

CERTIFICATE OF INSURANCE

Amended and Restated Effective:
July 1, 2021

IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL

Your credit card includes travel coverage - what's next? We want you to understand (and it is in your best interests to know) what your Certificate of Insurance includes, what it excludes, and what is limited (payable but with limits). Please take time to read through your Certificate of Insurance before you travel. Capitalized terms are defined in your Certificate of Insurance.

- Travel insurance covers claims arising from sudden and unexpected situations (i.e.: accidents and emergencies) and typically not follow-up or recurrent care.
- To qualify for this insurance, you must meet all the eligibility requirements.
- This insurance contains limitations and exclusions (e.g.: Medical Conditions that are not stable, pregnancy, child born on trip, use of alcohol, high risk activities, etc.).
- This insurance may not cover claims related to Pre-Existing Conditions, whether disclosed or not.
- Contact the administrator before seeking Emergency Medical Treatment or your benefits may be limited or denied.
- In the event of a claim your prior medical history may be reviewed.

IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. IF YOU HAVE QUESTIONS, CALL 1-800-263-0997.

This Certificate of Insurance contains a clause which may limit the amount payable. Additionally, this Certificate of Insurance contains a provision removing or restricting the right of the Insured Person to designate persons to whom or for whose benefit insurance money is 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 provided to eligible *Scotia Momentum*[®] for business Visa* Cardmembers. Purchase Security, Extended Warranty and Rental Car Collision/Loss Damage, under Group Policy No. **BNS749** is underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife). Travel Emergency Medical Insurance under Group Policy No. **BNS749** is underwritten by Manulife. Each insurer is hereinafter referred to individually or collectively as the "Insurer", as appropriate, and each Group Policy is hereinafter referred to individually or collectively as the "Policy", as appropriate. The Policy is issued by the Insurer to The Bank of Nova Scotia (hereinafter referred to as the "Policyholder").

The effective date for Purchase Security, Extended Warranty, Rental Car Collision/Loss Damage Insurance and Travel Emergency Medical Insurance is **July 1, 2021**.

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.

A. DEFINITIONS

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

Accidental Bodily Injury means an accidental bodily injury which is the direct source of a loss, and is independent of disease, bodily infirmity or other cause.

Account means the Cardmember's *Scotia Momentum for business* Visa card account, which must be in Good Standing with the Policyholder.

Cardmember means any Cardmember who is a natural person resident in Canada to whom a *Scotia Momentum for business* Visa card is issued and whose name is embossed on the card. The Cardmember may be referred to as "You" or "Your".

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.

Dependent Children means Your 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 fulltime attendance at a recognized institution of higher learning in Canada. Dependent Child(ren) also includes children 21 years of age or over who are permanently mentally or physically challenged and incapable of self-support.

Doctor means a physician or surgeon who is registered or licensed to practice medicine in the jurisdiction where the medical treatment or service is provided, and who is not related by blood or by marriage to the Insured Person to whom the service is rendered.

Dollars and **\$** means Canadian dollars.

Emergency Medical Treatment means treatment necessary for the immediate relief of a Medical Emergency.

GHIP means the Government Health Insurance Plan of an Insured Person's province or territory of residence in Canada.

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

Hospital means an institution which is licensed to provide, on an inpatient basis, medical care and treatment of sick and injured persons through medical,

diagnostic and major surgical facilities, under the supervision of a staff of Doctors and with 24-hour-a-day service. Hospital does not include any institution or part of an institution which is licensed or used principally as a clinic, a continued care or extended care facility, a convalescent home, a rest home, a nursing home or home for the aged, a health spa or a treatment centre for drug addiction or alcoholism.

Insured Item means a new item (a pair or set being one item) of personal property for which the full Purchase Price is charged to an Account.

Insured Person means a Cardmember and, where specified, certain other eligible persons as outlined under the applicable benefit.

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.

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.

Medical Condition means any illness, injury or symptom, whether diagnosed or not.

Medical Emergency means an unforeseen illness or accidental injury which occurs during a Trip and which requires immediate medical care or treatment from a Doctor. A Medical Emergency ends when the illness or accidental injury has been treated such that the Insured Person's condition has stabilized. Treatment provided when medical evidence indicates that an Insured Person could delay treatment or return to Canada for such treatment, is not considered a Medical Emergency and is not covered.

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.

Network means a network of preferred medical providers, such as Hospitals and Doctors, who provide Emergency Medical Treatment under the Policy.

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.

Pre-Existing Condition means any Medical Condition for which symptoms appeared or for which an Insured Person or an Insured Person's Immediate Family Member sought the attention of a Doctor, had investigated, diagnosed or treated, had treatment or further investigation recommended or for which medication was prescribed or altered, in the case where the person is under 75 years of age, in the 180 days prior to the date the Trip was booked, and in the case where the person is 75 years of age or older, in the 365 days prior to the date the Trip was booked.

For Travel Emergency Medical Insurance, a Pre-existing Condition does not include a Medical Condition which is controlled by the consistent use of medications prescribed by a Doctor, provided that, during the 180-day period or 365-day period, as applicable, before the Insured Person's departure, there has been no other treatment or investigation recommended and there has been no change in medication. A new medication or increase/decrease in dosage constitutes a change.

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

Reasonable and Customary Charges means charges which do not exceed the general level of charges made by other providers of similar standing in the locality or geographical area where the charges are incurred, when furnishing comparable treatment, services or supplies for a similar Medical Emergency.

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 a scheduled period of time during which an Insured Person is away from their province or territory of residence in Canada, as determined by the departure and return dates.

B. Purchase Security and Extended Warranty

For Purchase Security and Extended Warranty coverage, Insured Person means the Cardmember.

1. PURCHASE SECURITY

a) Benefits - Purchase Security coverage automatically, and without registration, protects most new Insured Items purchased anywhere in the world for 90 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. 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 Limits of Liability and Exclusions for Purchase Security and Extended Warranty in section 3.

- 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; 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 given as gifts are covered under Purchase Security. In the event of a claim, the Cardmember, not the recipient of the gift, must make the claim for benefits.
- d) **Other Insurance** - Where an Insured Person has 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 the Cardmember under Purchase Security will be only to the extent a permitted claim exceeds coverage and payment under 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.
- e) **End of Coverage** - Coverage under Purchase Security ends on the earliest of:
 - (i) 90 days after the date of purchase of an Insured Item;

(ii) the date the Account ceases to be in Good Standing; and

(iii) the date the Cardmember ceases to be eligible for coverage.

Items purchased after coverage has ended are not covered.

2. 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, on most Insured Items purchased anywhere in the world when the full Purchase Price is charged to the Account. Extended Warranty benefits are limited to the lesser of the repair cost and the original Purchase Price charged to the Account, subject to the Limits of Liability and Exclusions for Purchase Security and Extended Warranty in section 3.

b) **Registration** - Insured Items with a Manufacturer's Warranty of 5 or more years 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, call **1-800-263-0997** between 8:00 a.m. and 9:00 p.m. Monday through Friday and 8:30 a.m. and 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 merchant sales receipt;
- (ii) the customer copy of Your sales receipt or transaction confirmation;
- (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; 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 given as gifts are covered under Extended Warranty. In the event of a claim, the Cardmember, not the recipient of the gift, must make the claim for benefits.

e) **Other Insurance** - Where an Insured Person has 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 the Cardmember under Extended Warranty coverage will be only to the extent a permitted claim exceeds coverage and payment under Other Insurance, regardless of whether the Other Insurance contains provisions indicating that its coverage is non-contributory or excess. Extended Warranty also provides coverage for the amount of the deductible under Other Insurance.

- f) **End of Coverage** - Coverage under Extended Warranty ends on the earliest of:
- (i) upon expiry of the Manufacturer's Warranty, at the end of an additional period equal to the Manufacturer's Warranty, not exceeding 1 year;
 - (ii) the date the Account ceases to be in Good Standing; and
 - (iii) the date the Cardmember ceases to be eligible for coverage.

Items purchased after coverage has ended are not covered.

3. LIMITS OF LIABILITY AND EXCLUSIONS FOR PURCHASE SECURITY AND EXTENDED WARRANTY

- a) Limits of Liability - The aggregate maximum lifetime liability is \$60,000.
- 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.
- d) Exclusions - Purchase Security and Extended Warranty 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.

4. HOW TO CLAIM

- 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** from Canada and the United States or **416-977-1552** locally or collect from other countries. To file a 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.
 - (i) **Proof of Loss for 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 merchant receipt, *Scotia Momentum for business* Visa charge slip or transaction confirmation, Account statement, police report, and any other information reasonably required by the administrator to determine coverage eligibility. Please note, 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.

- (ii) Proof of Loss for 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 merchant receipt, *Scotia Momentum for business Visa* charge slip or transaction confirmation, Account statement, and 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.

C. Rental Car Collision/Loss Damage Insurance

For this coverage, Insured Person means a Cardmember and 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.

1. ELIGIBILITY

You are eligible for Rental Car Collision/Loss Damage (CLD) insurance when You rent most private passenger vehicles for a period not to exceed 48 consecutive days, provided that:

- a) You initiate the rental transaction with Your *Scotia Momentum for business Visa* card (if arranged in advance, by booking or reserving the car rental with Your *Scotia Momentum for business Visa* card) and by providing an imprint of Your *Scotia Momentum for business Visa* card at the time You take possession of the car;
- b) You decline the rental agency's collision damage waiver (CDW) or loss damage waiver (LDW), or similar provision; and
- c) You rent the car in Your name and charge the entire cost of the car rental to Your Account.

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 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, 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.

Notes:

- Rental vehicles which are part of pre-paid travel packages are eligible for CLD insurance if the total package was charged to Your 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 kilometer/mileage charges) was charged to Your Account and all other eligibility requirements are met. Some Car Sharing plans will include CDW/LDW in their membership fee. If Your Car Sharing membership includes CDW/LDW and there is no option to waive, then CLD insurance under this Policy will only provide coverage for any deductible You may be held responsible for, provided all the other requirements outlined in this Certificate of Insurance have been met.
- "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) through c).
- 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 paragraphs a) through c).

2. 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 customary 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. (See the section "Helpful Hints" for tips on how to avoid having use of this coverage challenged.)

3. 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.

4. 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 a manufacturer's suggested retail price excluding all taxes, over \$65,000, at the time and place of loss;
- 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);
- l) vehicles towing or propelling trailers or any other object; and
- m) expensive or exotic vehicles.

5. LIMITATIONS AND EXCLUSIONS

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; or

- e) 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) alcohol intoxication where the driver's blood alcohol concentration is equal to or over the blood alcohol concentration limit for impaired driving under the Criminal Code of Canada or the jurisdiction in which the vehicle rental occurred, if lower, or where the driver is charged for impaired driving;
 - (iv) use of narcotic drugs by the driver;
 - (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) war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating, or defending against such action;
 - (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; or
 - (xiv) nuclear reaction, radiation or radioactive contamination.

6. HELPFUL HINTS

Important: 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. CLD insurance only protects against loss or damage to the covered rental vehicle.

- a) Some rental agencies may resist Your declining their CDW/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 car, confirm that the rental agency will accept 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.

- b) Check the rental car carefully for scratches, dents and windshield chips and point out any damage to the agency representative before You take possession of the car. Have them note the damage on the rental agreement or ask for another vehicle.

7. END OF COVERAGE

Coverage under CLD ends on the earliest of:

- a) the date and time the rental agency reassumes control of the rental vehicle, whether at its place of business or elsewhere;
- b) the date the Account ceases to be in Good Standing; and
- c) the date the Insured Person ceases to be eligible for coverage.

No benefits will be paid for losses incurred after coverage has ended, unless otherwise specified or agreed.

8. HOW TO CLAIM

If the vehicle sustains damage of any kind, IMMEDIATELY phone the administrator by calling **1-800-263-0997** from Canada and the United States or **416-977-1552** 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.***

The completed claim form and 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.

D. TRAVEL EMERGENCY MEDICAL INSURANCE

For this coverage, Insured Person means a Cardmember and/or a Spouse who is a resident of Canada and covered by a GHIP, and eligible Dependent Children. *Coverage is provided for the first 8 consecutive days for Inured Persons under 65 years of age and for the first 3 consecutive days for Insured Persons 65 years of age or older.*

1. ELIGIBILITY

An Insured Person is eligible for Travel Emergency Medical coverage, provided Your Account is in Good Standing.

2. COVERAGE PERIOD

Coverage Period for Insured Persons under age 65 (on the Trip departure date)

Only the first 8 consecutive days of a Trip are covered under Travel Emergency Medical Insurance, as determined by the originally scheduled departure and return dates.

There is no coverage for that portion of a Trip which extends beyond the first 8 consecutive days. In the event of a claim, proof of scheduled Trip duration will be required.

Coverage begins at 12:01 a.m. on the date the Insured Person leaves on a Trip and ends on the earliest of:

- a) the date the Insured Person returns to their province or territory of residence in Canada;
- b) the date the Account ceases to be in Good Standing;
- c) the date the Insured Person has been absent for more than 8 consecutive days (including the day of departure and day of return) from their province or territory of residence in Canada; and
- d) the date the Insured Person ceases to be eligible for coverage (for Dependent Children, see the Definitions section for age limits).

No benefits will be paid for losses incurred after coverage has ended, unless otherwise specified or agreed.

Coverage Period for Insured Persons age 65 or older (on the Trip departure date)

Only the first 3 consecutive days of a Trip are covered under Travel Emergency Medical Insurance, as determined by the originally scheduled departure and return dates.

There is no coverage for that portion of a Trip which extends beyond the first 3 consecutive days. In the event of a claim, proof of scheduled Trip duration will be required.

Coverage begins at 12:01 a.m. on the date the Insured Person leaves on a Trip and ends on the earliest of:

- a) the date the Insured Person returns to their province or territory of residence in Canada;
- b) the date the Account ceases to be in Good Standing;
- c) the date the Insured Person has been absent for more than 3 consecutive days (including the day of departure and day of return) from their province or territory of residence in Canada; and

- d) the date the Insured Person ceases to be eligible for coverage (for Dependent Children, see the Definitions section for age limits).

No benefits will be paid for losses incurred after coverage has ended, unless otherwise specified or agreed.

3. AUTOMATIC EXTENSION OF COVERAGE

Coverage will be automatically extended beyond the 8-day limit for Insured Persons under 65 years of age or beyond the 3-day limit for Insured Persons 65 years of age or older for up to 3 days following the end of a Medical Emergency.

In addition, Travel Emergency Medical Insurance coverage will also be automatically extended beyond the 8-day limit for Insured Persons under 65 years of age or beyond the 3-day limit for Insured Persons 65 years of age or older for up to 3 days if an Insured Person's return to their 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 he or she is booked; or
- b) an accident or the mechanical breakdown of an Insured Person's personal vehicle.

4. BENEFITS

In the event of a Medical Emergency, Reasonable and Customary Charges for Emergency Medical Treatment in excess of any amount payable by or reimbursable under a GHIP or Other Insurance, will be paid by the administrator. Benefits are limited to \$1,000,000 for each Insured Person, subject to the terms, limitations, and exclusions set out herein.

The following expenses are eligible for reimbursement:

Hospital Accommodation, Medical Expenses and Doctor Charges for Emergency Medical Treatment.

Private Duty Nursing when prescribed by a Doctor.

Diagnostic Services including laboratory tests and x-rays when prescribed by a Doctor. NOTE: Magnetic resonance imaging (MRI), computerized axial tomography (CAT scans), sonograms and ultrasound must be authorized in advance by the administrator.

Ambulance Service to the nearest Hospital equipped to provide the required Emergency Medical Treatment.

Emergency Air Transport to the nearest Hospital, or repatriation to a Hospital in the Insured Person's province or territory of residence in Canada (when approved and arranged by the administrator) in the event the Insured Person's condition precludes the use of other means of transportation.

Prescription Drug Reimbursement excluding any drugs or medications which are commonly available without prescription, or which are not legally registered and approved in Canada or the United States.

Accidental Dental Care to a maximum of \$2,000 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.

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 the Insured Person to their province or territory of residence in Canada if further medical treatment is warranted and when approved and arranged by the administrator.

Transportation to Bedside from Canada for one of the Insured Person's spouse, parent, child, brother or sister when the Insured Person is hospitalized and expected to remain so for 3 days or more. This benefit must be pre-approved by the administrator. This benefit includes one round-trip economy airfare, food and accommodation expenses of \$100 per day to a maximum of \$1,500. This Travel Emergency Medical insurance will be extended, at no charge, for the person required at bedside for the duration of the Medical Emergency.

Vehicle Return cost to a maximum of \$1,000 to return an Insured Person's car to their province or territory of residence in Canada, or in the case of a rented vehicle, to the nearest appropriate rental location, when the Insured Person is unable to return the vehicle as a result of a Medical Emergency.

Car Accident Assistance when an Insured Person's 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 a Medical Emergency, to a maximum of \$5,000 for the cost of preparation (including cremation) and transport of the Insured Person (excluding the cost of a burial coffin or urn) to their province or territory of residence in Canada.

5. OPTIONAL EXTENSION OF COVERAGE PROCEDURES

For trips that exceed 8 days for Insured Persons under 65 years of age or for trips that exceed 3 days for Insured Persons 65 years of age or older.

Coverage may be extended beyond 8 days for Insured Persons under 65 years of age or beyond 3 days for Insured Persons 65 years of age or older. For more information or to purchase Travel Extension Coverage, please call the Insurer at **1-877-222-7342** from within Canada prior to the Insured Person's departure from their province or territory of residence in Canada. You will receive a separate certificate of insurance for this coverage.

The premium for the *Scotia* Travel Extension Coverage must be charged to Your Account and must be paid in full prior to Your Trip departure date.

6. MEDICAL EMERGENCY PROCEDURES

When a Medical Emergency occurs, You must contact the administrator without delay. See Section 7 for coverage Limitations.

24-hour assistance is available by calling **1-800-263-0997** from within Canada and the United States, or **416-977-1552** 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 Network facility or the nearest appropriate medical facility, provide the necessary authorization of payment of eligible expenses and manage the Medical Emergency.

The administrator will make every effort to pay or authorize payment of eligible expenses to Hospitals, Doctors, and other medical providers directly. If direct payment or payment authorization is not possible, an Insured Person may be required to make payments. In that event, the Insured Person will be reimbursed for eligible expenses on submission of a valid claim.

7. LIMITATIONS

Failure to notify the administrator immediately following a Medical Emergency, or as soon as possible under the circumstances, will limit the benefits payable as follows:

- 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 medical crisis.
- Non-surgical eligible expenses for which benefits would otherwise have been provided will be limited to 80% of the total, to a maximum of \$30,000.

Benefits payable are further limited as follows:

- In consultation with the attending Doctor, the administrator reserves the right to transfer the Insured Person to an appropriate Network facility or to their province or territory of residence in Canada for Emergency Medical Treatment. Refusal to comply will absolve the Insurer of any liability for expenses incurred after the proposed transfer date.
- Once a Medical Emergency ends, no further benefits are payable for that Medical Emergency or for any recurrence of the condition which caused the Medical Emergency.

8. EXCLUSIONS

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

- a) any Pre-existing Condition;
- b) any Medical Emergency or Emergency Medical Treatment that occurs other than during a Trip;
- c) any elective or non-emergency surgery, treatment or medication, including ongoing care of a chronic condition;
- d) any Medical Emergency that occurs during a Trip where the primary purpose was to work outside of Canada;
- e) pregnancy, childbirth and/or related complications occurring within 9 weeks of the expected delivery date;
- f) neo-natal care;
- g) participation in a criminal offence;
- h) intentionally self-inflicted injuries, suicide or any attempt thereat;
- i) illness or accidental injury sustained while under the influence of drugs, medication, alcohol or other intoxicants;
- j) acts of terrorism, insurrection or war, whether declared or undeclared;
- k) voluntary participation in a riot or civil commotion;
- l) treatments that are not prescribed by a Doctor; or
- m) participation in professional sports, speed contests, dangerous sports or events including recreational scuba diving (unless the Insured Person holds a basic scuba designation from a certified school or licensing body).

9. HOW TO CLAIM

If the administrator is notified in advance of medical treatment: If the administrator authorizes Hospital or other medical payments on an Insured Person's behalf, the

Insured Person 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: If eligible expenses are incurred for which payment has not been pre-authorized by the administrator, they should be submitted to the administrator with original receipts and payment statements. Benefits may be excluded or reduced where the administrator has not been contacted in advance of treatment (see Section 6 for limitations on benefit payments).

Submitting Your Claim: To obtain a claim form, call the administrator at **1-800-263-0997** from Canada and the United States or **416-977-1552** locally or collect from other countries.

You must submit the completed claim form and provide documentation to substantiate the 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 the Insured Person's GHIP (Health) card;
- f) name, address and phone number of the Insured Person's employer;
- g) proof of the Insured Person's 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.

E. 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.

1. SUBROGATION

As a condition to the payment of any claim to a Cardmember, the Cardmember and/or any Insured Person shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. The Cardmember and/or any 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 Cardmember and/or Insured Person.

2. TERMINATION OF INSURANCE

All coverage under this Certificate of Insurance terminates on the earliest of:

- a) the date the Account is cancelled or closed; and
- b) the date the Policy terminates.

No benefits will be paid for any loss incurred after coverage under this Certificate of Insurance has terminated, unless otherwise specified or agreed.

3. DUE DILIGENCE

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

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, You must notify the administrator by calling **1-800-263-0997** from Canada and the United States or **416-977-1552** locally or collect from other countries. You will then be sent 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 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.

5. PAYMENT OF CLAIM

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

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* or other applicable legislation in Your province or territory.

7. 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.

8. 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

9. PRIVACY

The Manufacturers Life Insurance Company and First North American Insurance Company.

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.

