

Certificate of Purchase Security, Extended Warranty, Lost Luggage, Delayed Luggage and Hotel/Motel Burglary

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

This Certificate of Insurance is effective when a Cardmember's Account is eligible for coverage anytime after July 1, 2021. This Certificate provides the principal terms, conditions, limitations and exclusions of the provisions of Group Policy No. **BNS749**. The Group Policy alone constitutes the agreement under which benefits will be provided. The Group Policy is underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife) (the Insurer) to The Bank of Nova Scotia (the Policyholder). You or a person making a claim under this Certificate may request a copy of the Group Policy by writing to the Insurer at the address shown below. Please read this Certificate of Insurance carefully and keep it with Your Benefits Guide.

The Insurer's Canadian head office 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.

1. DEFINITIONS

In this Certificate of Insurance, the following words and phrases have the meanings set for the below:

Account means the unexpired, unrevoked ScotiaGold Passport® *for business Visa** Account of a Cardmember.

Cardmember means the primary cardholder under a ScotiaGold Passport *for business Visa* Account and any additional cardholder whose name is embossed on the card. The Cardmember may be referred to as "You" or "Your".

Check In means the moment the Insured Person registers at the Hotel/Motel.

Check Out means the moment the Insured Person vacates the Hotel/Motel room and pays the itemized total cost incurred for the duration of the stay by charging the full cost to the Account.

Checked Luggage means suitcases or other containers specifically designated for carrying personal belongings, for which a luggage 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 for compensation and which undertakes to carry all persons indifferently who may apply for passage, so long as there is room, and there is no legal excuse for refusal.

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

Essential Items means essential clothing and toiletries contained in the Delayed Luggage, which the Insured Person must replace during the period of delay.

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

Hotel/Motel means an establishment located in Canada or the United States that provides lodging for the general public, and usually meals, entertainment, and various personal services.

Immediate Family Member means the Insured Person's spouse and eligible dependent children.

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 any Immediate Family Member.

Manufacturer's Warranty means an express written warranty issued by the manufacturer of the Insured Item at the time of purchase of an Insured Item, which warranty is valid in Canada or the United States.

Mysterious Disappearance means the vanishing of an item which cannot be explained, i.e. there is an absence of evidence of a wrongful act of another person.

Other Insurance means any and all policies of insurance or indemnity which provide additional coverage to a Cardmember for loss or damage covered under the Group Policy and as further defined in Section 9 of this certificate.

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

Ticket means evidence of fare paid for travel on a CommonCarrier, which has been charged to Your Account.

Trip means the scheduled period of travel away from the Insured Person's usual place of residence as

determined by the departure and return dates to their province or territory of residence.

2. PURCHASE SECURITY

- a) **Coverage** – The Purchase Security Plan automatically, without registration, protects most new Insured Items purchased anywhere in the world (provided the full Purchase Price is charged to the Account) by insuring them for ninety (90) days from the date of purchase in the event of loss, theft, damage or fire in excess of Other Insurance. If the item is lost, stolen or damaged, it will be replaced or repaired. Replacement will be up to the original Purchase Price or the replacement price, whichever is less. In the event that the Insured Item cannot be repaired or replaced, the Insurer, at its sole option, may reimburse the Cardmember up to the Purchase Price.
- 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); preowned 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; and mail order items until received and accepted by the Cardmember; and jewellery transported/stored in baggage which is not under the supervision of the Cardmember or Cardmember's travelling companion. In the event baggage containing jewellery is stolen in its entirety while under the supervision of the Cardmember or Cardmember's travelling companion, the maximum coverage is limited to \$2,500 per incident.
- c) **Gifts** – Insured Items the Cardmember gives as gifts are covered under the Purchase Security Plan subject to compliance with the terms and conditions of the coverage offered hereunder.

3. EXTENDED WARRANTY

- a) **Coverage** – The Extended Warranty Plan provides the protected Cardmember with double the period of repair services, up to a maximum of one additional full year, when the full Purchase Price is charged to the Account, in accordance with the terms and conditions of the original Manufacturer's Warranty on most Insured Items purchased

anywhere in the world, provided the Manufacturer's Warranty is honoured in Canada or the United States.

- b) **Registration** – Insured Items with a valid Manufacturer's Warranty of five (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 five (5) years DO NOT require registration. To register warranties of five (5) or more years, the Cardmember must send to the Insurer, legible and complete copies of the store receipt; the ScotiaGold Passport *for business* Visa charge slip; the Manufacturer's Warranty including all wording; a description of the Insured Item including the model and serial number, if applicable.
- c) **Excluded Items** – Extended Warranty does not cover the following items: aircraft and parts and accessories thereof; automobiles, motorboats, motorcycles and any other motorized vehicles and parts and accessories thereof; used items; living plants; trim parts; services; items purchased by and/or used for a business or commercial purpose and commercial gain; dealer and assembler warranties or any other obligation other than those specifically covered under the terms of the original Manufacturer's Warranty.
- d) **Gifts** – Insured Items the Cardmember gives as gifts are covered under the Extended Warranty Plan subject to compliance with the terms and conditions of the coverage offered hereunder.

4. LOST LUGGAGE

- a) **Coverage** – The Lost Luggage Plan protects an Insured Person from theft or permanent misdirection of their Checked Luggage by a Common Carrier, provided that the full price of the Insured Person's fare has been charged to an Account, and that the Common Carrier makes a monetary reimbursement. The benefit amount payable is limited to the lesser of:
- An amount equal to the cash reimbursement made by the Common Carrier to a combined maximum of \$1,250, or
 - the value of the Checked Luggage, whichever is less.
- 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 customs or government agency and where no reimbursement, or a non-monetary (tickets, coupons, travel vouchers) settlement is made by the Common Carrier.

5. DELAYED LUGGAGE

- a) **Coverage** – The Delayed Luggage Plan reimburses an Insured Person for the cost of replacing Essential Items, if the Insured Person's Checked Luggage is not delivered within four (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 ninety-six (96) hours after the Insured Person's time of arrival at the Final Destination. The maximum benefit payable under the Delayed Luggage Plan per Trip for all Insured Persons on the same Trip is \$1,000.
- b) **Excluded Items** – The Delayed Luggage Plan does not cover: losses occurring when Checked Luggage is delayed on a Insured Person's return home to their province or territory of residence; expenses incurred more than ninety-six (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; and documents of any nature whatsoever.

6. HOTEL/MOTEL BURGLARY

- a) **Coverage** – The Hotel/Motel Burglary Plan protects the Insured Person, for the period of time between Check In and Check Out, from theft of most items of personal property from a Hotel/Motel room where there is evidence of forceful entry, ONLY within the territorial limits of Canada and the United States. Coverage is up to a maximum of \$1,000, in excess of Other Insurance and/or payments made by the Hotel/Motel, provided the full cost of the Hotel/Motel room has been charged to the Account.
- b) **Excluded Items** – Hotel/Motel Burglary does not cover: cash; cheques; securities; credit cards and any other negotiable instruments; tickets and documents.

7. ADDITIONAL LIMITS OF LIABILITY AND EXCLUSIONS

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

The Insurer, at its sole option, will ask you to repair, rebuild or replace the Insured Item whether in whole or in part with a similar or like item in quality or kind. The Insurer will reimburse the LESSER of: the cost of repairs; the cost of replacement of the Insured Item or the Purchase Price. In the event that the Insured Item cannot be repaired or replaced, the Insurer, at its sole option, may reimburse the Cardmember up to the Purchase Price.

Claims for items belonging to and purchased as a pair or set will be paid for at the full Purchase Price of the pair or set provided that the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of the pair or set are usable individually, liability will be limited to payment equal to the proportionate part of the Purchase Price that the number of damaged or stolen parts bears to the number of parts in the complete pair or set.

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

8. CLAIMS

- a) **Filing a Claim** – To initiate a claim, the Cardmember must notify the administrator PRIOR to proceeding with any action or repairs and no later than forty-five (45) days from the date of loss or damage, by calling **1-800-263-0997** from within Canada and the U.S.A. or **416-977-1552** locally or collect from other countries. If You would like to file a claim online, please visit www.manulife.ca/scotia.

A Cardmember's failure to give notice to the Insurer within forty-five (45) days from the date of loss or damage may result in denial of the related claim.

- 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) **Loss Report** – Under the Purchase Security, Lost Luggage, Delayed Luggage and Hotel/Motel Burglary Plans, upon notifying the Insurer of the loss, the Cardmember will receive a Loss Report and MUST fully complete, sign and return it to the administrator within ninety (90) days from the date of loss. The Loss Report must include all details relating to the claim together with documents required by the administrator to determine the Cardmember's eligibility for benefits under the Group Policy.
- d) **Purchase Security** – Under the Purchase Security Plan, the Cardmember will be required to complete the Loss Report and MUST include copies of the store receipt, ScotiaGold Passport *for business* Visa card charge slip, and ScotiaGold Passport *for business* Visa statement and police report if obtainable, and if not obtainable, the department, file number, address, contact name on the file and telephone number, and any other information reasonably required by the administrator to determine the Cardmember's eligibility for benefits under the Group Policy.
- e) **Extended Warranty** – Under the Extended Warranty Plan, a Loss Report is NOT mailed to the Cardmember. Upon notifying the Insurer of the damage and PRIOR to proceeding with any repairs, a Cardmember MUST substantiate proof of purchase and coverage eligibility under the Group Policy by submitting ORIGINAL copies of the store receipt, ScotiaGold Passport *for business* Visa charge slip and/or ScotiaGold Passport *for business* Visa statement and Manufacturer's Warranty including a signed letter detailing the description of the Insured Item by brand, model and serial number (if applicable) and the facts giving rise to the claim. Upon receipt of the completed documentation, if the claim is eligible for coverage under the Group Policy, the administrator will provide a notice to the Cardmember containing an authorization to proceed with the necessary repairs and the particulars of the repair facility designated to complete the necessary repairs.

- f) **Lost Luggage** – Under the Lost Luggage Plan, the Cardmember will be required to complete the Loss Report and MUST include copies of the Common Carrier ticket, the baggage claim ticket, ScotiaGold Passport *for business* Visa charge slip and/or ScotiaGold Passport *for business* Visa statement, a written statement from the Common Carrier confirming i) the date, time and details of loss, ii) payout documentation from the Common Carrier including a copy of the cheque, claim form, a list of items lost and their value and iii) any other information reasonably required by the administrator to determine coverage eligibility.
- g) **Delayed Luggage** – Under the Delayed Luggage Plan, the Cardmember will be required to complete the Loss Report and MUST include the ScotiaGold Passport *for business* Visa card charge slip and/or ScotiaGold Passport *for business* Visa statement. In addition, the Cardmember will be required to submit itemized receipts for actual expenses incurred for Essential Items and a written statement from the Common Carrier confirming all of the following specifics: i) date and time of delay; ii) date and time that the Checked Luggage was returned to the Insured Person; iii) reason or circumstances surrounding the delay; and iv) any other information reasonably required by the administrator.
- h) **Hotel/Motel Burglary** – Under the Hotel/Motel Burglary Plan, the Cardmember will be required to complete the Loss Report and MUST include copies of the ScotiaGold Passport *for business* Visa charge slip and/or ScotiaGold Passport *for business* Visa statement, a written statement from the Hotel/Motel confirming the date, time and details of the loss, police report if obtainable, and if not obtainable, the department, file number, address, contact name on the file, and telephone number, payout documentation from Other Insurance carrier if applicable, and any other information reasonably required by the administrator to determine coverage eligibility.

9. OTHER INSURANCE

Where an Insured Person has Other Insurance, the loss or damage MUST be reported to the primary carrier in addition to filing with the administrator, and copies of the payout documents from the Other Insurance carrier must be provided to the administrator. If the loss or damage is not covered under the Other Insurance, a letter from the Other Insurance carrier so indicating may be required. **The insurance extended under the Group Policy by the Insurer is issued strictly as excess coverage and does not apply as contributing insurance. The coverage extended**

under the Group Policy will reimburse the Cardmember only to the extent a permitted claim exceeds coverage and payment under Other Insurance, regardless of whether the Other Insurance contains provisions purporting to make its coverage non-contributory or excess. The Group Policy also provides coverage for the amount of the deductible under Other Insurance.

10. 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.

11. BENEFITS CARDMEMBER ONLY

This protection shall inure ONLY to the benefit of the Cardmember. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits.

12. DUE DILIGENCE

The Cardmember shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected. The Insurer will not unreasonably apply this provision to avoid claims under the Group Policy. Where damage or loss is due to a malicious act, burglary, robbery, theft or attempt thereat, or is suspected to be so caused, the Cardmember shall give immediate notice thereof to the police or other authorities having jurisdiction. The administrator will require evidence of such notice prior to settlement of a claim.

13. FALSE CLAIM

If a Cardmember makes any claim knowing it to be false or fraudulent in any respect, such Cardmember shall no longer be entitled neither to the benefit of protection of coverage under the Group Policy nor to the payment of any claim made under the Group Policy.

14. 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.

15. IF YOU HAVE A CONCERN OF 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

16. PRIVACY

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

Certificate of Common Carrier Travel Accident Insurance

Amended and Restated: July 1, 2021

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 effective July 1, 2021, and is provided to eligible ScotiaGold Passport® *for business* Visa* Cardmembers by The Manufacturers Life Insurance Company (Manulife) (hereinafter referred to as the "Insurer") under Group Policy No. **BNS749** (hereinafter referred to as the "Policy") issued by the Insurer to The Bank of Nova Scotia (hereinafter referred to as the "Policyholder"). You, or a person making a claim under this Certificate may request a copy of the Policy by writing to the Insurer at the address shown below.

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.

Claim payment and administrative services under the Policy are arranged by the 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. The Insurer's Canadian head office is located at 250 Bloor St. East, Toronto, Ontario M4W 1E5.

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

1. DEFINITIONS

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 unexpired, unrevoked ScotiaGold Passport *for business* Visa account of a Cardmember.

Cardmember means the primary cardholder under a ScotiaGold Passport *for business* Visa Account and any additional cardholder whose name is embossed on the card. The Cardmember may be referred to as "You" or "Your".

Common Carrier means any land, air or water conveyance which is licensed to carry passengers for compensation or hire or reward and which undertakes to carry all persons indifferently who may apply for passage, so long as there is room and there is no legal excuse for refusal.

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.

Insured Person means a Cardmember and his/her Spouse and Dependent Children when their fare is charged to Your Account.

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.

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

Spouse means the person who is legally married to you or the person who has been living with you for a continuous period of at least one year and is publicly represented as Your spouse.

Ticket means evidence of fare paid for travel on a Common Carrier, at least 75% of the cost of 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 licensed physician, 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.

2. BENEFIT

The Policy provides benefits to Insured Persons according to the following schedule:

Accidental Loss of:	Amount of Benefit	
	Cardmember or Spouse	Dependent Child(ren)
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 not designated they 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 of the described Losses is sustained by an Insured Person, then the total benefit payable from one accident is limited to the greatest amount payable for any one of the Losses sustained.

In no event does possession of multiple certificates or ScotiaGold Passport *for business* Visa Accounts entitle an Insured Person to benefits in excess of those stated herein for any one Loss sustained.

3. 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.
- d) 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.

4. TERMINATION OF INSURANCE

This coverage terminates on the earliest of the following:

- a) When coverage is no longer in force as described above.
- b) When your Account is closed.
- c) When the Policy is cancelled.

5. 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 one 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.

6. EXCLUSIONS AND LIMITATIONS

The Policy does not cover 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.

7. MAKING A CLAIM

In the event of a claim, notify the administrator by calling **1-800-263-0997**. If You would like to file a claim online, please visit www.manulife.ca/scotia. 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 claim forms for providing Proof of Loss are not received within 15 days of giving notice of the claim, Proof of Loss may be provided by giving the administrator a written statement of the nature and extent of the Loss.

Proof of Loss, whether it be a complete claim form or otherwise, must be given to the administrator 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.

8. 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.

9. 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

10. PRIVACY

Manulife is committed to protecting your privacy and the confidentiality of your personal information.

Manulife's Privacy Policy is located at www.manulife.ca. We will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate. To protect the confidentiality of your personal information, we will establish a financial services file

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

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Certificate of Rental Car Collision/ Loss Damage Insurance

Amended and Restated: July 1, 2021

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

This Certificate of Insurance is effective July 1, 2021 and provides a summary of the principal provisions of Group Policy **No. BNS749** which alone constitutes the agreement under which benefits will be provided. The Group Policy is underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife) (the Insurer) to The Bank of Nova Scotia (the Policyholder). You or a person making a claim under this Certificate of Insurance may request a copy of the Group Policy and/or a copy of your application for this insurance (if applicable) by writing to the Insurer at the address shown below. Please read this Certificate of Insurance carefully, keep it with Your Benefits Guide and carry it with You when You travel. Claims payment and administrative services under this Group Policy are arranged 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.

The Insurer's Canadian head office is located at 250 Bloor St. E. Toronto, Ontario M4W 1E5.

1. DEFINITIONS

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

Account means the up-to-date, unexpired and unrevoked ScotiaGold Passport® *for business* Visa* (referred herein as ScotiaGold Passport *for business* Visa) account of a Cardmember.

Car Sharing means a car rental club that provides its members with 24-hour access to a fleet of cars parked in a convenient location.

Cardmember means the primary cardholder under a ScotiaGold Passport *for business* Visa Account and any additional cardholder whose name is embossed on the card. The Cardmember is referred to as "You" and "Your".

Insured Person means an eligible 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.

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

Tax-free car means 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. The ScotiaGold Passport *for business* Visa Rental Car Collision/Loss Damage Insurance program will not provide coverage for Tax-free cars.

2. ELIGIBILITY

You are eligible for ScotiaGold Passport *for business* Visa Rental Car Collision/Loss Damage (CLD) Insurance coverage 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 ScotiaGold Passport *for business* Visa card (if arranged in advance, by booking or reserving the car rental with Your ScotiaGold Passport *for business* Visa) and by providing a ScotiaGold Passport *for business* Visa imprint at the time You take possession of the car, and
- 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 either:
 - i) charge the entire cost of the car rental to Your Account; or

- ii) if You are a ScotiaGold Passport *for business* Visa Cardmember, use Your Scotia Rewards® points to pay for all or part of the rental, provided that if Your Scotia Rewards points do not pay for the entire cost of the car rental the remaining cost must be charged to Your ScotiaGold Passport *for business* Visa 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 length of time You rent the vehicle 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 countries, or regions of countries, (e.g. Australia, New Zealand, Costa Rica, and the states of New York and Illinois) the law requires the rental agencies to provide CDW in the price of the car rental. In these locations, ScotiaGold Passport *for business* Visa CLD Insurance will provide coverage of any deductible that may apply, provided all the procedures outlined in this Certificate have been followed and You have waived the rental agency's Deductible Waiver. No Collision Loss Damage Waiver premiums charged by rental agencies will be reimbursed under the Group Policy.

Notes:

- Rental vehicles which are part of pre-paid travel packages are eligible for ScotiaGold Passport *for business* Visa CLD Insurance if the total package was charged to Your Account and all other eligibility requirements were met.
- Rental vehicles which are part of a Car Sharing program are eligible for ScotiaGold Passport *for business* Visa CLD Insurance if the full cost of each rental of a vehicle (per use and mileage charges) was charged to Your Account and all other eligibility requirements were met.
- "Free rentals" are also eligible for ScotiaGold Passport *for business* Visa 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(s) 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).

3. BENEFITS

ScotiaGold Passport *for business* Visa 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).

4. TYPES OF VEHICLES COVERED

All cars, sports utility vehicles and "mini-vans" are covered, except those vehicles excluded under section 5 below.

A mini-van is defined as an automobile classified as a "mini-van" by the manufacturer or a government authority and designed to transport a maximum of eight persons including the driver, and used exclusively for transportation of the passengers and their luggage.

5. TYPES OF VEHICLES NOT COVERED

Vehicles which belong to the following categories are NOT covered:

- Vans, other than mini-vans as described above.
- Trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck.
- Off-road vehicles - meaning any vehicle used on roads that are not publicly maintained roads unless used to enter and exit private property.
- Motorcycles, mopeds, or motorbikes.
- Campers, trailers or recreational vehicles.
- Vehicles not licensed for road use.
- Mini-buses or buses.
- Antique cars (cars which are over 20 years old or have not been manufactured for 10 years or more).
- Any vehicle which is either wholly or in part hand made, hand finished or has a limited production of under 2,500 vehicles per year.

- Any vehicle with a Manufacturer's Suggested Retail Price (MSRP) excluding all taxes, over sixty-five thousand dollars (\$65,000) Canadian, at the time and place of loss.
- Tax-free cars.
- Vehicles towing or propelling trailers or any other object.
- Exotic cars such as those listed below, or a car similar to those listed below:
 - Ferrari, Morgan,
 - Aston Martin, Porsche,
 - Bentley, Jensen,
 - Rolls-Royce, Lamborghini,
 - Sterling, Daimler,
 - Lotus, TVR,
 - Maserati, Excalibur.

6. LIMITATIONS AND EXCLUSIONS

ScotiaGold Passport *for business* Visa CLD Insurance does NOT include coverage for:

- A replacement vehicle for which Your personal automobile insurance or the repair shop is covering all or part of the cost of the rental.
- Loss or theft of personal belongings in the vehicle.
- Third party liability (injury to anyone or anything inside or outside the vehicle).
- Expenses assumed, paid or payable by the rental agency or its insurers.
- Damage/loss arising directly or indirectly from:
 - Operation of the vehicle by any driver other than an insured Person.
 - Operation of the vehicle on other than regularly maintained roads.
 - Alcohol intoxication and/or the use of narcotic drugs by the driver.
 - Any dishonest, fraudulent or criminal act committed by the Cardmember and/or any authorized driver.
 - Operation of the rental vehicle contrary to the terms of the rental agreement/contract.
 - Wear and tear, gradual deterioration, or mechanical breakdown of the vehicle.
 - Road damage to tires unless in conjunction with an insured cause.
 - Insects or vermin, inherent vice or damage.
 - War, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combatting, or defending against such action.

- Seizure or destruction under quarantine or customer regulations, confiscation by order of any government or public authority.
- Transportation of contraband, or illegal trade.
- Transportation of property or passengers for hire.
- Nuclear reaction, radiation or radioactive contamination.

7. COVERAGE TERMINATION

Coverage under the Group Policy ends at the earliest of:

- a) The time the rental agency reassumes control of the rental vehicle, whether at its place of business or elsewhere.
- b) Your Account privileges are suspended, revoked or otherwise terminated.
- c) The Group Policy is cancelled.

8. IN THE EVENT OF AN ACCIDENT/THEFT

You must report a claim to the administrator as soon as possible, and certainly within 48 hours of the damage or theft having occurred. Call **1-800-263-0997** from Canada and the United States, or **416-977-1552** collect from elsewhere in the world. If you would like to file a claim online, please visit:

www.manulife.ca/scotia

A customer service representative will take down some preliminary information, answer any questions You may have, and send You a claim form. You will be required to submit a completed claim form and to provide documentation to substantiate Your claim, including the following:

- A copy of the driver's licence of the person who was driving the car at the time of the accident.
- A copy of the loss/damage report You completed with the rental agency.
- A copy of a police report.
- A copy of Your ScotiaGold Passport *for business* Visa card sales draft, and Your statement of Account.
- A copy of the front and back of the car rental agreement.
- A copy of the itemized repair estimate, final itemized repair bill and parts invoices.
- A copy of any receipt(s) for repairs for which You may have paid.
- If Loss of Use is charged, a copy of the rental agency's daily utilization log from the date the car was not available for rental, to the date the car became available to rent.

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

9. GENERAL CONDITIONS

- a) If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the benefits of this coverage, nor to the payment of any claim made under the Group Policy.
- b) You must use due diligence and do all things necessary to avoid or reduce any loss or damage to a rental car protected by the Group Policy. The administrator will not unreasonably apply this requirement to avoid payment claims.
- c) The Insurer will be entitled, at its own expense, to sue third parties in an Insured Person's name. You will provide all the assistance as may reasonably be required, including the execution of all documents necessary to enable the Insurer to do so.
- d) 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.
- e) **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
- f) **Privacy**
Manulife is committed to protecting your privacy and the confidentiality of your personal information. Manulife's Privacy Policy is located at www.manulife.ca. We will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate. To protect the confidentiality of your personal information, we will establish a financial services file from which your information will be used to administer services and process claims. Access to this file will be restricted to Manulife employees, mandatories, administrators or agents who are responsible for the assessment and investigation of claims, and to any other persons you authorize or as authorized by law. These people, organizations and service providers may be in jurisdictions outside

Canada, and subject to the laws of those foreign jurisdictions. Your file is secured in Manulife's offices or those of our Administrator, Global Excel Management. You may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, 500 King Street North, P.O. Box 1602, Waterloo, ON N2J 4C6.

Visit www.manulife.ca/privacy-policies.html for further details on our privacy policy.

10. 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. The Group Policy only covers loss or damage to the rental vehicle as stipulated therein.

- 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 ScotiaGold Passport *for business* Visa 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 ScotiaGold Passport *for business* Visa 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.
- c) If the vehicle sustains damage of any kind, immediately phone the administrator at one of the numbers provided. Advise the rental agent that You have reported the claim and provide the administrator's address and phone number.

Do not sign a blank sales draft to cover the damage and Loss of Use charges.

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Flight Delay Certificate of Insurance

Amended and Restated: July 1, 2021

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

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

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

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

The Insurer's Canadian head office is located at 250 Bloor St. E. Toronto, Ontario M4W 1E5.

Claim payment and administrative services are arranged by the administrator. Manulife has appointed Active Claims Management (2018) Inc., Operating as "Active Care Management", "ACM", "Global Excel Management" and/or "Global Excel" as the provider of all assistance and claims services under this Policy.

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

1. DEFINITIONS

Account means the ScotiaGold Passport *for business* Visa 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 who is also issued a ScotiaGold Passport *for business* Visa card and whose name is

embossed on the card. Cardmember may also be referred to herein using "You" and "Your".

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.

Dollars and "\$" means Canadian dollars.

Essential Items mean the minimum essential clothing and toiletries, the purchase of which is rendered absolutely necessary and indispensable due to the delay of Your checked luggage.

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

Insured Person means a Cardmember and, where specified, his or her Spouse and each Dependent Child and certain other eligible persons as outlined under the applicable benefit.

Primary Cardmember means the principal applicant for an Account who is a natural person, resident in Canada and is issued a ScotiaGold Passport *for business* VISA card by the Policyholder.

ScotiaGold Passport *for business* VISA card means the ScotiaGold Passport *for business* VISA card issued by the Policyholder.

Spouse means the Cardmember's legal husband or wife, or the person with whom the Cardmember has lived and publicly represented as his or her Spouse for at least one continuous year.

Trip means a scheduled period of time during which an Insured Person is away from his or her province or territory of residence in Canada

2. FLIGHT DELAY INSURANCE

For this benefit, Insured Person means the Cardmember, his or her Spouse and Dependent Child(ren) while travelling with the Cardmember or Spouse.

Benefits

The Insurer will reimburse the Cardmember for all Insured Persons travelling on the same Trip if the confirmed scheduled flight departure from any airport is delayed by four (4) hours or more, for necessary and

reasonable expenses incurred with respect to hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items (such as a magazine, paperback book and other such small items) within 48 hours of the delay or denied boarding, to a maximum of \$500 per Insured Person on the same Trip, provided that:

- (i) at least 75% of the full cost of the delayed flight was charged to Your Account on or after the effective date and/or paid with *Scotia Rewards* points;
- (ii) no alternative transportation is made available to the Cardmember within four (4) hours of the scheduled departure time of the original flight;
- (iii) 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
- (iv) the Cardmember provides the required proof of loss to the Insurer, including plane ticket(s) or the ScotiaGold Passport *for business* Visa sales receipt for the plane ticket(s), a written statement from the airline confirming and detailing the delay and itemized original receipts with respect to the necessary and reasonable expenses incurred for hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items.

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 over 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.

Limitations and Exclusions

The Insurer does not cover loss caused by or resulting from:

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

How to Claim

In the event of a claim, contact the administrator at **1-800-263-0997** from Canada and the United States, or **416-977-1552** locally or collect from elsewhere in

the world. If You would like to file a claim online, please visit www.manulife.ca/scotia.

3. GENERAL PROVISIONS AND STATUTORY CONDITIONS

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

Due Diligence

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

Notice and Proof of Claim

Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these insurance benefits, notify the administrator. You will then be sent a claim form.

Written notice of claim must be given to the administrator as soon as reasonably possible after the occurrence or commencement of any loss covered by the Policy, but in all events, provided within 90 days from the date of such loss. Written notice given by or on behalf of the claimant or the beneficiary, with information sufficient to identify the Cardmember, shall be deemed notice of claim.

The completed claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within one year from the date on which the loss occurred.

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

Payment of Claim

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

Subrogation

Following payment of an Insured Person's claim for loss, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss, and shall be entitled, at its own expense, to sue in the Insured Person's name. The Insured Person shall give the Insurer all such assistance as is reasonably required to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured Person.

Termination of Insurance

Coverage ends on the earliest of:

- (i) the date Your Account is cancelled, closed or ceases to be in Good Standing;
- (ii) the date the Insured Person ceases to be eligible for coverage; and
- (iii) the date the Policy terminates. No losses incurred after the Policy termination date will be paid, unless otherwise specified.

False Claim

If You make any claim knowing it to be false or fraudulent in any respect, You shall no longer be entitled to the benefits of this insurance nor to the payment of any claim under the Policy.

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.

If You Have a Concern or Complaint

If You have a concern or complaint about Your coverage, please call the administrator at **1-800-263-0997** or the Policyholder at **1-800-472-6842**. The administrator will do its best to resolve Your concern or complaint. If for some reason the administrator is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may also obtain detailed information for the Insurer's resolution process and the external recourse either by calling the administrator at the number listed above or at:

www.manulife.ca/personal/support/contact-us/resolve-a-complaint.html

Privacy

Manulife is committed to protecting your privacy and the confidentiality of your personal information. Manulife's Privacy Policy is located at www.manulife.ca. We will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate. To protect the confidentiality of your personal information, we will establish a financial services file from which your information will be used to administer services and process claims. Access to this file will be restricted to Manulife employees, mandatories, administrators or agents who are responsible for the assessment and investigation of claims, and to any other persons you authorize or as authorized by law. These people, organizations and service providers may be in jurisdictions outside Canada, and subject to the laws of those foreign jurisdictions. Your file is secured in Manulife's offices or those of our Administrator, Global Excel Management. 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.