

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*[®] VISA* Account of a Cardmember.

Cardmember means the primary cardholder under a *ScotiaGold Passport 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 (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 (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 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 Common Carrier, 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; items purchased by and/or used for a business or commercial purpose and commercial gain 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 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**. 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 administrator 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* VISA card charge slip, and *ScotiaGold Passport* 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 administrator 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* VISA charge slip and/or *ScotiaGold Passport* 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 VISA* card charge slip and/or *ScotiaGold Passport 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 VISA* card charge slip and/or *ScotiaGold Passport 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 Insurer.
- 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 VISA* charge slip and/or *ScotiaGold Passport 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.

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Certificate of Common Carrier Travel Accident Insurance

Amended and Restated Effective 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*[®] 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").

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 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.

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 VISA* account of a Cardmember.

Cardmember means the primary applicant for a *ScotiaGold Passport 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.

Dollars and \$ means Canadian dollars.

Insured Person means a Cardmember and his/her Spouse and Dependent Children when their fare is charged to Your Account and/or paid with *Scotia Rewards* points.

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 the Primary Cardmember or the person who has been living with the Primary Cardmember for a continuous period of at least one year and is publicly represented as the Primary Cardmember's 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 and/or paid with *Scotia Rewards* points.

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 Children
Life [†]	\$250,000	\$ 25,000
Total and Permanent Disability ^{††}	\$250,000	\$250,000
Both hands or both feet	\$250,000	\$250,000
One foot or one hand and the entire sight of one eye	\$250,000	\$250,000
Sight of both eyes	\$250,000	\$250,000
One hand and one foot	\$250,000	\$250,000
Speech and hearing	\$250,000	\$250,000
One hand or one foot	\$125,000	\$125,000
Sight of one eye	\$125,000	\$125,000
Speech	\$125,000	\$125,000
Hearing	\$125,000	\$125,000

[†] 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 \$500,000 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 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 possible, notice should be given within 90 days of the occurrence of a Loss. If You would like to file a claim online, please visit www.manulife.ca/scotia.

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 administrator, 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, mandatorys, 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 Travel Emergency Medical Insurance

AMENDED AND RESTATED: Effective July 1, 2021

IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL

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

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

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

This Certificate of Insurance contains a clause which may limit the amount payable. Additionally, this Certificate of Insurance contains a provision removing or restricting the right of the Insured Person to designate persons to whom or for whose benefit insurance money is payable.

For Trips of 25 days or less for people under 65 years of age.

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*[®] VISA^{*} Cardmembers. Travel Emergency Medical Insurance is underwritten 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").

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 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 Cardmember's *ScotiaGold Passport* VISA Account which must be in Good Standing with the Policyholder.

Cardmember means any Cardmember under a *ScotiaGold Passport* VISA Account. The Cardmember may be referred to as "You" or "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.

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

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

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

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

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

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

Insured Person means an eligible Cardmember under 65 years of age and/or his or her Spouse under 65 years of age and eligible Dependent Children.

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 medical evidence indicates that the Insured Person is able to return to his or her Canadian province or territory of residence.

Network means the network of Hospitals, Doctors and other medical providers with which the administrator has entered into an agreement to provide Emergency Medical Treatment under the Policy.

Pre-Existing Condition means any medical condition for which symptoms appeared or for which an Insured Person 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 180 days prior to the Trip departure date.

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.

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.

ScotiaGold Passport VISA Travel Extension Coverage means coverage purchased by You directly through the Insurer, which extends the period of travel covered under the definition of "Trip".

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 one year and is publicly represented as the Cardmember's Spouse.

Trip means travel outside of Your province or territory of residence in Canada for a period of 25 consecutive days or less.

2. ELIGIBILITY

For this coverage, the Cardmember and/or his or her Spouse who is under 65 years of age, a resident of Canada and covered by a GHIP, and Dependent Children are eligible for *ScotiaGold Passport VISA* Travel Emergency Medical Insurance coverage, provided that Your Account is in Good Standing.

3. BENEFITS

In the event of a Medical Emergency, Reasonable and Customary charges for Emergency Medical Treatment will be paid, less any amount payable by or reimbursable under a GHIP, any group or individual health plans or insurance policies. Benefits are limited to \$1,000,000 for each Insured Person, subject to the Limitations and Exclusions. The following expenses are eligible for reimbursement:

Hospital Accommodation & Medical Expenses

Doctor Charges for Emergency Medical Treatment.

Private Duty Nursing when prescribed by a Doctor.

Diagnostic Services including laboratory tests, 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 Your home province or territory in Canada (when approved and arranged by the administrator) because 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 U.S.A.

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 wheel chairs.

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 Your home province or territory 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, a parent, child, brother or sister when the Insured Person is hospitalized and expected to remain so for three (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, and no-charge Scotia Travel Medical Insurance coverage 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 Your place of residence in Canada, or in the case of a rented vehicle, to the nearest appropriate rental location, when You are unable to return the vehicle as a result of a Medical Emergency.

Car Accident Assistance when 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 three (3) days immediately following 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 his or her home province or territory in Canada.

4. MEDICAL EMERGENCY PROCEDURES

When a Medical Emergency occurs, You must contact the administrator without delay. See Section 5 for coverage Limitations.

24-hour assistance is available by calling:

From Canada and the U.S.A	1 800 263-0997
From other countries (collect)	416-977-1552

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.

5. LIMITATIONS

Failure to notify the administrator immediately following a Medical Emergency, or as soon as possible under the circumstances, will limit the benefits payable under this certificate 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 Your 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.

6. EXCLUSIONS

There is no coverage for any person 65 years of age or older under this Policy, including where the 65th birthday occurs during a Trip. Further, no benefits are payable for any expenses incurred directly or indirectly as a result of:

- a) any Pre-existing Medical Condition as defined;
- 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 nine weeks of the expected delivery date;
- f) neo-natal care;
- g) participation in a criminal offense;
- h) intentionally 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;
- m) participation in professional sports, speed contests, dangerous sports or events including recreational scuba diving (unless You hold a basic scuba designation from a certified school or licensing body); or
- n) any part of any period of travel more than 25 days unless *ScotiaGold Passport VISA Travel Extension Coverage* has been purchased prior to departure from Your province or territory of residence in Canada. *ScotiaGold Passport VISA Travel Extension Coverage* extends coverage to a maximum of 45 days.

7. EXTENSION OF COVERAGE PROCEDURES FOR TRIPS THAT EXCEED 25 DAYS

Coverage may be extended beyond 25 days. To purchase *ScotiaGold Passport VISA Travel Extension Coverage* call the Insurer **toll-free at 1-877-222-7342** from within Canada prior to the Insured Person's departure from his or her province or territory of residence.

The premium for the *ScotiaGold Passport VISA* Travel Extension Coverage must be charged to Your *ScotiaGold Passport VISA* card and must be paid in full by You prior to Your Trip departure date.

CAUTIONS:

- a) You are responsible for reviewing the confirmation of coverage sent to You upon enrolment in *ScotiaGold Passport VISA* Travel Extension Coverage and notifying the administrator immediately of any inaccuracies.

8. AUTOMATIC EXTENSION OF COVERAGE

Coverage will be automatically extended for up to three (3) days following the end of a Medical Emergency.

In addition, Travel Emergency Medical Insurance coverage will also be automatically extended beyond the 25 day limit if *ScotiaGold Passport VISA* Travel Extension Coverage has been purchased) for up to three (3) days if an Insured Person's return to his or her 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) a delayed return as a result of an accident or the mechanical breakdown of an Insured Person's personal vehicle.

9. CLAIM PROCEDURES

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 his or her GHIP, other health plans or insurers and return it to the administrator within thirty (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 5 for Limitations on benefit payments).

In the event of a claim, You will be required to submit a completed claim form and provide documentation to substantiate the claim, including the following:

- Original, itemized medical invoices.
- Original prescription receipts.

- Date of birth.
- A photocopy of the Insured Person's GHIP (Health) card.
- Name, address and phone number of employer.
- Proof of Your departure and/or return date (i.e. copy of tickets/receipts/prepaid accommodation invoice/gas receipts).
- Name, address and policy numbers for all other insurance coverage You and the Insured Person may have, including group/individual health insurance and credit card coverage.
- Signed authorization to obtain any further required information.

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

Claim forms can be obtained by calling the administrator at **1 800 263-0997** from Canada and the United States or **416-977-1552** locally or collect from other countries.

10. 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:

Notice and Proof of Claim: Immediately after learning of a loss or an occurrence which may lead to a loss covered under the Policy, notify the administrator by calling **1 800 263-0997** from within Canada and the U.S.A., or by calling **416-977-1552** locally, or collect from other countries. The claimant will then be sent a claim form.

Written notice of claim must be given to the Insurer as soon as reasonably possible after the occurrence or commencement of any loss covered under the Policy, but in no event later than ninety (90) days from the date of such occurrence or commencement. 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 furnished to the administrator as soon as reasonably possible, but in no event later than one (1) year from the date on which the loss occurred.

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

Subrogation: Following payment of an Insured Person's claim for loss or damage under the Policy, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the

Insured Person against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the Insured Person's name. The Insured Person shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured Person.

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

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

No benefits will be paid under the Policy for losses incurred after coverage has terminated.

Legal Action: Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*, *Limitations Act* or other applicable legislation in Your province or territory.

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

Access to Medical Care: The Insurer, the Policyholder and the administrator are not responsible for the availability, quality or results of any medical treatment or transport, or for the failure of an Insured Person to obtain medical treatment.

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, mandatorys, 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 Rental Car Collision/ Loss Damage Insurance

Amended and Restated Effective July 1, 2021

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

This Certificate of Insurance is effective July 1, 2021 and provides a summary of the principal provisions of Group Policy No. **BNS749** (hereinafter referred to as the "Policy") 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 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, and carry it with You when You travel.

Claims payment and administrative services under this 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*[®] VISA* (referred herein as *ScotiaGold VISA*) account of a Cardmember.

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.

Cardmember means the primary cardholder under a *ScotiaGold 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 Rental Car Collision/Loss Damage Insurance program will not provide coverage for Tax-free cars.

2. ELIGIBILITY

You are eligible for Rental Car Collision/Loss Damage Insurance (CLD) 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* VISA card (if arranged in advance, by booking or reserving the car rental with Your *ScotiaGold* VISA) and by providing a *ScotiaGold* 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) 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 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, the law requires the rental agencies to provide CDW 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 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 were 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 mileage charges) was charged to Your Account and all other eligibility requirements were met. Some Car Sharing plans will include CDW/LDW in their membership fee. If Your Car Sharing membership includes CDW/LDW, then CLD insurance under this Policy will only provide coverage for any deductible You may be held responsible for, provided all the 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(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

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, TYR,
 - Maserati, Excalibur.

6. 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.
- e) 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.
 - Tires or damage to tires, unless part of a covered loss.
 - 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 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 Policy is cancelled.

8. IN THE EVENT OF AN ACCIDENT/THEFT

You must report a claim as soon as possible, and certainly within 48 hours of the damage or theft having occurred. Call the administrator at

1-800-263-0997 from Canada and the United States, or 416-977-1552 collect from elsewhere in the world.

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* 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.

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

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 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 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 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 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.
- 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 phone number.

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