

Purchase Security and Extended Warranty Certificate of Insurance

AMENDED AND RESTATED: Effective July 1, 2021

This Certificate of Insurance contains a clause which may limit the amount payable.

This Certificate of Insurance contains information about your insurance. Please read it carefully and keep it in a safe place. Refer to the Definitions section or to the applicable description of benefits and the paragraph following this one for the meanings of all capitalized terms.

The coverage outlined in this Certificate of Insurance is effective as of July 1, 2021, and is provided to eligible **Scotiabank®* American Express®** Cardmembers. Insurance is underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife) (hereinafter referred to as the "Insurer") under Group Policy No. **BNS749**, (hereinafter referred to as the "Policy") issued by the Insurer to The Bank of Nova Scotia (hereinafter referred to as the "Policyholder").

The terms, conditions and provisions of the Policy are summarized in this Certificate of Insurance, which is incorporated into and forms part of the Policy. All benefits are subject in every respect to the Policy, which alone constitutes the agreement under which benefits will be provided. You or a person making a claim under this Certificate may request a copy of the Policy and/or copy of your application for this insurance (if applicable) by writing to the Insurer at the address shown below.

The head office for Manulife and FNAIC is located at 250 Bloor St. East, Toronto, Ontario M4W 1E5.

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 provider of all assistance and claims services under this Policy. In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

1. DEFINITIONS

In this Certificate of Insurance, the following words or phrases have the meanings set forth below:

Account means the Primary Cardmember's **Scotiabank American Express Card** Account, which must be in Good Standing with the Policyholder.

Cardmember means the Primary Cardmember and any supplemental Cardmember who is a natural person resident in Canada to whom a **Scotiabank American Express Card** is issued and whose name is embossed on the card. The Cardmember may be referred to as "You" or "Your".

Dollars and \$ means Canadian dollars.

Good Standing means, with respect to an Account, that the Primary Cardmember has not advised the Policyholder to close it or the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account.

Insured Item 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 an Account and/or paid with Scene+* points.

Manufacturer's Warranty means an express written warranty valid in Canada or the United States and 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 the vanishing of an item which cannot be explained, i.e. there is an absence of evidence of a wrongful act of another person.

Other Insurance means all other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim, as further defined in Section 9 of this Certificate.

Primary Cardmember means the principal applicant for an Account who is a natural person resident in Canada to whom a **Scotiabank American Express Card** is issued by the Policyholder.

Purchase Price means the actual cost of the Insured Item, including any applicable taxes, as shown on the store receipt.

2. PURCHASE SECURITY

- a) **Benefits** – Purchase Security coverage automatically, without registration, protects most new Insured Items purchased anywhere in the world (provided the full Purchase Price is charged to the Account and/or paid with Scene+ points) by insuring them for 90 days from the date of purchase in the event of loss, theft, or damage in excess of Other Insurance. If an Insured Item is lost, stolen or damaged, the administrator will reimburse You the lesser of the repair or replacement cost, not exceeding the original Purchase Price charged to the Account, subject to the limits of liability and exclusions stated in Section 4 of this Certificate of Insurance.
- b) **Excluded Items** – Purchase Security does not cover the following items:
travellers cheques, cash, tickets or any other negotiable instruments; bullion, rare or precious coins; art objects (such as but not limited to hand-made items, limited editions, original, signature pieces or collectible plates); pre-owned or used items, including antiques and demos; animals; living plants; perishables such as food and liquor; aircraft and parts and accessories thereof; automobiles, motorboats, motorcycles or any other motorized vehicles and parts and accessories thereof; items consumed in use; services; ancillary costs incurred in respect of an Insured Item and not forming part of the Purchase Price; parts and/or labour required as a result of mechanical breakdown; items purchased by and/or used for a business or commercial purpose and commercial gain; mail order items until received and accepted by the Cardmember in new and undamaged condition; or jewellery transported/stored in baggage which is not under the personal supervision of the Cardmember or Cardmember's travelling companion.
- c) **Gifts** – Insured Items the Cardmember gives as gifts are covered by Purchase Security. In the event of a claim, the Cardmember, not the recipient of the gift, must make the claim for benefits.

- d) **Termination** – Coverage ends the earliest of:
 - the date the Account is cancelled, closed or ceases to be in Good Standing;
 - (i) the date the Cardmember ceases to be eligible for coverage; and
 - (ii) the date the Policy terminates.
 - (iii) No coverage will be provided for items purchased after the Policy termination date.

3. EXTENDED WARRANTY

a) **Benefits** – Extended Warranty coverage provides the Cardmember with double the period of repair services otherwise provided by the original Manufacturer's Warranty, to a maximum of 1 additional year, when the full Purchase Price is charged to the Account and/or paid with Scene+ points on most Insured Items purchased anywhere in the world. Extended Warranty benefits are limited to the lesser of the cost to repair or the original Purchase Price charged to the Account.

b) **Registration** – Insured Items with a Manufacturer's Warranty of 5 years or more are ONLY covered if registered 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 for the Extended Warranty benefit, call **1-800-263-0997** between 8:00 a.m. to 9:00 p.m. Monday through Friday and 8:30 a.m. to 5:00 p.m. on Saturday, EST. You will be required to send copies of the following items to the administrator within 1 year after the Insured Item is purchased:

- (i) a copy of the original vendor sales receipt;
- (ii) the customer copy of Your sales receipt;
- (iii) the serial number of the item; and
- (iv) a copy of the original Manufacturer's Warranty.

c) **Excluded Items** – Extended Warranty does not cover the following items: aircraft and parts and accessories thereof; automobiles, motorboats, motorcycles and any other motorized vehicles and parts and accessories thereof; used items; living plants; trim parts; services; items purchased by and/or used for a business or commercial purpose and commercial gain; dealer and assembler warranties; or any other obligation other than those specifically covered under the terms of the original Manufacturer's Warranty.

d) **Gifts** – Insured Items the Cardmember gives as gifts are covered under the Extended Warranty coverage subject to compliance with the terms and conditions of the coverage offered hereunder.

- e) **Termination** – Coverage ends the earliest of:
 - (i) the date the Account is cancelled, closed or ceases to be in Good Standing;
 - (ii) the date the Cardmember ceases to be eligible for coverage; and
 - (iii) the date the Policy terminates.

No coverage will be provided for items purchased after the Policy termination date.

4. ADDITIONAL LIMITS OF LIABILITY AND EXCLUSIONS

a) **Limits of Liability** – There is a maximum lifetime liability of \$60,000 under the Purchase Security and Extended Warranty coverages. 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.

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.

- b) **Exclusions** – The Policy does NOT provide coverage for losses resulting from: misuse or abuse; fraud; normal wear and tear; inherent product defects (which means imperfections which impair the use of the product); Mysterious Disappearance; theft from a vehicle unless the vehicle is locked and there are visible signs of forced entry; flood, earthquake or radioactive contamination; hostilities of any kind (including war, invasion, terrorism, rebellion or insurrection), confiscation by authorities, risks of contraband or illegal activity; or incidental and consequential damages, including bodily injury, property, punitive and exemplary damages and legal fees.

5. CLAIMS

- a) **Filing a Claim** – To initiate a claim, the Cardmember must notify the administrator as soon as reasonably possible and PRIOR to proceeding with any action or repairs and no later than 90 days from the date of loss or damage, by calling **1-800-263-0997** or **416-977-1552** locally between 8:00 a.m. to 9:00 p.m. Monday through Friday and 8:30 a.m. to 5:00 p.m. on Saturday, EST. If You would like to file Your claim online, please visit www.manulife.ca/scotia.
- b) **Validation of a Claim** – The Cardmember MUST maintain ORIGINAL copies of all documents required. Where a claim is due to fraud, malicious acts, burglary, robbery, theft or attempt thereof, or is suspected to be so caused, the Cardmember MUST give immediate notice to the police or other authorities having jurisdiction. The Cardmember may be required to send, at the Cardmember's expense and risk, the damaged Insured Item on which a claim is based, to an address designated by the administrator.
- c) **Claim Form** – Upon notifying the administrator of the loss, the Cardmember will be sent a claim form. 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. Failure to provide notice or furnish 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 one 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 will not be paid.
- d) **Payment of Claim** – Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by the administrator.
- e) **Purchase Security** – Under the Purchase Security coverage, the Cardmember will be required to complete a claim form and MUST include copies of the customer copy of the original store receipt, **Scotiabank American Express Card** charge slip, and Account statement and police report if obtainable, and if not obtainable, the department, file

number, address, contact name on the file and telephone number, and any other information reasonably required by the administrator to determine the Cardmember's eligibility for benefits under the Policy.

- f) **Extended Warranty** – Under the Extended Warranty coverage, the Cardmember will be required to complete a claim form PRIOR to proceeding with any repairs, and MUST include copies of the customer copy of the original store receipt, **Scotiabank American Express Card** charge slip, and Account statement and Manufacturer's Warranty. Upon receipt of the completed documentation, if the claim is eligible for coverage under the Policy, the administrator will provide a notice to the Cardmember containing an authorization to proceed with the necessary repairs and the particulars of the repair facility designated to complete the necessary repairs.

6. GENERAL PROVISIONS AND STATUTORY CONDITIONS

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

- a) **Coverage Termination** – Coverage under the Policy ends at the earliest of:
- (i) the date the Account is cancelled or closed or ceases to be in Good Standing;
 - (ii) the date the Cardmember ceases to be eligible for coverage; and
 - (iii) the date the Policy terminates.

No benefits will be paid under the Policy for losses incurred after coverage has terminated, unless otherwise specified or agreed.

- b) **Other Insurance** – Where a Cardmember has Other Insurance, the loss or damage MUST be reported to the primary 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 the Other Insurance, a letter from the Other Insurance carrier so indicating may be required. The insurance extended under the Policy by the Insurer is issued strictly as excess coverage and does not apply as contributing insurance. The coverage extended under the Policy will reimburse the Cardmember only to the extent a permitted claim exceeds coverage and payment under Other Insurance, regardless of whether the Other Insurance contains provisions purporting to make its coverage non-contributory or excess. The Policy also provides coverage for the amount of the deductible under Other Insurance.
- c) **Subrogation** – As a condition to the payment of any claim to a Cardmember, the Cardmember shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. The Cardmember 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 the name of the Cardmember.
- d) **Due Diligence** – The Cardmember shall use diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the Policy.
- e) **False Claim** – If a Cardmember makes a claim knowing it to be false or fraudulent in any respect, such Cardmember will not be entitled to the benefit of coverage under the Policy nor to the payment of any claim made under the Policy.

- f) **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* or other applicable legislation in Your province or territory.
- g) **If You Have a Concern or Complaint** - If You have a concern or complaint about Your coverage, please call the administrator at **1-800-263-0997** or the Policyholder at **1-800-472-6842**. 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 pursue the concern or complaint in writing to an independent external organization. You may also obtain detailed information for the Insurer's resolution process and the external recourse either by calling the administrator at the number listed above or at: www.manulife.ca/personal/support/contact-us/resolve-a-complaint.html
- h) **Privacy** - Manulife is committed to protecting your privacy and the confidentiality of your personal information. Manulife's Privacy Policy is located at www.manulife.ca. We will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate. To protect the confidentiality of your personal information, we will establish a financial services file from which your information will be used to administer services and process claims. Access to this file will be restricted to Manulife employees, mandatories, administrators or agents who are responsible for the assessment and investigation of claims, and to any other persons you authorize or as authorized by law. These people, organizations and service providers may be in jurisdictions outside Canada, and subject to the laws of those foreign jurisdictions. Your file is secured in Manulife's offices or those of our Administrator, Global Excel Management. You may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, 500 King Street North, P.O. Box 1602, Waterloo, ON N2J 4C6. Visit www.manulife.ca/privacy-policies.html for further details on our privacy policy.

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Mobile Device Insurance

EFFECTIVE : July 1, 2022

This Certificate of Insurance contains a clause which may limit the amount payable.

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The coverage outlined in this Certificate of Insurance is effective as of July 1, 2022, and is provided to eligible **Scotiabank®* American Express®** Cardmembers. Insurance is underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife) (hereinafter referred to as the "Insurer") under Group Policy No. BNS749 (hereinafter referred to as the "Policy") issued by the Insurer to The Bank of Nova Scotia (hereinafter referred to as the "Policyholder").

The terms, conditions and provisions of the Policy are summarized in this Certificate of Insurance, which is incorporated into and forms part of the Policy. All benefits are subject in every respect to the Policy, which alone constitutes the agreement under which benefits will be provided. You or a person making a claim under this Certificate may request a copy of the Policy and/or copy of your application for this insurance (if applicable) by writing to the Insurer at the address shown below.

The head office for Manulife and FNAIC is located at 250 Bloor St. E. Toronto, Ontario M4W 1E5.

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 provider of all assistance and claims services under this Policy.

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

1. DEFINITIONS

In this Certificate of Insurance, the following words or phrases have the meanings set forth 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 Primary Cardmember's Scotiabank American Express Card Account, which must be in Good Standing with the Policyholder.

Cardmember means the Primary Cardmember and any supplemental Cardmember who is a natural person resident in Canada to whom a Scotiabank American Express Card is issued and whose name is embossed on the card. The Cardmember may be referred to as "You" or "Your".

Good Standing means, with respect to an Account, that the Primary Cardmember has not advised the Policyholder to close it and the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account.

Household Member means a spouse, parents, stepparents, grandparents, grandchildren, in-laws, natural or adopted children, stepchildren, brothers, sisters, stepbrothers and stepsisters whose permanent residence and address is the same as the Cardmember.

Insured Person means an eligible Cardmember and/or his or her eligible Spouse and eligible Dependent Children if the full cost of his or her Eligible Expenses for the Trip has been charged to the Account.

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 the vanishing of an item or Mobile Device which cannot be explained, i.e. there is an absence of evidence of a wrongful act of another person.

Plan means a fixed-term contract offered by a wireless service Provider.

Primary Cardmember means the principal applicant for an Account who is a natural person resident in Canada to whom a Scotiabank American Express Card is issued by the Policyholder.

Provider means a Canadian wireless service provider.

Purchase Price means the actual cost of a Mobile Device, including any applicable taxes, and less any Trade-In Credit(s) and costs or fees associated with the Mobile Device purchased such as insurance premiums, customs duty, delivery and transportation costs or similar costs or fees.

Trade-In Credit(s) means an in-store credit or certificate issued by a retailer of Provider to You when You trade-in an old mobile device.

2. ELIGIBILITY

You are eligible for Mobile Device Insurance when You purchase a new Mobile Device anywhere in the world, and You:

- a) charge the Purchase Price to Your Account. If the Mobile Device is equipped with cellular data technology, You must also activate Your Mobile Device with a Provider; or
- b) charge any portion of the Purchase Price that is required to be paid up-front to Your Account, fund the balance of the Purchase Price through a Plan, and charge all monthly wireless bill payments to Your Account for the duration of Your Plan; or
- c) fund the full Purchase Price through a Plan and charge all the monthly wireless bill payments to Your Account for the duration of the Plan.

Note: To be eligible for this insurance, Scene + points cannot be used towards the purchase of a Mobile Device.

3. COVERAGE PERIOD

Mobile Device coverage takes effect on the later of:

- a) 30 days from the date of purchase of Your Mobile Device; and
- b) the date the first monthly wireless bill payment is charged to Your Account.

Mobile Device coverage ends on the earliest of:

- a) two years from the date of purchase;
- b) the date ONE monthly wireless bill payment was not charged to Your Account, if You are funding the cost of Your Mobile Device through a Plan;
- c) the date the Account ceases to be in Good Standing; and
- d) the date the Cardmember ceases to be eligible for coverage.

4. BENEFITS

If a Mobile Device is lost, stolen or suffers a mechanical breakdown or Accidental Damage, 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 \$500, 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 June 21 of the following year, the maximum reimbursement will be calculated as follows:

- a) Calculation of the depreciated value of Your Mobile Device:

Purchase Price	\$800
Less depreciation cost (2% X 13 months X \$800)	<u>- \$208</u>
Depreciated value	\$592

- b) Calculation of the maximum reimbursement:

Depreciated value	\$592
Less Deductible	<u>- \$100</u>
Maximum reimbursement	\$492

In the event You file a valid repair claim and the total cost of repair is \$400, including applicable taxes, upon approval of Your claim, the maximum reimbursement available to You will be \$400.

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 \$492.

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, and Limitations and Exclusions set out in this Certificate of Insurance.

5. LIMITATIONS AND EXCLUSIONS

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 two claims in any 48 consecutive month period.

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) Mobile Devices purchased for resale, professional or commercial use;
- d) used, previously owned or refurbished Mobile Devices;
- e) Mobile Devices that have been modified from their original state;
- f) Mobile Devices being shipped, until received and accepted by You in new and undamaged condition; and
- g) Mobile Devices stolen from baggage unless such baggage is hand-carried under the personal supervision of the Cardmember or the Cardmember's travelling companion with the Cardmember's knowledge.

No benefits are payable for:

- a) losses or damage resulting directly or indirectly from:
 - (i) fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, Mysterious Disappearance or inherent product defects;
 - (ii) power surges, artificially generated electrical currents or electrical irregularities;
 - (iii) any occurrence that results in catastrophic damage beyond repair, such as the device separating into multiple pieces;
 - (iv) cosmetic damage that does not affect functionality;
 - (v) software, cellular/wireless service provider or network issues; or
 - (vi) theft or intentional or criminal acts by the Cardmember or Household Members; and
- b) incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

6. GIFTS

Mobile Devices given as gifts are covered under Mobile Device Insurance provided all eligibility requirements are met. In the event of a claim, the Cardmember, not the recipient of the gift, must make the claim for benefits.

7. 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 administrator 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, and
- if all such other coverage has been claimed under and exhausted, and further subject to the terms and Limitations and Exclusions set out herein.

This coverage will not apply as contributing insurance notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

8. HOW TO MAKE 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, but in no event later than 14 days from the date of loss, You must contact the administrator by calling **1-800-263-0997** 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 seven 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 Your 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.

9. GENERAL PROVISIONS AND STATUTORY CONDITIONS

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

Due Diligence: The Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss under the Policy.

Notice and Proof of Claim: Immediately after learning of a loss or an occurrence which may lead to a loss covered under the Policy, notify the administrator by calling **1-800-263-0997** from within Canada and the United States, or by calling **416-977-1552** locally or collect from other countries. You will then be sent a claim form. If You would like to file Your claim online, please visit www.manulife.ca/scotia.

Written notice of claim must be given to the administrator as soon as reasonably possible after a claim occurs, but in no event later than 90 days from the date on which the loss occurred.

Failure to provide notice or furnish 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 will not be paid.

Payment of Claim: Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by the administrator.

Subrogation: Following payment of an Insured Person's claim for loss or damage under the Policy, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the Insured Person's name. The Insured Person 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 the name of the Insured Person.

Termination of Insurance: Coverage in respect of an Insured Person ends on the earliest of the following dates:

- a) the date the Account is cancelled, closed or ceases to be in Good Standing;
- b) the date the Insured Person ceases to be eligible for coverage; and
- c) the date the Policy terminates.

No benefits will be paid under the Policy for losses incurred after coverage has terminated, unless otherwise specified or agreed.

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* or other applicable legislation in Your province or territory.

False Claim: If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the benefit of coverage under the Policy, nor to the payment of any claim made under the Policy.

If You Have a Concern or Complaint - If You have a concern

or complaint about Your coverage, please call the administrator at **1-800-263-0997** or the Policyholder at **1-800-472-6842**. 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 pursue the concern or complaint in writing to an independent external organization. You may also obtain detailed information for the Insurer's resolution process and the external recourse either by calling the administrator at the number listed above or at: **www.manulife.ca/personal/support/contact-us/resolve-a-complaint.html**.

Privacy - Manulife is committed to protecting your privacy and the confidentiality of your personal information. Manulife's Privacy Policy is located at www.manulife.ca. We will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate. To protect the confidentiality of your personal information, we will establish a financial services file from which your information will be used to administer services and process claims. Access to this file will be restricted to Manulife employees, mandatories, administrators or agents who are responsible for the assessment and investigation of claims, and to any other persons you authorize or as authorized by law. These people, organizations and service providers may be in jurisdictions outside Canada, and subject to the laws of those foreign jurisdictions. Your file is secured in Manulife's offices or those of our Administrator, Global Excel Management, Inc. You may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, 500 King Street North, P.O. Box 1602, Waterloo, ON N2J 4C6. Visit www.manulife.ca/privacy-policies.html for further details on our privacy policy.

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