

**SCOTIA MOMENTUM® VISA
INFINITE* CARD
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.**

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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*[®] Visa Infinite* Cardmembers. Purchase Security, Extended Warranty, Mobile Device, Lost Luggage, Delayed Luggage, Rental Car Collision/Loss Damage and Flight Delay Insurance 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). Trip Cancellation and Trip Interruption Insurance under Group Policy **No. BNS749** is underwritten by Manulife and FNAIC. Medical covered causes for a claim are underwritten by Manulife. Non Medical covered causes for a claim are underwritten by FNAIC. Common Carrier Travel Accident Insurance and Travel Emergency Medical Insurance under Group Policy **No. BNS749** are 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 Group Policies are issued by the Insurers to The Bank of Nova Scotia (hereinafter referred to as the “Policyholder”).

The effective date for Purchase Security, Extended Warranty, Mobile Device, Lost Luggage, Delayed Luggage, Trip Cancellation, Trip Interruption, Rental Car Collision/Loss Damage, Flight Delay, Common Carrier Travel Accident, 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.

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 *Scotia Momentum Visa Infinite* 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 *Scotia Momentum Visa Infinite* 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.

Checked Luggage means suitcases or other containers specifically designated for carrying personal belongings, for which a baggage claim check has been issued to the Insured Person by a Common Carrier.

Common Carrier means any land, water or air conveyance which is licensed to carry passengers without discrimination and for hire, excluding courtesy transportation provided without a specific charge.

Delayed Luggage means an Insured Person's Checked Luggage which is delayed by the Common Carrier for more than 4 hours from the Insured Person's time of arrival at the Final Destination.

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 full-time 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.

Eligible Expenses mean charges for any of the following travel arrangements which have been booked or reserved prior to departure on a Trip and for which at least 75% of 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 Your Account:

- a) cost of transportation by Common Carrier;
- b) cost of hotel or similar accommodation; and
- c) cost of a package tour (excluding insurance premiums) which has been sold as a unit and includes at least two of the following:
 - transportation by Common Carrier
 - meals
 - car rental
 - tickets or passes for a sporting event, exhibition or other comparable entertainment event
 - hotel or similar accommodation
 - lessons or services of a guide

Emergency means an unforeseen event that occurs after a Trip was booked and makes it necessary to receive immediate treatment from a Doctor or to be hospitalized.

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

Essential Items mean the minimum essential clothing and toiletries, the purchase of which is rendered absolutely necessary and indispensable due to the delay of the Insured Person's Checked Luggage.

Final Destination means the away-from-home ticketed destination for any particular day of travel, as shown on your Ticket.

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 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.

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.

Hospitalization means a stay of at least 48 hours in a Hospital for Emergency and medical treatment which cannot be postponed.

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.

Immediate Family Member means an eligible Cardmember's relative as outlined under the applicable benefit.

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.

Insured Person means eligible persons as outlined under each coverage.

Key Employee means an employee whose continued presence at the Insured Person's place of business is critical to the ongoing affairs of the Insured Person's business during Your Trip.

Legal Business Partner means a person who participates with the Insured Person in the daily management of a shared business and who shares the financial risk of the operation.

Loss means:

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

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.

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 Insured Item or Mobile Device 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.

Occupying means in or upon or boarding or alighting from a Common Carrier.

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 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.

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 *Scotia Momentum* Visa Infinite card is issued by the Policyholder.

Provider means a Canadian wireless service Provider.

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

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.

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 Your Account.

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 Your Account.

Total and Permanent Disability or **Totally and Permanently Disabled** means that the Insured Person is continuously and totally disabled and will, in the opinion of a Doctor, never be able to be gainfully employed in an occupation for which the Insured Person is qualified, or could be qualified, by reason of education, training, experience or skill.

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.

Travelling Companion means a person booked to travel with You and/or Your Spouse on a Trip and who has prepaid accommodations and/or transportation arrangements for the same Trip. Maximum number of Travelling Companions is three (3) persons.

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; items purchased by and/or used for a business or commercial purposes 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 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. 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 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; 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 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 between 8:00 a.m. and 9:00 p.m. Monday through Friday and 8:30 a.m. to 5:00 p.m. on Saturday, EST. 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* Visa Infinite 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* Visa Infinite 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. Mobile Device Insurance

For Mobile Device coverage, Insured Person means the Cardmember.

1. 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.

2. 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.

3. 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 \$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:

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

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

b) Calculation of the maximum reimbursement:

Depreciated value	\$672
Less deductible	<u>- \$100</u>
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, and Limitations and Exclusions set out in this Certificate of Insurance.

4. 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.

5. 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.

6. 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.

7. 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.

D. 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* Visa Infinite card (if arranged in advance,

by booking or reserving the car rental with Your *Scotia Momentum Visa Infinite* card) and by providing an imprint of Your *Scotia Momentum Visa Infinite* 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.

E. Lost Luggage and Delayed Luggage Insurance

For Lost Luggage and Delayed Luggage coverage, Insured Person means the Cardmember and any Immediate Family Member travelling with a Cardmember. Immediate Family Member means the Cardmember's Spouse and eligible Dependent Children.

1. LOST LUGGAGE

- a) Benefits – Lost Luggage coverage provides protection from theft or permanent misdirection of the Checked Luggage by a Common Carrier, provided that the full price of the Insured Person's fare has been charged to an Account. The maximum benefit payable per Trip for all Insured Persons on the same Trip is \$500. Payment is based on the actual 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.
- b) Excluded Items – Lost Luggage does not cover: animals; any conveyance or appurtenances 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;

business items; art objects (such as but not limited to hand-made items, limited editions, original, signature pieces or collectible plates); electronic equipment; luggage not checked; luggage 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.

2. DELAYED LUGGAGE

- a) Benefits – Delayed Luggage coverage reimburses an Insured Person for the cost of replacing Essential Items when Checked Luggage is not delivered within 4 hours from the Insured Person's time of arrival at the Final Destination, provided the full price of the Insured Person's fare has been charged to an Account. The Essential Items must be purchased before the Checked Luggage is returned to the Insured Person and no later than 96 hours after the Insured Person's time of arrival at the Final Destination. The maximum benefit payable per Trip for all Insured Persons on the same Trip is \$500.
- b) Excluded Items – The Delayed Luggage coverage does not cover: losses occurring when Checked Luggage is delayed on an Insured Person's return home to their province or territory of residence in Canada; expenses incurred more than 96 hours after the Insured Person's time of arrival at the Final Destination; expenses incurred after the Checked Luggage is returned to the Insured Person; losses caused by or resulting from any criminal act by the Insured Person; luggage not checked; luggage held, seized, quarantined or destroyed by a customs or government agency; money; securities; credit cards; negotiable instruments; tickets; or documents of any nature whatsoever.

3. END OF COVERAGE

Coverage under Lost Luggage and Delayed Luggage ends on the earliest of:

- a) the date the Account ceases to be in Good Standing; and
- b) 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.

4. HOW TO CLAIM

- a) Filing a Claim – To initiate a claim, the Cardmember must notify the administrator as soon as reasonably possible, but no later than 90 days from the date of loss, 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.
- 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 Lost Luggage – The Cardmember will be required to complete the claim form and MUST include copies of the Ticket, the baggage claim ticket, *Scotia Momentum* Visa Infinite charge slip or transaction confirmation, Account statement, a written statement from the Common Carrier confirming:
- the date, time and details of the loss;
 - payout documentation from the Common Carrier including a copy of the cheque, claim form, a list of items lost and their value; and
 - any other information reasonably required by the administrator to determine coverage eligibility.
- (ii) Proof of Loss for Delayed Luggage – Under the Delayed Luggage coverage, the Cardmember will be required to complete the claim form and MUST include copies of the *Scotia Momentum* Visa Infinite charge slip or transaction confirmation, Account statement, itemized receipts for actual expenses incurred for Essential Items, a written statement from the Common Carrier confirming:
- date and time of delay;
 - date and time that the Checked Luggage was returned to the Insured Person;
 - reason or circumstances surrounding the delay; and
 - any other information reasonably required by the administrator to determine coverage eligibility.

F. Trip Cancellation and Trip Interruption Insurance

For this coverage, Insured Person means a Cardmember and/or a Spouse, and eligible Dependent Children if the cost of the Eligible Expenses for the Trip has been charged to the Account.

Immediate Family Member means a spouse, daughter or son (whether natural, adopted or step-child), grandchild, grandparents, mother, father, step-parent, sister, step-sister, brother, step-brother, parent-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law.

1. ELIGIBILITY

An Insured Person is eligible for Trip Cancellation and Trip Interruption coverage when Eligible Expenses for the Trip are charged to Your Account.

2. TRIP CANCELLATION BENEFITS

If, prior to a scheduled departure, an Insured Person is required to cancel a Trip due to a covered cause for cancellation as described in the section Covered Causes for Cancellation below, You will be reimbursed for any Eligible Expenses which are not refundable or reimbursable in any manner, including through Other Insurance. The amount payable is subject to a maximum limit of \$1,500 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, an Insured Person chooses to reschedule a Trip due to a covered cause for cancellation as described in the section Covered Causes for Cancellation below, You will be reimbursed for any Rescheduling Expenses which are not refundable or reimbursable in any manner, including through Other Insurance. 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 Cancellation (first occurring after Your Trip was booked) mean the following:

Medical Covered Causes for Cancellation:

- a) death of an Insured Person, a Travelling Companion, an Insured Person's Immediate Family Member or a Travelling Companion's Immediate Family Member occurring after the Trip is booked and within 31 days prior to the scheduled Trip departure date;
- b) Accidental Bodily Injury or sudden and unexpected sickness of an Insured Person or Travelling Companion, which did not result from a Pre-existing Condition and which prevents the Insured Person or Travelling Companion from starting the Trip. A Doctor must substantiate in writing that prior to the scheduled Trip departure date, he or she advised the Insured Person or Travelling Companion to cancel the Trip or that the Accidental Bodily Injury or sickness made it impossible for the Insured Person or Travelling Companion to start the Trip;
- c) Hospitalization due to an Accidental Bodily Injury or a sudden and unexpected sickness of an Insured Person's 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 the Insured Person or Travelling Companion prior to booking the Trip;
- d) Hospitalization of an Insured Person's 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 and within 31 days prior to the Trip departure date;
- e) Hospitalization or death of an Insured Person's Legal Business Partner or Key Employee or of a Travelling Companion's Legal Business Partner or Key Employee occurring after the Trip was booked; and
- f) Hospitalization or death of an Insured Person's host or a Travelling Companion's host at destination occurring after the Trip was booked.

Non-Medical Covered Causes for Cancellation:

- a) an enforceable call of an Insured Person to jury duty or sudden and unexpected subpoena of an Insured Person to act as a witness in a court of law requiring the Insured Person's presence in court during the Trip;
- b) a written formal notice issued by the Department of Foreign Affairs and International Trade of the Canadian government after booking Your Trip, advising Canadians not to travel to a country, region or city originally ticketed for the Trip for a period that includes an Insured Person's Trip;
- c) an employment transfer of the Insured Person by the employer with whom the Insured Person was employed on the date the Trip was booked, which transfer requires the relocation of the Insured Person's principal residence within 30 days before the scheduled Trip departure date;
- d) a delay causing an Insured Person to miss a connection for a Common Carrier or resulting in the interruption of an Insured Person's travel arrangements, including the following:
 - (i) delay of an Insured Person's Common Carrier resulting from the mechanical failure of that carrier;
 - (ii) a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report);
 - (iii) weather conditions; or
 - (iv) unexpected or unforeseen earthquake or volcanic eruption.The outright cancellation of Common Carrier travel is not considered a delay. The benefit under this Cause for Cancellation is the Insured Person's one-way economy fare via the most cost-effective route to the Insured Person's next destination;
- e) a natural disaster that renders an Insured Person's principal residence uninhabitable;
- f) an Insured Person's quarantine or hijacking; and
- g) a call to service of an Insured Person by government with respect to reservists, military, police or fire personnel.

As soon as a covered cause for cancellation occurs, the Insured Person must cancel the Trip and 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 within 48 hours of the time the covered cause for cancellation arose.

3. TRIP INTERRUPTION 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 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.

The amount payable is subject to a maximum limit of \$2,000 per Insured Person and \$10,000 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 Interruption mean the following:

Medical Covered Causes for Interruption:

- a) death of an Insured Person, a Travelling Companion, an Insured Person's Immediate Family Member or Travelling Companion's Immediate Family Member during the Trip;
- b) Accidental Bodily Injury or sudden and unexpected sickness of an Insured Person or 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 Doctor, requires immediate medical attention and prevents the Insured Person or Travelling Companion from returning from the Trip on the scheduled return date;
- c) Accidental Bodily Injury or a sudden and unexpected sickness requiring Hospitalization of an Insured Person's 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 the Insured Person or Travelling Companion prior to the Trip departure date;
- d) Hospitalization or death of an Insured Person's Legal Business Partner or Key Employee or a Travelling Companion's Legal Business Partner or Key Employee which occurred during the Trip; and
- e) Hospitalization or death of an Insured Person's host or a Travelling Companion's host at destination which occurred during the Trip.

Non-Medical Covered Causes for Interruption:

- a) a written formal notice issued by the Department of Foreign Affairs and International Trade of the Canadian government during the Trip, advising Canadians not to travel to a country, region or city originally ticketed for the Trip for a period that includes an Insured Person's Trip;
- b) a delay causing an Insured Person to miss a connection for a Common Carrier or resulting in the interruption of an Insured Person's travel arrangements including the following:
 - (i) delay of an Insured Person's Common Carrier resulting from the mechanical failure of that carrier;
 - (ii) a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report);
 - (iii) weather conditions; or
 - (iv) unexpected or unforeseen earthquake or volcanic eruption.

The outright cancellation of Common Carrier travel is not considered a delay. The benefit under this cause for interruption is the Insured Person's one-way economy fare via the most cost-effective route to the Insured Person's next destination;

- c) a natural disaster that renders an Insured Person's principal residence uninhabitable;
- d) An Insured Person's quarantine or hijacking; and
- e) a call to service of an Insured Person by government with respect to reservists, military, police or fire personnel.

As soon as a Cause for Interruption occurs, 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. They will assist You in making the necessary arrangements to return.

4. LIMITATIONS AND EXCLUSIONS

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

- a) cancellation of a Trip for any reason other than a covered cause for cancellation;
- b) interruption of a Trip for any reason other than a covered cause for interruption;
- c) a Pre-existing Condition;
- d) pregnancy, childbirth and/or related complications occurring within 9 weeks of the expected delivery date;
- e) neo-natal care;
- f) intentionally self-inflicted injury, suicide or any attempt thereat;
- g) illness or accidental injury sustained while under the influence of drugs, medication, alcohol or other intoxicants;
- h) participation in a criminal offence;
- i) acts of terrorism, insurrection or war, whether declared or undeclared;
- j) voluntary participation in a riot or civil commotion; or
- k) participation in professional sports, speed contests, dangerous sports or events.

Please note: The Policy will only cover any excess cost over and above the travel rewards provided by any reward or frequent flyer plan. This Policy does not cover the value of the loss of any rewards or frequent flyer plan points.

5. END OF COVERAGE

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

- a) the date the Account ceases to be in Good Standing; and
- b) the date the Insured Person ceases to be eligible for coverage.

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

6. HOW TO 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 **1-800-263-0997** from within Canada and the United States or **416-977-1552** 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) *Scotia Momentum* Visa Infinite Account statement and any other documentation necessary to confirm that the costs of Eligible Expenses were charged to Your Account;
- 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.

G. Flight Delay Insurance

For this coverage, Insured Person means a Cardmember and/or a Spouse, and eligible Dependent Children when travelling with the Cardmember and/or a Spouse.

1. ELIGIBILITY

The Insured Person is eligible for Flight Delay coverage when:

- a) at least 75% of the full cost of the delayed flight ticket was charged to Your Account;
- b) delay of the flight was the result of strike by airline personnel, quarantine, civil commotion, hijack, natural disaster, inclement weather, mechanical breakdown or denied boarding due to overbooking; and
- c) no alternative transportation is made available within 4 hours or more of the scheduled departure time of the original flight.

2. BENEFITS

You will be reimbursed for necessary and reasonable expenses incurred within 48 hours from the scheduled departure time of the original flight with respect to hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items (such as a magazine, paperback book and other such small items) for all Insured Persons travelling on the same Trip. The maximum benefit payable per Insured Person is \$500.

3. LIMITATIONS AND EXCLUSIONS

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

- a) criminal or fraudulent acts of the Insured Person;
- b) war, whether declared or undeclared, civil war, insurrection, rebellion or revolution; or
- c) any warlike act by any government or military force.

4. END OF COVERAGE

Coverage under Flight Delay insurance ends on the earliest of:

- a) the date the Account ceases to be in Good Standing; and
- b) 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.

5. OTHER INSURANCE

This coverage is in excess of all other applicable valid insurance, indemnity, reimbursement or protection available to You in respect of the claim. The Insurer will be liable only for the amount of loss or damage exceeding the amount covered under such Other Insurance, indemnity, reimbursement or protection and for the amount of any applicable deductible, only if all such other coverage has been claimed under and exhausted and subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any Other Insurance, indemnity or protection policies or contracts.

6. HOW TO 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 **1-800-263-0997** from Canada and the United States or **416-977-1552** 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 the *Scotia Momentum* Visa Infinite sales receipt for the plane ticket(s);
- b) a written statement from the airline confirming and detailing the delay;
- c) itemized original receipts for the necessary and reasonable expenses incurred for hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items; and
- d) 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 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.

H. Common Carrier Travel Accident Insurance

For this coverage, Insured Person means a Cardmember and a Spouse and Dependent Children.

1. ELIGIBILITY

The Insured Person is eligible for Common Carrier Travel Accident Insurance coverage when at least 75% of the cost of the Ticket is charged to Your Account.

2. COVERAGE

Benefits are payable when an Insured Person sustains a Loss as a result of occupying a Common Carrier while coverage is in force. Coverage is in force when an Insured Person uses 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.
- 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 the Insured Person is at a travel terminal immediately prior to or following the trip evidenced by the Ticket.

3. BENEFITS

Benefits are payable according to the following schedule:

Amount of Benefit

Loss of:	Cardmember or Spouse	Dependent Children
Life [†]	\$500,000	\$50,000
Total and Permanent Disability ^{††}	\$500,000	\$500,000
Both hands or both feet	\$500,000	\$500,000
One foot or one hand and the entire sight of one eye	\$500,000	\$500,000
Sight of both eyes	\$500,000	\$500,000
One hand and one foot	\$500,000	\$500,000
Speech and hearing	\$500,000	\$500,000
One hand or one foot	\$250,000	\$250,000
Sight of one eye	\$250,000	\$250,000
Speech	\$250,000	\$250,000
Hearing	\$250,000	\$250,000

[†] Loss of life benefits are paid to the beneficiary designated by the Insured Person; if no beneficiary is designated, benefits are paid to the first surviving class in the following order: the Insured Person's spouse; in equal share to the Insured Person's surviving children; in equal share to the Insured Person's surviving parents; in equal shares to the Insured Person's siblings; 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.

If more than one Loss is sustained by an Insured Person, then the total benefit payable from one accident is limited to the greatest amount payable for any one Loss sustained.

In no event does possession of multiple Certificates of Insurance or Accounts entitle an Insured Person to benefits in excess of those stated herein for any one Loss sustained.

4. EXPOSURE AND DISAPPEARANCE

Loss resulting from unavoidable exposure to the elements and arising out of the hazards described above shall be covered to the extent of the benefits afforded the Cardmember.

If the body of the Cardmember has not been found within 1 year of the disappearance, stranding, sinking or wrecking of any vehicle in which the Cardmember was insured hereunder as an occupant, then it shall be presumed, subject to all other terms of the policy, that the Cardmember has suffered Loss of life covered under this policy.

5. LIMITATIONS AND EXCLUSIONS

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

- a) intentionally self-inflicted injuries;
- b) suicide or attempted suicide, whether sane or insane;
- c) illness or disease;
- d) normal pregnancy or resulting childbirth or miscarriages;
- e) bacterial infection except bacterial infection of an accidental bodily injury, or if death results from the accidental ingestion of a substance contaminated by bacteria;
- f) a declared or undeclared war. declared or undeclared war does not include acts of terrorism;
- g) accident occurring while a passenger on, or operating or learning to operate, or serving as a member of the crew of any aircraft except as provided on this Certificate of Insurance.

6. END OF COVERAGE

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

- a) the date the Account ceases to be in Good Standing; and
- b) the date the Insured Person ceases to be eligible for coverage.

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

7. HOW TO CLAIM

In the event of a claim, 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.

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 Insurer a written statement of the nature and extent of the Loss.

Proof of Loss, whether it be a completed claim form or written statement, must be given to the Insurer as soon as reasonably possible. The Insurer, at its expense, has the right to have the Insured Person examined as often as reasonably necessary while a claim is pending. The Insurer may also have an autopsy performed unless prohibited by law.

I. Travel Emergency Medical Insurance

For this coverage, Insured Person means the Cardmember under 65 years of age and/or the Cardmember's Spouse under 65 years of age, who is a resident of Canada and covered by a GHIP, and eligible Dependent Children. *Coverage is provided for the first 15 consecutive days of a Trip.*

1. ELIGIBILITY

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

2. COVERAGE PERIOD

Only the first 15 consecutive days of a Trip are covered under Travel Medical Emergency 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 15 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 15 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 15-day limit 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 15-day limit 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. OPTIONAL EXTENSION OF COVERAGE PROCEDURES

For trips that exceed 15 days.

Coverage may be extended beyond 15 days. 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.

5. 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.

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 7 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.

J. 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 Insurer 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. 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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