurance contains a provision removing or restricting *your* right to designate persons to whom or for whose benefit insurance money is to be payable.**

ELIGIBILITY FOR COVERAGE

- *You* are eligible for Lost Baggage and Delayed Baggage Insurance coverage when the full cost of *your ticket* is charged to the *account* and/or paid with Scotiabank Scene+ points, provided the *account* is in *good standing* at the time of loss. *Insured persons* do not have to travel together to be eligible for this coverage.

SECTION 4 – ADDITIONAL INFORMATION YOU NEED TO KNOW ABOUT LOST BAGGAGE AND DELAYED BAGGAGE INSURANCE

- **You will not be reimbursed if the cost of *your ticket* is paid using other payment sources, such as Scotiabank Scene+ points, cash, credits, or vouchers.**

SECTION 5 – DEFINITIONS

Throughout this Certificate of Insurance, ***italicized* terms have the specific meaning described below.**

account means the *cardmember's credit card account*, which must be in *good standing* with Scotiabank.

act of terrorism means any activity that involves a threat to use or the actual use of violence or any dangerous or threatening act, or the use of force. Such act is directed against the general public, governments, organizations, properties or infrastructures, or electronic systems. The intention of such activity is to:

- a) instill fear in the general public;
- b) disrupt the economy;
- c) intimidate, coerce, or overthrow a government (whether that government is legal or illegal); and/or
- d) promote political, ideological, religious, or economic objectives.

act of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

cardmember means the *primary cardmember* and any supplemental *cardmember*, who is a natural person resident in Canada, to whom a *credit card* is issued and whose name is embossed on the card.

checked baggage means suitcases or other containers specifically designated for carrying personal belongings, for which a baggage tag has been issued to *you* by a *common carrier*.

common carrier means a bus, taxi, train, boat, plane or other commercial vehicle which is licensed, intended and used to transport paying passengers.

credit card means the Scotiabank Passport Visa Infinite Privilege card.

delayed baggage means an *insured person's checked baggage* which is delayed by the *common carrier* for more than 4 hours from *your* time of arrival at the *final destination*.

departure date means the date *you* leave for *your trip*.

departure point means the place *you* leave from on the first day of *your trip*.

dependent child(ren) means the *cardmember's* unmarried natural, adopted or step-children who are dependent on *you* for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full-time attendance at a recognized institution of higher learning in Canada.

This includes children 21 years of age or over who are permanently mentally or physically disabled and incapable of self-support.

dollars and \$ means Canadian (CAD) *dollars*.

essential items mean the minimum essential clothing and toiletries, the purchase of which is rendered absolutely necessary due to the delay of *your checked baggage*.

final destination means the away-from-home ticketed destination for any particular day of travel, as shown on *your ticket*.

good standing means, with respect to an *account*, that the *primary cardmember* has not advised Scotiabank to close it or Scotiabank has not suspended or revoked credit privileges or otherwise closed the *account*.

insured person(s) means the *cardmember, spouse, and/or* eligible *dependent children*. **The insured person(s) may be referred to as “you” or “your”.**

primary cardmember means the person in whose name the card *account* is established, who is a natural person resident in Canada, to whom a *credit card* is issued by Scotiabank.

return date means the date *you* return to *your departure point*.

spouse means the person who is legally married to the *cardmember* or the person who has been living with the *cardmember* for a continuous period of at least 1 year and is publicly represented as the *cardmember's spouse*.

ticket means evidence of fare paid for travel on a *common carrier*, which has been charged to the *account* and/or paid with Scotiabank Scene+ points.

trip means the period of time from *your departure date* up to including *your return date*, as indicated on *your* travel documents.

SECTION 6 – WHEN DOES COVERAGE BEGIN AND END?

Coverage under the Lost Baggage and Delayed Baggage Insurance begins 4 hours after the arrival of *your* flight at the *final destination*, and when *your checked baggage* has been lost or delayed.

Coverage under Lost Baggage, and Delayed Baggage Insurance ends on the earliest of:

- a) the date *your delayed baggage* is returned to *you*;
- b) the date that *you* return to *your departure point*;
- c) the date the *account* ceases to be in *good standing*;
- d) the date *you* cease to be eligible for coverage; and
- e) the date the Policy is cancelled by Scotiabank or the Insurer.

No benefits will be paid for losses incurred after coverage has ended.

SECTION 7 – WHAT ARE THE LOST BAGGAGE AND DELAYED BAGGAGE INSURANCE BENEFITS?

Lost Baggage Insurance Benefits

Lost Baggage Insurance coverage provides protection from theft, accidental damage, or loss of the *checked baggage* while checked in with a *common carrier*, provided that the full cost of *your* fare has been charged to the *account* and/or paid with Scotiabank Scene+ points.

The maximum benefit payable per *trip* for all *insured persons* on the same *trip* is \$2,500 per *insured person*, to a maximum of \$5,000 combined. Payment is based on the reasonable and necessary replacement cost of any lost or stolen article provided the article is actually replaced. Otherwise, payment is based on the actual cash value of the article at the time of loss.

Delayed Baggage Insurance Benefits

Delayed Baggage Insurance coverage reimburses *you* for the cost of replacing *essential items* when *checked baggage* is not delivered within 4 hours from *your* time of arrival at the *final destination*, provided the full cost of *your* fare has been charged to the *account* and/or paid with Scotiabank Scene+ points.

The *essential items* must be purchased before the *checked baggage* is returned to *you* and no later than 4 days after *your* time of arrival at the *final destination*. The maximum benefit payable is \$1,000 per *insured person*, per *trip*. Payment is based on the reasonable and necessary replacement cost of any *essential items* provided the *essential item* is actually replaced.

SECTION 8 – LIMITATIONS OF COVERAGE

This is a second payor insurance. The total benefits *you* receive from all insurers may not exceed the actual expenses. The Insurer considers claims for amounts that are greater than what *you* are covered for under any other insurances, including, but not limited to the following:

- a) third-party liability;
- b) group or individual, basic, or extended health insurance plans or contracts;
- c) private, provincial, or territorial auto insurance plans that cover hospital, medical, or therapeutic expenses; and
- d) any other third-party liability insurance.

The Insurer will coordinate benefit payments with all insurers who provide *you* benefits similar to the ones provided in this insurance, to a maximum of the highest amount specified by any insurer.

Exception: If *your* current or former employer provides an extended health insurance plan with a lifetime maximum of \$50,000 or less, the Insurer will not coordinate payment.

SECTION 9 – WHAT IS NOT COVERED?

The Certificate of Insurance does NOT provide coverage for losses resulting from an:

- a) *act of war*; or
- b) *act of terrorism*.

Lost Baggage Insurance Excluded Items

Lost Baggage Insurance does NOT cover: animals; any means of transportation or related items except bicycles; contact lenses; eyeglasses; hearing aids; artificial teeth; dental bridges; prosthetic limbs; money; securities; credit cards and any other negotiable instruments; tickets and documents; cameras; sporting equipment (except golf clubs and golf bags; skis, ski poles and ski boots; and racquets); business items; art objects (such as but not limited to hand-made items, limited editions, original, signature pieces or collectible plates); electronic equipment; baggage not checked; baggage held, seized, quarantined or destroyed by a customs or government agency; or where a reimbursement or a non-monetary (tickets, coupons, travel vouchers) settlement is made by the *common carrier*.

Delayed Baggage Insurance Excluded Items

Delayed Baggage Insurance coverage does NOT cover: losses occurring when *checked baggage* is delayed on an *insured person's* return home to their province or territory of residence in Canada; expenses incurred more than

4 days after the *insured person's* time of arrival at the *final destination*; expenses incurred after the *checked baggage* is returned to the *insured person*; losses caused by or resulting from any criminal act by the *insured person*; baggage not checked; baggage held, seized, quarantined or destroyed by a customs or government agency; money; securities; credit cards; negotiable instruments; tickets; or documents of any nature whatsoever.

SECTION 10 – HOW TO FILE A CLAIM

To initiate a claim, *you* must notify the Administrator as soon as reasonably possible, but no later than 90 days from the date of loss, by calling 1-877-251-0941 from Canada and the United States or 519-251-0941 locally or collect from other countries. To file a claim online, please visit www.manulife.ca/scotia.

You MUST maintain ORIGINAL copies of all documents required. Where a claim is due to fraud, malicious acts, burglary, robbery, theft or attempted theft, or is suspected to be so caused, *you* MUST give immediate notice to the police or other authorities having jurisdiction.

You must submit a completed claim form and provide documentation to substantiate *your* Lost Baggage Insurance claim, including the following:

- a) copies of the *ticket* and the baggage claim ticket;
- b) *credit card* monthly *account* statement and any other documentation necessary to confirm that the full cost of *your* fare was charged to the *account* and/or paid with Scotiabank Scene+ points;
- c) a written statement from the *common carrier* confirming:
 - the date, time, and details of the loss; and
 - payout documentation from the *common carrier* including a copy of the cheque, claim form, a list of items lost and their value;
- d) name, address, and policy numbers for all other insurance *you* and/or the *insured person* may have; and
- e) any other information reasonably required by the Administrator to determine coverage eligibility.

You must submit a completed claim form and provide documentation to substantiate *your* Delayed Baggage Insurance claim, including the following:

- a) *credit card* monthly *account* statement and any other documentation necessary to confirm that the full cost of *your* fare was charged to the *account* and/or paid with Scotiabank Scene+ points;
- b) itemized receipts for actual expenses incurred for *essential items*;
- c) a written statement from the *common carrier* confirming:
 - date and time of delay;
 - date and time that the *checked baggage* was returned to *you*;
 - reason or circumstances surrounding the delay;

- d) name, address, and policy numbers for all other insurance *you* and/or the *insured person* may have; and
- e) any other information reasonably required by the Administrator to determine coverage eligibility.

Once contacted, the Administrator will provide *you* with instructions on how to submit written notice of claim. The completed claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within 1 year from the date on which the loss occurred.

HOTEL BURGLARY CERTIFICATE OF INSURANCE

SECTION 1 – ABOUT THIS CERTIFICATE

This Certificate of Insurance contains information about *your* Hotel Burglary Insurance, what is excluded, and what is limited, meaning benefits payable but with limits. Please take time to read through this Certificate of Insurance before *you* travel. **Words in *italics* have a specific meaning which can be found in SECTION 5 – DEFINITIONS of this Certificate of Insurance.**

Hotel Burglary Insurance provides *you* worldwide coverage in the event of burglary of *your* hotel room, up to \$2,500 combined per occurrence for all *insured persons*.

Hotel Burglary Insurance under Group Policy No. **BNS749** (Policy) is underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of Manulife (Insurer). The Insurer has issued the Policy to The Bank of Nova Scotia (the Policyholder, hereinafter referred to as Scotiabank). Claim payment and administrative services are provided by the Administrator. Manulife has appointed Active Claims Management (2018) Inc., operating as “Active Care Management”, “ACM”, “Global Excel Management” and/or “Global Excel” as the Administrator of all assistance and claims services under this Policy.

If any conflict arises, the Policy will govern, subject to any applicable law. *You*, or the person making a claim under this Policy, may request a copy of the Policy from the Insurer, subject to certain access limitations permitted by applicable law.

The Bank of Nova Scotia and the Insurer may cancel, change, or modify the insurance coverage provided by this Certificate of Insurance at any time.

In no event will a corporation, partnership, or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

SECTION 2 – FOR IMMEDIATE ASSISTANCE

You must contact the Administrator if you have a *hotel burglary* by calling 1-877-251-0941 toll free from Canada and the United States or 519-251-0941 collect from anywhere else in the world. They are available 24 hours a day, 7 days a week.

See SECTION 10 – HOW TO FILE A CLAIM and the Assistance Services section for more information.

SECTION 3 – IMPORTANT NOTICE PLEASE READ CAREFULLY

- It is important that *you* read this Certificate of Insurance and understand *your* coverage as *your* coverage is subject to certain limitations or exclusions.
- Coverage is only available if *you* are a resident of Canada.
- **This Certificate of Insurance contains clauses which may limit the amounts payable.**
- **This Certificate of Insurance contains a provision removing or restricting *your* right to designate persons to whom or for whose benefit insurance money is to be payable.**

ELIGIBILITY FOR COVERAGE

- *You* are eligible for Hotel Burglary Insurance coverage when the full cost of the *hotel* is charged to the *account* and/or paid with Scotiabank Scene+ points, provided the *account* is in *good standing* at the time of loss. *Insured persons* do not have to travel together to be eligible for this coverage.

SECTION 4 – ADDITIONAL INFORMATION YOU NEED TO KNOW ABOUT HOTEL BURGLARY INSURANCE

- ***You will not be reimbursed if the cost of your hotel is paid using other payment sources, such as Scotiabank Scene+ points, cash, credits, or vouchers.***

SECTION 5 – DEFINITIONS

Throughout this Certificate of Insurance, *italicized terms* have the specific meaning described below.

account means the *cardmember's credit card account*, which must be in *good standing* with Scotiabank.

act of terrorism means any activity that involves a threat to use or the actual use of violence or any dangerous or threatening act, or the use of force. Such act is directed against the general public, governments, organizations, properties or infrastructures, or electronic systems. The intention of such activity is to:

- a) instill fear in the general public;
- b) disrupt the economy;
- c) intimidate, coerce, or overthrow a government (whether that government is legal or illegal); and/or
- d) promote political, ideological, religious, or economic objectives.

act of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

cardmember means the *primary cardmember* and any supplemental *cardmember*, who is a natural person resident in Canada, to whom a *credit card* is issued and whose name is embossed on the card.

check(ed) in means when *you* register at the *hotel*, whether in person or electronically, within 24 hours prior to room availability.

credit card means the Scotiabank Passport Visa Infinite Privilege card.

dependent child(ren) means the *cardmember's* unmarried natural, adopted or step-children who are dependent on *you* for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full-time attendance at a recognized institution of higher learning in Canada.

This includes children 21 years of age or over who are permanently mentally or physically disabled and incapable of self-support.

dollars and \$ means Canadian (CAD) *dollars*.

good standing means, with respect to an *account*, that the *primary cardmember* has not advised Scotiabank to close it or Scotiabank has not suspended or revoked credit privileges or otherwise closed the *account*.

hotel means an establishment that provides lodging for the general public, and may include meals, entertainment, and various personal services. *Hotel* includes a privately-owned residence offered for rental through an online marketplace service, or other similar online service.

insured person(s) means the *cardmember*, *spouse*, and/or eligible *dependent children*. **The insured person(s) may be referred to as “you” or “your”.**

primary cardmember means the person in whose name the card *account* is established, who is a natural person resident in Canada, to whom a *credit card* is issued by Scotiabank.

spouse means the person who is legally married to the *cardmember* or the person who has been living with the *cardmember* for a continuous period of at least 1 year and is publicly represented as the *cardmember's spouse*.

SECTION 6 – WHEN DOES COVERAGE BEGIN AND END?

Coverage under the Hotel Burglary Insurance begins when *you* have *checked in* and physically entered into *your hotel* room.

Coverage under Hotel Burglary Insurance ends on the earliest of:

- a) the date *you* check out of the *hotel*;
- b) the date the *account* ceases to be in *good standing*;
- c) the date *you* cease to be eligible for coverage; and
- d) the date the Policy is cancelled by Scotiabank or the Insurer.

No benefits will be paid for losses incurred after coverage has ended.

SECTION 7 – WHAT ARE THE HOTEL BURGLARY INSURANCE BENEFITS?

Hotel Burglary Insurance Benefits

Hotel Burglary Insurance provides worldwide coverage that protects *you* from theft of most items of personal property from the *hotel* for the period of time between *check in* and check out, provided the full cost of the *hotel* has been charged to the *account* and/or paid with Scotiabank Scene+ points.

The maximum benefit payable per occurrence for all *insured persons* is \$2,500, in excess of other insurance and/or payments made by the *hotel*. Payment is based on the reasonable and necessary replacement cost of any stolen article provided the article is actually replaced.

SECTION 8 – LIMITATIONS OF COVERAGE

This is a second payor insurance. The total benefits *you* receive from all insurers may not exceed the actual expenses. The Insurer considers claims for amounts that are greater than what *you* are covered for under any other insurances, including, but not limited to the following:

- a) third-party liability;
- b) group or individual, basic, or extended health insurance plans or contracts;
- c) private, provincial, or territorial auto insurance plans that cover hospital, medical, or therapeutic expenses; and
- d) any other third-party liability insurance.

The Insurer will coordinate benefit payments with all insurers who provide *you* benefits similar to the ones provided in this insurance, to a maximum of the highest amount specified by any insurer.

Exception: If *your* current or former employer provides an extended health insurance plan with a lifetime maximum of \$50,000 or less, the Insurer will not coordinate payment.

SECTION 9 – WHAT IS NOT COVERED?

The Certificate of Insurance does NOT provide coverage for losses resulting from an:

- a) *act of war*; or
- b) *act of terrorism*.

Hotel Burglary Excluded Items

Hotel Burglary Insurance does NOT cover: cash; travellers cheques; securities; credit cards or any other negotiable instruments; tickets; or documents.

SECTION 10 – HOW TO FILE A CLAIM

To initiate a claim, *you* must notify the Administrator as soon as reasonably possible, but no later than 90 days from the date of loss, by calling **1-877-251-0941** from Canada and the United States or **519-251-0941** locally or collect

from other countries. To file a claim online, please visit www.manulife.ca/scotia.

You **MUST** maintain **ORIGINAL** copies of all documents required. Where a claim is due to fraud, malicious acts, burglary, robbery, theft or attempted theft, or is suspected to be so caused, *you* **MUST** give immediate notice to the police or other authorities having jurisdiction.

You must submit a completed claim form and provide documentation to substantiate *your* claim, including the following:

- a) *credit card* monthly *account* statement and any other documentation necessary to confirm that the full cost of *your hotel* was charged to the *account* and/or paid with Scotiabank Scene+ points;
- b) a written statement from the *hotel* confirming:
 - the date, time, and details of the loss;
 - police report;
 - payout documentation from the *hotel* and/or other insurer, if applicable;
- c) name, address, and policy numbers for all other insurance *you* and/or the *insured person* may have; and
- d) any other information reasonably required by the Administrator to determine coverage eligibility, including any physical evidence of forced entry or burglary.

Once contacted, the Administrator will provide *you* with instructions on how to submit written notice of claim. The completed claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within 1 year from the date on which the loss occurred.

COMMON CARRIER TRAVEL ACCIDENT CERTIFICATE OF INSURANCE

SECTION 1 – ABOUT THIS CERTIFICATE

This Certificate of Insurance contains information about *your* Common Carrier Travel Accident Insurance, what is excluded, and what is limited, meaning benefits payable but with limits. Please take time to read through this Certificate of Insurance before *you* travel. **Words in italics have a specific meaning which can be found in SECTION 4 – DEFINITIONS of this Certificate of Insurance.**

Common Carrier Travel Accident Insurance provides *you* coverage for accidental death or life altering injuries while *occupying a common carrier* when coverage is in force, up to \$500,000 per *insured person*.

Common Carrier Travel Accident Insurance under Group Policy No. **BNS749** (Policy) is underwritten by The Manufacturers Life Insurance Company (Manulife), referred to as the Insurer. The Insurer has issued the Policy to The Bank of Nova Scotia (the Policyholder, hereinafter referred to as Scotiabank). Claim payment and administrative services are provided by the Administrator. Manulife has appointed Active Claims Management (2018) Inc., Operating as “Active Care Management”, “ACM”, “Global Excel Management” and/or “Global Excel” as the Administrator of all assistance and claims services under this Policy.

If any conflict arises, the Policy will govern, subject to any applicable law. *You*, or the person making a claim under this Policy, may request a copy of the Policy from the Insurer, subject to certain access limitations permitted by applicable law.

The Bank of Nova Scotia and the Insurer may cancel, change, or modify the insurance coverage provided by this Certificate of Insurance at any time.

In no event will a corporation, partnership, or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

SECTION 2 – FOR IMMEDIATE ASSISTANCE

You must contact the Administrator at the time of a common carrier travel accident by calling **1-877-251-0941** toll free from Canada and the United States or **519-251-0941** collect from anywhere else in the world. They are available 24 hours a day, 7 days a week.

See SECTION 8 – HOW TO FILE A CLAIM and the Assistance Services section for more information.

SECTION 3 – IMPORTANT NOTICE

PLEASE READ CAREFULLY

- It is important that *you* read this Certificate of Insurance and understand *your* coverage as *your* coverage is subject to certain limitations or exclusions.
- **This Certificate of Insurance contains clauses which may limit the amounts payable.**
- **This Certificate of Insurance contains a provision removing or restricting *your* right to designate persons to whom or for whose benefit insurance money is to be payable.**

ELIGIBILITY FOR COVERAGE

- Coverage is only available when *you* are a resident of Canada, and *you* are scheduled to travel outside *your* province or territory of residence in Canada.
- *You* are eligible for Common Carrier Travel Accident Insurance coverage when the full cost of the *ticket* is charged to the *account* and/or paid with Scotiabank Scene+ points, provided the *account* is in *good standing* at the time of *loss*. *Insured persons* do not have to travel together to be eligible for this coverage.

SECTION 4 – DEFINITIONS

Throughout this Certificate of Insurance, **italicized terms have the specific meaning described below.**

account means the *cardmember's credit card account*, which must be in *good standing* with Scotiabank.

act of terrorism means any activity that involves a threat to use or the actual use of violence or any dangerous or threatening act, or the use of force. Such act is directed against the general public, governments, organizations, properties or infrastructures, or electronic systems. The intention of such activity is to:

- a) instill fear in the general public;
- b) disrupt the economy;
- c) intimidate, coerce, or overthrow a government (whether that government is legal or illegal); and/or
- d) promote political, ideological, religious, or economic objectives.

act of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

cardmember means the *primary cardmember* and any supplemental *cardmember*, who is a natural person resident in Canada, to whom a *credit card* is issued and whose name is embossed on the card.

common carrier means a bus, taxi, train, boat, plane or other commercial vehicle which is licensed, intended and used to transport paying passengers.

credit card means the Scotiabank Passport Visa Infinite Privilege card.

departure date means the date *you* leave *your* province or territory of residence in Canada.

dependent child(ren) means the *cardmember's* unmarried natural, adopted or step-children who are dependent on *you* for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full-time attendance at a recognized institution of higher learning in Canada.

This includes children 21 years of age or over who are permanently mentally or physically disabled and incapable of self-support.

dollars and **\$** means Canadian (CAD) *dollars*.

good standing means, with respect to an *account*, that the *primary cardmember* has not advised Scotiabank to close it or Scotiabank has not suspended or revoked credit privileges or otherwise closed the *account*.

injury means sudden bodily harm caused by external and purely accidental means, independent of sickness or disease.

insured person(s) means the *cardmember*, *spouse*, and/or eligible *dependent children*. **The insured person(s) may be referred to as “you” or “your”.**

loss means:

- a) with respect to life, *injury* causing death;
- b) with respect to sight, speech or hearing, *injury* causing entire and irrecoverable *loss* of sight, speech, or hearing;
- c) with respect to a hand, *injury* causing actual severance of the entire four fingers of the same hand at or above the knuckle joints; and/or
- d) with respect to a foot, *injury* causing actual severance of a foot at or above the ankle joint.

minor mental or emotional disorder means:

- a) having anxiety or panic attacks; or
- b) being in an emotional state or in a stressful situation.

A *minor mental or emotional disorder* is one where *your treatment* includes only minor tranquilizers or minor anti-anxiety medication (anxiolytics) or no prescribed medication at all.

occupying means in or upon or boarding or disembarking from a *common carrier*.

physician means a person who is not *you*, *your spouse*, a blood relative, or person related to *you* by marriage, licensed in the jurisdiction where the services are provided, to prescribe and administer medical treatment.

primary cardmember means the person in whose name the card *account* is established, who is a natural person resident in Canada, to whom a *credit card* is issued by Scotiabank.

return date means the date *you* return to *your* province or territory of residence in Canada.

spouse means the person who is legally married to the *cardmember* or the person who has been living with the *cardmember* for a continuous period of at least 1 year and is publicly represented as the *cardmember's spouse*.

ticket means evidence of full fare paid for travel on a *common carrier*, which has been charged to the *account* and/or paid with Scotiabank Scene+ points.

total and permanent disability or **totally and permanently disabled** means *you* are continuously and totally disabled as the result of an accident causing an *injury*, and will, in the opinion of a *physician*, never able to be gainfully employed in an occupation for which *you* are qualified, or could be qualified, by reason of education, training, experience or skill.

trip means a period of time during which *you* are away from *your* province or territory of residence in Canada.

SECTION 5 – WHEN DOES COVERAGE BEGIN AND END?

Coverage under the Common Carrier Travel Accident Insurance begins on the *departure date*.

Coverage under the Common Carrier Travel Accident Insurance ends on the earliest of:

- a) the *return date*;
- b) the date the *account* ceases to be in *good standing*;
- c) the date *you* cease to be eligible for coverage; and
- d) the date the Policy is cancelled by Scotiabank or the Insurer.

No benefits will be paid for a *loss* incurred after coverage has ended.

SECTION 6 – WHAT ARE THE COMMON CARRIER TRAVEL ACCIDENT INSURANCE BENEFITS?

Benefits are payable when *you* sustain a *loss* while *occupying* a *common carrier*, including boarding or disembarking from the *common carrier*, while coverage is in force. Coverage is in force when *you* use a *common carrier* to:

- a) travel directly to the point-of-departure terminal for the *trip* shown on the *ticket*;
- b) make the *trip* as shown on the *ticket*; and
- c) travel directly from the point-of-arrival terminal for the *trip* shown on the *ticket* to the next destination.

Coverage is also in force while *you* are at a travel terminal immediately prior to or following the *trip* evidenced by the *ticket*.

Benefits are eligible according to the following breakdown:

Loss of:	Amount of Benefit
Life [†]	\$500,000
Total and permanent disability ^{††}	\$500,000
Both hands or both feet	\$500,000
One foot or one hand and the entire sight of one eye	\$500,000
Sight of both eyes	\$500,000
One hand and one foot	\$500,000
Speech and hearing	\$500,000
One hand or one foot	\$250,000
Sight of one eye	\$250,000
Speech	\$250,000
Hearing	\$250,000

[†]Loss of life benefits are paid to the *insured person's* estate.

All other benefits are payable to the *insured person*.

^{††} Benefits are payable when an *insured person* has been *totally and permanently disabled* for a period of 365 consecutive days.

The maximum benefit payable is \$1,000,000 for *loss* resulting from any one occurrence combined, *per insured person*.

In no event does possession of multiple Common Carrier Travel Accident Insurance Certificates of Insurance from any insurer, or one or more Scotiabank credit card account(s), providing Common Carrier Travel Accident Insurance entitle an *insured person* to benefits in excess of those stated herein for any one *loss* sustained.

Exposure and Disappearance

Unavoidable exposure to the elements will be covered as any other *loss*, provided such exposure is sustained as described in the benefits chart above.

If the body of the *insured person* has not been found within 1 year of the disappearance, stranding, sinking or wrecking of any *common carrier* in which the *insured person* was insured hereunder as an occupant, then it shall be

presumed, subject to all other terms of the policy, that the *insured person* has suffered *loss* of life covered under this Certificate of Insurance.

SECTION 7 – WHAT IS NOT COVERED?

No benefits are payable for any *loss* caused by or resulting from:

- a) *your* self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental health illness;
- b) *your minor mental or emotional disorder*;
- c) an official travel advisory issued by the Canadian government states, “Avoid non-essential travel” or “Avoid all travel” regarding the country, region, or city of the *insured person's* destination, before the *insured person's* departure date. This exclusion does not apply to claims for a *loss* unrelated to the travel advisory. To view the current travel advisories, visit the Government of Canada travel site;
- d) the commission or attempted commission of a criminal offence or illegal act by *you* or *your* beneficiary;
- e) illness or disease;
- f) any medical condition, including symptoms of withdrawal, arising from, or in any way related to, *your* chronic use of alcohol, drugs or other intoxicants whether prior to or during *your trip*;
- g) any medical condition arising during *your trip* from, or in any way related to, the abuse of alcohol, drugs or other intoxicants;
- h) bacterial infection except bacterial infection of an *injury*, or if death results from the accidental ingestion of a substance contaminated by bacteria;
- i) an *act of war* or an *act of terrorism*; and
- j) accident occurring while piloting an aircraft, learning to pilot an aircraft or acting as a member of the crew of any aircraft, except as provided in this Certificate of Insurance.

SECTION 8 – HOW TO FILE A CLAIM

In the event of a claim, notify the Administrator by calling **1-877-251-0941** from Canada and the United States or **519-251-0941** locally or collect from other countries.

If possible, notice should be given within 90 days of the occurrence of a *loss*.

Notice must include the name of the *insured person* who sustained the *loss*, the *account* number to which the cost of the *ticket* was charged, and the name and address of the person (acting on behalf of the *insured person* if necessary) to whom claim forms should be sent.

If a completed claim form and accompanying documents for providing proof of *loss* are not received within 15 days of giving notice of the claim, proof of *loss* may be provided by giving the Administrator a written statement of the nature and extent of the *loss*.

Once contacted, the Administrator will provide *you* with instructions on how to submit written notice of claim. Proof of *loss*, whether it be a completed claim form or written statement, must be given to the Administrator as soon as reasonably possible. The Insurer, at its expense, has the right to have *you* examined as often as reasonably necessary while a claim is pending. The Insurer may also have an autopsy performed unless prohibited by law.

PURCHASE SECURITY AND EXTENDED WARRANTY CERTIFICATE OF INSURANCE

SECTION 1 – ABOUT THIS CERTIFICATE

This Certificate of Insurance contains information about *your* Purchase Security and Extended Warranty coverage, what is excluded, and what is limited, meaning benefits payable but with limits. Please take time to read through this Certificate of Insurance. **Words in *italics* have a specific meaning which can be found in SECTION 5 – DEFINITIONS of this Certificate of Insurance.**

Purchase Security and Extended Warranty protection provides *you* coverage for certain items charged to the *account* if such items are lost, stolen, or damaged, up to:

- 180 days from the date of purchase for Purchase Security; and
- 2 additional years following the expiry of the original *manufacturer's warranty* for Extended Warranty.

Purchase Security and Extended Warranty coverage under Group Policy No. **BNS749** (Policy) is underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of Manulife (Insurer). The Insurer has issued the Policy to The Bank of Nova Scotia (the Policyholder, hereinafter referred to as Scotiabank). Claim payment and administrative services are provided by the Administrator. Manulife has appointed Active Claims Management (2018) Inc., operating as “Active Care Management”, “ACM”, “Global Excel Management” and/or “Global Excel” as the Administrator of all assistance and claims services under this Policy.

If any conflict arises, the Policy will govern, subject to any applicable law. *You*, or the person making a claim under this Policy, may request a copy of the Policy from the Insurer, subject to certain access limitations permitted by applicable law.

The Bank of Nova Scotia and the Insurer may cancel, change, or modify the insurance coverage provided by this Certificate of Insurance at any time.

In no event will a corporation, partnership, or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

SECTION 2 – FOR IMMEDIATE ASSISTANCE

You must contact the Administrator if *your* item is lost, stolen, or damaged by calling **1-877-251-0941** toll free from Canada and the United States or **519-251-0941** collect from anywhere else in the world. They are available 24 hours a day, 7 days a week.

See SECTION 10 – HOW TO FILE A CLAIM and the Assistance Services section for more information.

SECTION 3 – IMPORTANT NOTICE

PLEASE READ CAREFULLY

- It is important that *you* read this Certificate of Insurance and understand *your* coverage as *your* coverage is subject to certain limitations or exclusions.
- **This Certificate of Insurance contains clauses which may limit the amounts payable.**

ELIGIBILITY FOR COVERAGE

- *You* are eligible for Purchase Security and Extended Warranty coverage when *you* are a resident of Canada and the full cost of the *insured item* is charged to the *account* and/or paid with Scotiabank Scene+ points, provided the *account* is in *good standing* at the time of loss.

SECTION 4 – ADDITIONAL INFORMATION YOU NEED TO KNOW ABOUT PURCHASE SECURITY AND EXTENDED WARRANTY COVERAGE

- **You will not be reimbursed if the cost of the *insured item* is paid using other payment sources, such as Scotiabank Scene+ points, cash, credits, or vouchers.**

SECTION 5 – DEFINITIONS

Throughout this Certificate of Insurance, *italicized terms* have the specific meaning described below.

account means the *cardmember's credit card account*, which must be in *good standing* with Scotiabank.

act of terrorism means any activity that involves a threat to use or the actual use of violence or any dangerous or threatening act, or the use of force. Such act is directed against the general public, governments, organizations, properties or infrastructures, or electronic systems. The intention of such activity is to:

- a) instill fear in the general public;
- b) disrupt the economy;
- c) intimidate, coerce, or overthrow a government (whether that government is legal or illegal); and/or
- d) promote political, ideological, religious, or economic objectives.

act of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

cardmember means the *primary cardmember* and any supplemental *cardmember*, who is a natural person resident in Canada, to whom a *credit card* is issued and whose name is embossed on the card.

credit card means the Scotiabank Passport Visa Infinite Privilege card.

dollars and **\$** means Canadian (CAD) *dollars*.

good standing means, with respect to an *account*, that the *primary cardmember* has not advised Scotiabank to close it or Scotiabank has not suspended or revoked credit privileges or otherwise closed the *account*.

insured item(s) means a new item (a pair or set being one item) of personal property (not purchased by or for use by a business or for commercial purposes) for which the full *purchase price* is charged to the *account* and/or paid with Scotiabank Scene+ points.

insured person means the *cardmember*. **The insured person may be referred to as “you” or “your”.**

manufacturer's warranty means an express written warranty valid in Canada or the United States issued by the original manufacturer of the *insured item* at the time of purchase, excluding any extended warranty offered by the manufacturer or any third party.

mysterious disappearance means when the *insured item* in question cannot be located, and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable conclusion that a theft occurred.

other insurance means all other applicable valid insurance, indemnity, warranty, or protection available to *you* in respect of a loss subject to a claim under this Certificate of Insurance, including group and individual insurance, credit card coverage (whether group or individual), and any other reimbursement plans.

primary cardmember means the person in whose name the *card account* is established, who is a natural person resident in Canada, to whom a *credit card* is issued by Scotiabank.

purchase price means the actual cost paid with *your credit card* and/or paid with Scotiabank Scene+ points for the *insured item*, including any applicable taxes, as shown on the store receipt.

SECTION 6 – WHEN DOES COVERAGE BEGIN AND END?

Coverage under Purchase Security and Extended Warranty begins the date the eligible *insured item* is purchased.

Coverage under Purchase Security ends on the earliest of:

- a) 180 days after the date of purchase of an *insured item*;
- b) the date the *account* ceases to be in *good standing*;
- c) the date *you* cease to be eligible for coverage; and
- d) the date the Policy is cancelled by Scotiabank or the Insurer.

Coverage under Extended Warranty ends on the earliest of:

- a) the date 2 years after the *manufacturer's warranty* expires;
- b) the date the *account* ceases to be in *good standing*;
- c) the date *you* cease to be eligible for coverage; and
- d) the date the Policy is cancelled by Scotiabank or the Insurer.

Items purchased after coverage has ended are not covered under Purchase Security and Extended Warranty.

SECTION 7 – WHAT ARE THE PURCHASE SECURITY AND EXTENDED WARRANTY BENEFITS?

Purchase Security Benefits

Purchase Security coverage automatically, and without registration, protects most new *insured items* purchased anywhere in the world for 180 days from the date of purchase in the event of loss, theft, or damage in excess of *other insurance*, provided the full *purchase price* is charged to the *account* and/or paid with Scotiabank Scene+ points. If an *insured item* is lost, stolen or damaged, you will be reimbursed the lesser of the repair or replacement cost, not exceeding the original *purchase price* charged to the *account*, subject to the limitations and exclusions in SECTIONS 8 and 9.

Gifts

Insured items you give as gifts are covered under Purchase Security coverage. In the event of a claim, you, not the recipient of the gift, must make the claim for benefits.

Other Insurance

Where you have *other insurance*, the loss or damage MUST be reported to the *other insurance* carrier in addition to filing with the Administrator, and copies of the payout documents from the *other insurance* carrier must be provided to the Administrator. If the loss or damage is not covered under *other insurance*, a letter from the *other insurance* carrier so indicating may be required. Purchase Security coverage is provided strictly as excess coverage and does not apply as contributing insurance. Any reimbursement to you under Purchase Security coverage will apply only when an eligible claim exceeds coverage and payment limits under the *other insurance*, regardless of whether the *other insurance* contains provisions indicating that its coverage is non-contributory or excess. Purchase Security also provides coverage for the amount of the deductible under *other insurance*.

Extended Warranty Benefits

Extended Warranty coverage provides you with triple the period of repair services otherwise provided by the original *manufacturer's warranty*, to a maximum of 2 additional years, on most *insured items* purchased anywhere in the world when the full *purchase price* is charged to the *account*, and/or paid with Scotiabank Scene+ points. Refer to Registration section below. Extended Warranty benefits are limited to the lesser of the repair cost, or if unable to be repaired, the cost of replacement, and the original *purchase price* charged to the *account*, subject to the limitations and exclusions in SECTIONS 8 and 9.

Registration with the Insurer

Insured items with a *manufacturer's warranty* of 5 or more years are ONLY covered if registered with the Insurer within the first year of purchase. *Insured items* with a *manufacturer's warranty* of less than 5 years DO NOT require registration. To register item(s) with a *manufacturer's warranty* of more than 5 years, call **1-877-251-0941**. You will be required to send copies of the following items to the Administrator within 1 year after the *insured item* is purchased:

- a) a copy of the original store receipt;
- b) copy of *credit card* monthly *account* statement confirming the transaction charged;
- c) the serial number of the item; and
- d) a copy of the original *manufacturer's warranty*.

Gifts

Insured items you give as gifts are covered under Extended Warranty coverage. In the event of a claim, you, not the recipient of the gift, must make the claim for benefits.

Other Insurance

Where you have *other insurance*, the loss or damage MUST be reported to the *other insurance* carrier in addition to filing with the Administrator, and copies of the payout documents from the *other insurance* carrier must be provided to the Administrator. If the loss or damage is not covered under *other insurance*, a letter from the other insurance carrier so indicating may be required. Extended Warranty coverage is provided strictly as excess coverage and does not apply as contributing insurance. Any reimbursement to you under Extended Warranty coverage will apply only when an eligible claim exceeds coverage and payment limits under the *other insurance*, regardless of whether the *other insurance* contains provisions indicating that its coverage is non-contributory or excess. Extended Warranty protection also provides coverage for the amount of the deductible under *other insurance*.

SECTION 8 – LIMITATIONS OF COVERAGE

- a) Limits of Liability – The overall lifetime maximum for Purchase Security and Extended Warranty coverage is \$60,000 combined, from one or more Scotiabank credit card account(s).
- b) In the event that the *insured item* cannot be repaired or replaced, the Administrator, at its sole option, may reimburse you up to the *purchase price* of the *insured item*.
- c) Claims for items belonging to and purchased as a pair or set will be paid for at the full *purchase price* of the pair or set provided that the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of the pair or set are usable individually, liability will be limited to payment equal to the proportionate part of the *purchase price* that the number of damaged or stolen parts bears to the number of parts in the complete pair or set.

SECTION 9 – WHAT IS NOT COVERED?

Purchase Security does NOT cover the following items:

- a) travellers cheques;
- b) cash, tickets or any other negotiable instruments;
- c) bullion, rare or precious coins;

- d) art objects (such as but not limited to hand-made items, limited editions, original, signature pieces or collectible plates);
- e) pre-owned or used items, including antiques and demos;
- f) animals;
- g) living plants;
- h) perishables such as food and liquor;
- i) aircraft and parts and accessories thereof;
- j) automobiles, motorboats, motorcycles or any other motorized vehicles and parts and accessories thereof;
- k) items consumed in use such as cosmetics, fragrances, lotions, and other skin products;
- l) services; ancillary costs incurred in respect of an *insured item* and not forming part of the *purchase price*;
- m) parts and/or labour required as a result of mechanical breakdown;
- n) items purchased by and/or used for a business or commercial purpose and commercial gain;
- o) mail order or online order items until received and accepted by the *cardmember* in new and undamaged condition;
- p) jewellery transported/stored in baggage which is not under the personal supervision of the *cardmember* or *cardmember's* travelling companion.

Extended Warranty does NOT cover the following items:

- a) aircraft and parts and accessories thereof;
- b) automobiles, motorboats, motorcycles and any other motorized vehicles and parts and accessories thereof;
- c) previously used, pre-owned, or refurbished items;
- d) living plants;
- e) trim parts;
- f) services;
- g) items purchased by and/or used for a business or commercial purpose and commercial gain;
- h) dealer and assembler warranties; or
- i) any other obligation other than those specifically covered under the terms of the original *manufacturer's warranty*.

Purchase Security and Extended Warranty do NOT provide coverage for losses resulting from:

- a) misuse or abuse;
- b) fraud;
- c) normal daily use;
- d) inherent product defects (which means imperfections that impair the use of the product);

- e) *mysterious disappearance*;
- f) theft from a vehicle unless the vehicle is locked;
- g) flood, earthquake, or radioactive contamination;
- h) an *act of war* or an *act of terrorism*, confiscation by authorities, risks of contraband or illegal activity; or
- i) incidental and consequential damages, including bodily injury, property, punitive and exemplary damages, and legal fees.

SECTION 10 – HOW TO FILE A CLAIM

To initiate a claim, *you* must notify the Administrator as soon as reasonably possible and **PRIOR** to proceeding with any action or repairs, but no later than 90 days from the date of loss or damage, by calling **1-877-251-0941** from Canada and the United States or **519-251-0941** locally or collect from other countries. To file a claim online, please visit www.manulife.ca/scotia.

You MUST maintain **ORIGINAL** copies of all documents required. Where a claim is due to fraud, malicious acts, burglary, robbery, theft or attempted theft, or is suspected to be so caused, *you MUST* give immediate notice to the police or other authorities having jurisdiction. *You* may be required to send, at *your* expense and risk, the damaged *insured item* on which a claim is based, to an address designated by the Administrator.

You must submit a completed claim form and provide documentation to substantiate *your* Purchase Security claim, including the following:

- a) copies of the customer copy of the original merchant receipt;
- b) *credit card* monthly *account* statement;
- c) police report or, if a copy of the police report is not obtainable, *you* must provide the police department address and telephone number, incident report file number, and contact name on the file; and
- d) any other information reasonably required by the Administrator to determine coverage eligibility.

You must submit a completed claim form **PRIOR** to proceeding with any repairs and provide documentation to substantiate *your* Extended Warranty claim, including the following:

- a) copies of the customer copy of the original merchant receipt;
- b) *credit card* monthly *account* statement; and
- c) *manufacturer's warranty*.

Upon receipt of the completed documentation, if the claim is eligible for coverage, the Administrator will provide authorization to proceed with the necessary repairs and the particulars of the repair facility designated to complete the necessary repairs.

Once contacted, the Administrator will provide *you* with instructions on how to submit written notice of claim. The completed claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within 1 year from the date on which the loss occurred.

MOBILE DEVICE CERTIFICATE OF INSURANCE

SECTION 1 – ABOUT THIS CERTIFICATE

This Certificate of Insurance contains information about *your* Mobile Device Insurance, what is excluded, and what is limited, meaning benefits payable but with limits. Please take time to read through this Certificate of Insurance. **Words in italics have a specific meaning which can be found in SECTION 5 – DEFINITIONS of this Certificate of Insurance.**

Mobile Device Insurance provides *you* worldwide coverage for a *mobile device* that is lost, stolen, or accidentally damaged, up to \$1,000 per occurrence.

Mobile Device Insurance under Group Policy **No. BNS749** (Policy) is underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of Manulife (Insurer). The Insurer has issued the Policy to The Bank of Nova Scotia (the Policyholder, hereinafter referred to as Scotiabank). Claim payment and administrative services are provided by the Administrator. Manulife has appointed Active Claims Management (2018) Inc., operating as “Active Care Management”, “ACM”, “Global Excel Management” and/or “Global Excel” as the Administrator of all assistance and claims services under this Policy.

If any conflict arises, the Policy will govern, subject to any applicable law. *You*, or the person making a claim under this Policy, may request a copy of the Policy from the Insurer, subject to certain access limitations permitted by applicable law.

The Bank of Nova Scotia and the Insurer may cancel, change, or modify the insurance coverage provided by this Certificate of Insurance at any time.

In no event will a corporation, partnership, or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

SECTION 2 – FOR IMMEDIATE ASSISTANCE

You must contact the Administrator if *your mobile device* is lost, stolen, or accidentally damaged by calling **1-877-251-0941** toll free from Canada and the United States or **519-251-0941** collect from anywhere else in the world. They are available 24 hours a day, 7 days a week.

See SECTION 10 – HOW TO FILE A CLAIM and the Assistance Services section for more information.

SECTION 3 – IMPORTANT NOTICE

PLEASE READ CAREFULLY

- It is important that *you* read this Certificate of Insurance and understand *your* coverage as *your* coverage is subject to certain limitations or exclusions.
- Deductible and depreciation values are used to determine eligible benefit payments. See details in SECTION 7 – WHAT ARE THE *MOBILE DEVICE* BENEFITS?
- **This Certificate of Insurance contains clauses which may limit the amounts payable.**

ELIGIBILITY FOR COVERAGE

You are eligible for Mobile Device Insurance when *you* are a resident of Canada and purchase a new *mobile device* anywhere in the world, provided the *account* is in *good standing* at the time of loss, and *you*:

- charge the full *purchase price* to the *account*. If the *mobile device* is equipped with cellular data technology, *you* must also activate *your mobile device* with a Canadian *provider*; or
- charge any portion of the *purchase price* that is required to be paid up-front to the *account*, fund the balance of the *purchase price* through a *plan*, and charge all monthly wireless bill payments to the *account* for the duration of *your plan*; or
- fund the full *purchase price* through a *plan* and charge all the monthly wireless bill payments to the *account* for the duration of the *plan*.

SECTION 4 – ADDITIONAL INFORMATION YOU NEED TO KNOW ABOUT MOBILE DEVICE INSURANCE

- ***You will not be reimbursed if the purchase of the mobile device is made using other payment sources, such as Scotiabank Scene+ points, cash, credits, or vouchers.***

SECTION 5 – DEFINITIONS

Throughout this Certificate of Insurance, *italicized terms* have the specific meaning described below.

accidental damage means damage caused by an unexpected and unintentional external event, such as drops, cracks, and spills that occur during normal daily usage of a *mobile device* as the manufacturer intended.

account means the *cardmember's credit card account*, which must be in *good standing* with Scotiabank.

act of terrorism means any activity that involves a threat to use or the actual use of violence or any dangerous or threatening act, or the use of force. Such act is directed against the general public, governments, organizations, properties or infrastructures, or electronic systems. The intention of such activity is to:

- a) instill fear in the general public;

- b) disrupt the economy;
- c) intimidate, coerce, or overthrow a government (whether that government is legal or illegal); and/or
- d) promote political, ideological, religious, or economic objectives.

act of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

cardmember means the *primary cardmember* and any supplemental *cardmember*, who is a natural person resident in Canada, to whom a *credit card* is issued and whose name is embossed on the card.

credit card means the Scotiabank Passport Visa Infinite Privilege card.

dollars and ***\$*** means Canadian (CAD) *dollars*.

good standing means, with respect to an *account*, that the *primary cardmember* has not advised Scotiabank to close it or Scotiabank has not suspended or revoked credit privileges or otherwise closed the *account*.

insured person means the *cardmember*. **The insured person may be referred to as “you” or “your”.**

manufacturer's warranty means an express written warranty valid in Canada or the United States issued by the original manufacturer of the *mobile device* at the time of purchase, excluding any extended warranty offered by the manufacturer or any third party.

mobile device means a new cellular phone, smartphone or tablet (portable single-panel touchscreen computer), which has internet-based and/or wireless communication capabilities, and which has not been purchased by a business and/or used for business or for commercial purposes.

mysterious disappearance means when the *mobile device* in question cannot be located, and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable conclusion that a theft occurred.

other insurance means all other applicable valid insurance, indemnity, warranty, or protection available to *you* in respect of a loss subject to a claim under this Certificate of Insurance, including group and individual insurance, credit card coverage (whether group or individual), and any other reimbursement plans.

plan means a fixed-term contract offered by a wireless service *provider* paid by the *account*.

primary cardmember means the person in whose name the card *account* is established, who is a natural person resident in Canada, to whom a *credit card* is issued by Scotiabank.

provider means a Canadian wireless service *provider*.

purchase price means the actual cost of the *mobile device*, including any applicable taxes, as shown on the store receipt.

SECTION 6 – WHEN DOES COVERAGE BEGIN AND END?

Mobile Device Insurance coverage takes effect on the later of:

- the date *your mobile device* is charged to the *account* in full; or
- the date the first monthly wireless bill payment is charged to the *account*.

Mobile Device Insurance coverage ends on the earliest of:

- 2 years from the date of purchase;
- the date ONE monthly wireless bill payment was not charged to the *account*, if *you* are funding the cost of *your mobile device* through a *plan*;
- the date the *account* ceases to be in *good standing*;
- the date *you* cease to be eligible for coverage; and
- the date the Policy is cancelled by Scotiabank or the Insurer.

SECTION 7 – WHAT ARE THE MOBILE DEVICE INSURANCE BENEFITS?

If a *mobile device* is lost, stolen, or suffers a mechanical breakdown or *accidental damage* anywhere in the world, the Insurer will reimburse *you* the lesser of its repair or replacement cost, not exceeding the depreciated value[†] of *your mobile device* at date of loss, less the deductible^{††}, to a maximum of \$1,000, subject to the limitations and exclusions below.

[†] The depreciated value of *your mobile device* at date of loss is calculated by deducting from the *purchase price* of *your mobile device* the depreciation rate of 2% for each completed month from the date of purchase.

^{††} The amount of the deductible is based on the *purchase price* of *your mobile device* less any applicable taxes, as determined from the following table:

Purchase Price (Less Taxes)	Applicable Deductible
\$0 – \$200	\$25
\$200.01 – \$400	\$50
\$400.01 – \$600	\$75
\$600.01 or more	\$100

For example: If *you* purchase a new *mobile device* for a purchase price of \$800 (\$700 + \$100 in applicable taxes) on May 1, and file a claim on January 21 of the following year, the maximum reimbursement will be calculated as follows:

- Calculation of the depreciated value of *your mobile device*:

Purchase Price	\$800
Less depreciation cost (2% X 8 months X \$800)	- \$128
Depreciated value	\$672

- Calculation of the maximum reimbursement:

Depreciated value	\$672
Less deductible	- \$100
Maximum reimbursement	\$572

In the event *you* file a valid repair claim and the total cost of repair is \$500, including applicable taxes, upon approval of *your* claim, the maximum reimbursement available to *you* will be \$500.

In the event *your mobile device* is lost or stolen and, upon approval of *your* claim, *you* purchase a replacement *mobile device* for a price of \$800 including applicable taxes, the maximum reimbursement available to *you* will be \$572.

A replacement *mobile device* must be of the same make and model as the original *mobile device*, or in the event the same make and model is not available, of like kind and quality with comparable features and functionality as the original *mobile device*.

All claims are subject to the terms, conditions, limitations and exclusions set out in this Certificate of Insurance.

Gifts

A *mobile device* given as a gift is covered under Mobile Device Insurance provided all eligibility requirements are met. In the event of a claim, *you*, not the recipient of the gift, must make the claim for benefits.

Other Insurance

Mobile Device Insurance benefits are in excess of all other applicable valid insurance, indemnity, warranty or protection available to *you* in respect of the item(s) subject to the claim.

The Insurer will be liable only for the amount of loss or damage over the amount covered under such *other insurance*, indemnity, warranty or protection and for the amount of any applicable deductible.

The Insurer will coordinate benefit payments with all insurers who provide *you* benefits similar to the ones provided in this insurance, to a maximum of the highest amount specified by any insurer.

SECTION 8 – LIMITATIONS OF COVERAGE

This coverage complements but does not replace the *manufacturer's warranty* or warranty obligations. This coverage does, however, provide certain additional benefits for which the manufacturer may not provide coverage. Parts and services covered by the *manufacturer's warranty* and warranty obligations are the responsibility of the manufacturer only.

If *you* have one or more Scotiabank credit card account(s) providing Mobile Device Insurance, the maximum number of claims under all *your* accounts is limited to one claim in any 12 consecutive month period and 2 claims in any 48 consecutive month period.

SECTION 9 – WHAT IS NOT COVERED?

Mobile Device Insurance does not cover:

- a) accessories, whether included with *your mobile device* in the original manufacturer's package or purchased separately;
- b) batteries;
- c) a *mobile device* purchased for resale, professional, or commercial use;
- d) a previously used, previously owned or refurbished *mobile device*;
- e) a *mobile device* that has been modified from its original state;
- f) a *mobile device* being shipped, until received and accepted by *you* in new and undamaged condition; and
- g) a *mobile device* stolen from baggage unless such baggage is hand-carried under *your* personal supervision or the personal supervision of *your* travelling companion with *your* knowledge.

No benefits are payable for losses or damage resulting directly or indirectly from:

- a) fraud;
- b) misuse or lack of care;
- c) improper installation;
- d) inherent product defects (which means imperfections that impair the use of the product);
- e) hostilities of any kind (including an *act of war* or an *act of terrorism*), confiscation by authorities, risks of contraband, illegal activities by *you*;
- f) flood, earthquake, radioactive contamination;
- g) *mysterious disappearance*;
- h) power surges, artificially generated electrical currents or electrical irregularities;
- i) cosmetic damage that does not affect functionality;

- j) software, cellular/wireless service *provider* or network issues;
- k) theft or intentional criminal acts by the *cardmember* or household members; and
- l) incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages, and legal fees.

SECTION 10 – HOW TO FILE A CLAIM

PRIOR to proceeding with any action or repair services or replacement of the *mobile device*, you must obtain the Insurer's approval in order to ensure eligibility for payment of *your* claim.

Immediately after learning of a loss or an occurrence which may lead to a loss covered under Mobile Device Insurance, from the date of loss, *you* must contact the Administrator by calling **1-877-251-0941** to obtain a claim form. To file a claim online, please visit www.manulife.ca/scotia.

In the event of loss or theft, *you* must notify *your provider* to suspend *your* wireless services within 48 hours of the date of loss. In addition, in the event of theft, *you* must also notify the police within 7 days of the date of loss.

You must submit a completed claim form containing the time, place, cause and amount of loss, and provide documentation to substantiate *your* claim including:

- a) the original sales receipt detailing the cost, date and description of purchase;
- b) the date and time *you* notified *your provider* of loss or theft;
- c) a copy of the original *manufacturer's warranty* (for mechanical failure claims);
- d) a copy of the written repair estimate (for mechanical failure and *accidental damage* claims);
- e) if *you* charged the full *purchase price* to the *account*, the *account* statement showing the charge;
- f) if *your mobile device* was funded through a *plan*, proof of uninterrupted monthly wireless bill payments charged to the *account* for up to 12 months immediately preceding the date of loss;
- g) a police, fire, insurance claim or loss report, or other report of the occurrence of the loss sufficient for determination of eligibility for Mobile Device Insurance benefits.

For mechanical failure and *accidental damage* claims, *you* must obtain a written estimate of the cost to repair *your mobile device* by a repair facility authorized by the original *mobile device* manufacturer. At its sole discretion, the Administrator may ask *you* to return, at *your* own expense, the damaged item on which a claim is based to the Insurer in order to support *your* claim.

Written notice of claim must be given to the Administrator as soon as reasonably possible after a claim occurs, but in all events within 90 days from the date on which the loss occurred.

ASSISTANCE SERVICES

To confirm your insurance coverage, for any questions concerning the information in your Certificates of Insurance, or if you are in an emergency, contact the Administrator **immediately** by calling **1-877-251-0941** from within Canada and the United States or **519-251-0941** locally or collect from other countries. They are available to support you 24 hours a day, every day of the year.

PRE-TRIP ASSISTANCE

- Passport and visa information;
- Health hazards advisories;
- Weather information;
- Currency exchange information; and
- Consulate and embassy locations.

DURING A MEDICAL EMERGENCY

- Confirming and explaining coverage;
- Referral to a physician, hospital, or other healthcare providers;
- Monitoring your situation and informing your family;
- Transportation arrangements to return you home when medically necessary; and
- Direct billing of covered expenses, where possible.

OTHER SERVICES

- Help with lost, stolen, or delayed baggage;
- Help obtaining emergency cash;
- Emergency message services;
- Translation and interpreter services in a medical emergency;
- Help replacing lost or stolen airline tickets;
- Help obtaining prescription drugs; and
- Finding legal help or bail bond.

GENERAL PROVISIONS AND STATUTORY CONDITIONS

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in the Certificates of Insurance.

Throughout this General Provisions and Statutory Conditions section, *italicized terms* have the specific meaning described below:

account means the *cardmember's credit card account*, which must be in *good standing* with Scotiabank.

cardmember means the *primary cardmember* and any supplemental *cardmember*, who is a natural person resident in Canada, to whom a *credit card* is issued and whose name is embossed on the card.

credit card means the Scotiabank Passport Visa Infinite Privilege card.

dependent child(ren) means the *cardmember's* unmarried natural, adopted or step-children who are dependent on *you* for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full-time attendance at a recognized institution of higher learning in Canada.

This includes children 21 years of age or over who are permanently mentally or physically disabled and incapable of self-support.

dollars and **\$** means Canadian (CAD) *dollars*.

good standing means, with respect to an *account*, that the *primary cardmember* has not advised Scotiabank to close it or Scotiabank has not suspended or revoked credit privileges or otherwise closed the *account*.

insured person(s) means the *cardmember*, *spouse*, and/or eligible *dependent children*. **The insured person(s) may be referred to as "you" or "your"**.

spouse means the person who is legally married to the *cardmember* or the person who has been living with the *cardmember* for a continuous period of at least 1 year and is publicly represented as the *cardmember's spouse*.

SECTION 1 – SUBROGATION

As a condition to the payment of any claim to *you*, *you* shall, upon request, transfer or assign to the Insurer all legal rights against all parties who may be responsible for giving rise to a claim under this Certificate of Insurance. *You* shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in *your* name.

SECTION 2 – TERMINATION OF INSURANCE

All coverage under the Policy terminates on the earliest of:

- a) the date the *account* ceases to be in *good standing*;
- b) the date *you* cease to be eligible for coverage; and
- c) the date the Policy is cancelled by Scotiabank or the Insurer.

No benefits will be paid for any loss incurred after coverage under the Policy terminates, unless otherwise specified or agreed.

SECTION 3 – DUE DILIGENCE

You shall use diligence and do all things reasonable to avoid or diminish any loss under the Policy.

SECTION 4 – NOTICE AND PROOF OF CLAIM

Immediately after learning of a loss or an occurrence which may lead to a loss covered under the Policy, or as soon as reasonably possible, *you* must notify the Administrator by calling **1-877-251-0941** from Canada and the United States or **519-251-0941** locally or collect from other countries. Depending on the type of claim, *you* may file directly online at www.manulife.ca/scotia. For claims that cannot be submitted online, contact the Administrator to send *you* a claim form.

Written notice of claim must be given to the Administrator as soon as reasonably possible after a claim occurs, but in all events provided within 90 days from the date on which loss occurred.

Failure to provide notice or proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after 1 year, *your* claim may not be paid.

SECTION 5 – PAYMENT OF CLAIM

Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by the Administrator.

Currency Provisions

- a) all amounts stated in the Certificates of Insurance are in Canadian *dollars*, unless otherwise indicated;
- b) all claim payments will be made in Canadian *dollars*; and
- c) if *you* have paid a covered expense, *you* will be reimbursed in Canadian *dollars* at the prevailing rate of exchange on the date the service was provided.

Benefits Limited To Incurred Expenses

The total benefits paid to *you* from all sources cannot exceed the actual expenses which *you* have incurred.

This insurance does not pay interest on benefits or for interest on charges made to the *credit card*.

SECTION 6 – 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, Limitations Act, 2002 in Ontario, or other applicable legislation in *your* province or territory of residence in Canada.

SECTION 7 – FALSE CLAIM

You must be accurate and complete in *your* dealings with the Insurer at all times. The Insurer will not pay a claim if *you*, or anyone acting on *your* behalf, knowingly attempt to deceive us or makes a fraudulent, false, or exaggerated statement or claim.

SECTION 8 – IF YOU HAVE A CONCERN OR COMPLAINT

If *you* have a concern or complaint about *your* coverage or service received, please call the Administrator at **1-877-251-0941**. The Administrator will do its best to resolve *your* concern or complaint. If for some reason the Administrator is unable to do so to *your* satisfaction, *you* may obtain detailed information for the Insurer's resolution process at: www.manulife.ca/personal/support/contact-us/resolve-a-complaint.html.

If for some reason the Insurer is unable to resolve *your* concern or complaint, *you* may then pursue the matter with Scotiabank at **1-800-472-6842**. Lastly, escalated matters may be directed to an independent external organization in writing.

SECTION 9 – PRIVACY

At Manulife¹ protecting *your* personal information and respecting *your* privacy is important to us.

“**We**”, “**us**” and “**our**” refer to The Manufacturers Life Insurance Company, First North American Insurance Company, and *our* affiliated companies and subsidiaries.

We will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate.

Your information is used to establish and manage *our* relationship with *you*, provide *you* with products and services, administer *our* business, and comply with legal and regulatory requirements.

We collect personal information from *you* or *your* authorized representatives, third parties *you* allow to share information with *us* or who issue, service, and administer *your* products and services now or in the future, and public sources.

We disclose *your* personal information to *our* employees, agents, representatives, financial institutions, reinsurers, and other parties with whom *we* deal in issuing and administering *your* products and services, now and in the future. Also, *our* employees or service providers who require this information to perform their services for *us* (for example data processing, programming, data storage, market research, printing and distribution services, paramedical and investigative agencies).

Unless there are contractual limitations, *your* personal information may be accessed or transferred within or outside Canada and may be subject to the laws of those jurisdictions. *You* may withdraw *your* consent, subject to legal and contractual restrictions. *You* also have the right to access and correct *your* personal information

maintained in our files. Requests can be sent to: Privacy Officer Manulife, P.O. Box 1602, Del Stn 500-4-A, Waterloo, Ontario N2J 4C6 or Canada_Privacy@manulife.ca.

For more information, *you can review our* [Canadian Privacy Policy](#).

Questions? Contact us at **1-800-668-0195**.

¹ Manulife, “we”, “us”, “our” refers to The Manufacturers Life Insurance Company— Canadian Division operations, Manulife Securities Inc., Manulife Securities Investment Services Inc., Manulife Securities Insurance Inc., Manulife Asset Management Limited, Manulife Assurance Company of Canada, First North American Insurance Company, Manulife Bank of Canada, and affiliates of these entities.

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