

## TRAVEL ACCIDENT INSURANCE CERTIFICATE

Underwritten by The Manufacturers Life Insurance Company (“**Manulife**” or the “**Insurer**”).

The Insurer’s Canadian Head Office: 250 Bloor St. E. Toronto, Ontario M4W 1E5.

POLICY NUMBER BNS750 (the “**Policy**”) issued to THE BANK OF NOVA SCOTIA, (“**Scotiabank**” or the “**Policyholder**”).

**EFFECTIVE DATE OF THIS CERTIFICATE: December 1, 2021**

This Travel Accident Insurance Certificate (the “**Certificate**”) applies to the following Scotiabank Visa\* Commercial Cards and Scotiabank Visa\* Business Cards:

Scotiabank Visa\* Commercial Card - Travel Card (Canadian Dollar)  
(Cards beginning with 448421)

Scotiabank Visa\* Commercial Card - Travel Card (U.S. Dollar)  
(Cards beginning with 448506)

Scotiabank Visa\* Commercial Card - Central Travel Account (Canadian Dollar)  
(Beginning with 448421)

Scotiabank Visa\* Commercial Card - Central Travel Account (U.S. Dollar)  
(Beginning with 448506)

Scotiabank Visa\* Business Card - Gold (Canadian Dollar)  
(Cards beginning with 453750)

Scotiabank Visa\* Business Card - Gold (U.S. Dollar)  
(Cards beginning with 453776)

This Certificate contains the provisions relating to the coverage and payment of loss that are contained within the Policy provided by the Insurer to Scotiabank. Coverage may terminate or be changed at any time in accordance with the Individual Terminations Section under the Additional Provisions section. You are insured under and subject to all provisions, definitions, limitations, conditions and exclusions of this Certificate.

This Certificate replaces any and all certificates previously issued to you with respect to the Policy.

IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. IF YOU HAVE QUESTIONS, CALL:  
**1-833-389-1090.**

This Certificate contains a clause which may limit the amount payable. Additionally, this Certificate 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 is effective December 1<sup>st</sup>, 2021 and is furnished to you, the Cardholder. The Insurer CERTIFIES THAT: having issued Policy No. BNS750 (the “**Policy**”), the Cardholder of a Card is eligible for coverage under the Policy. A Cardholder shall be covered whenever his/her transportation fare for a Trip on a Common Carrier has been charged to the Cardholder's account prior to any Injury resulting in loss, for which a claim is made, under the Policy. Any such Trip shall herein be considered a covered Trip for the Cardholder.

The terms, conditions and provisions of the Policy are summarized in this Certificate, 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 may request a copy of the Policy by writing to the Insurer at 250 Bloor St. E. Toronto, Ontario M4W 1E5.

This Certificate of Insurance contains information about your insurance. Please read it carefully and keep it in a safe place.

Claim payment and administrative services are provided by the administrator<sup>†</sup>.

Refer to the Definitions section for the meanings of all capitalized terms.

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## DEFINITIONS

**"Accident"** means any bodily Injury, certified by a physician, due to sudden and unforeseen external causes resulting directly and independently of any other cause.

**"Card"** means the following Scotiabank Visa\* Commercial and Scotiabank Visa\* Business Cards: Commercial Card - Travel Card (Canadian Dollar); Commercial Card - Travel Card (U.S. Dollar); Commercial Card - Central Travel Account (Canadian Dollar); Commercial Card - Central Travel Account (U.S. Dollar); Scotia Visa Business Card - Gold (Canadian Dollar); Scotia Visa Business Card - Gold (U.S. Dollar).

**"Cardholder"** means a Company employee who is a Permanent Resident of Canada and a holder of a valid Card issued in Canada by the Policyholder or who is authorized under their Card cardholder agreement with the Policyholder to charge and fully pay for the specific Trip insured to such Card.

**"Central Travel Account"** is an account number identified by a company coordinator to assist designated users (defined as individuals authorized by the company) or departments with booking group or business travel. The company coordinator's name and "CTA" must be in fields Card line 1 or 2 of the CTA Card account. The account profile must also identify the account as a Card operating under a travel or a travel/purchase combined program.

**"Common Carrier"** means any land, air or water conveyance for regular passenger service, which is licensed to transport passengers for compensation or hire.

**"Company"** means a customer who has signed an agreement with the Policyholder accepting all debt under the Card.

**"Hospital"** means a facility licensed as a hospital under legislation in effect in the country where it is located.

**"Injury"** means bodily Injury to the Insured Person caused by an Accident occurring while this Certificate is in force. This Injury is the basis of claim and results directly and independently of all other causes, provided it is sustained under the circumstances and in the manner described in the section titled "Coverage A."

**"Insured Person"** means the Cardholder eligible for insurance.

**"Member of the Immediate Family"** means the Spouse, parents, children, brothers, sisters or grandparents of the Cardholder.

**"Permanent Resident"** means a person who resides in Canada for at least 6 months of the year. However, individuals otherwise eligible for coverage who are members of the Canadian Foreign Service need not satisfy this requirement.

**"Spouse"** means either:

- a) the individual to whom the Cardholder is legally married, or
- b) a person who cohabits on a continuous basis with the Cardholder in a relationship of a conjugal nature which has been publicly recognized as such for at least one year.

**"Trip"** means travel away from the Cardholder's residence. The travel cost must have been paid with the Card or via points earned under an airline points program. If only a partial payment is made under such program, the balance must be paid by the Card to be effective. Additionally, any related administrative fees, taxes, or any other charges related to the airline points program must be charged to the Card.

## **COVERAGE A**

The hazards covered under the Policy are Injuries sustained during a Trip by an Insured Person while and as a result of:

1. a) an Accident which occurs while the Cardholder is riding as a passenger in or on, boarding or alighting from a Common Carrier which is providing the transportation for his/her covered Trip, or  
b) being struck by such Common Carrier, or  
c) an Accident which occurs while the Cardholder is riding as a passenger in or on, boarding or alighting from a Common Carrier which is providing alternate transportation:
    - i. which was a covered Trip for the Cardholder, and
    - ii. which was delayed or re-routed, requiring the carrier which would have operated the Common Carrier to arrange for such alternate transportation, or
  - d) being struck by a conveyance providing alternate transportation such as described above.
2. an Accident which occurs while the Cardholder is riding as a passenger in a Common Carrier (limited to ground transportation only) when the Cardholder is going directly to or from the passenger terminal for the purpose of boarding or disembarking from a Common Carrier providing transportation for the

Insured Person's covered Trip. The fare for such Common Carrier travel need not be charged to the Card.

- an Accident sustained by the Cardholder while he/she is at or on any passenger terminal immediately before or immediately after his/her covered Trip.

It is expressly understood and agreed that unless specifically stated otherwise, coverage under the Policy is valid only if the Cardholder's fare for a Trip on a Common Carrier has been charged to the Card prior to any Injury resulting in a loss for which a claim is made under the Policy. Any such Trip shall herein be considered a covered Trip for the Cardholder.

**BENEFITS**

Principal Sum  
\$500,000

The benefits payable under the Policy are in the currency of the Card (Canadian dollars or U.S. dollars).

**SPECIFIC LOSS ACCIDENT INDEMNITY**

When Injury results in any of the following losses within 365 days of the date of the Accident, the Insurer will pay:

For Loss of

Life	Principal Sum
Both hands or both feet	Principal Sum
Total sight in both eyes	Principal Sum
One hand and one foot	Principal Sum
One hand or one foot and total sight in one eye	Principal Sum
Speech and hearing	Principal Sum
One leg or one arm	Three Fourths of the Principal Sum
One hand or one foot	Two Thirds of the Principal Sum
Speech or hearing	Two Thirds of the Principal Sum
Total sight in one eye	Two Thirds of the Principal Sum
Thumb and index finger of the same hand	One Third of the Principal Sum
One finger or one toe	One Tenth of the Principal Sum

For Total Paralysis of

Both upper and lower limbs (quadriplegia)	Principal Sum
Both lower limbs (paraplegia)	Principal Sum
Upper and lower limbs of one side of the body (hemiplegia)	Principal Sum

**"Loss"** of a hand or a foot means the total and irrevocable loss of use, including the wrist joint and the ankle joint; with regard to eyes, total and irrecoverable loss of sight; with regard to a leg or an arm, the total and irrevocable loss of use through or above the knee or elbow joint; loss of a thumb and index finger means the total and irrevocable loss of use, including all phalanges, but excluding the loss of the hand or foot; with regard to speech and hearing, total and irrecoverable loss; loss of a finger or a toe means the total and irrevocable loss of use, including all phalanges, but excluding the loss of the hand or foot; with regard to paralysis (quadriplegia, paraplegia, hemiplegia), loss must result in the complete and irreversible paralysis of such limbs.

Benefits will not be paid while the Insured Person is in a coma.

## **EXPOSURE AND DISAPPEARANCE**

When, by reason of an Accident covered by the Policy, the Cardholder is unavoidably exposed to the elements and as a result of such exposure, suffers a loss for which indemnity is otherwise payable under the Policy, such loss will be covered under the terms of the Policy.

If the body of the Cardholder has not been found within one year of the disappearance, sinking, or wrecking of the Common Carrier in which the Cardholder was riding at the time of the Accident, it will be presumed that the Cardholder suffered loss of life resulting from bodily Injury caused by an Accident at the time of such disappearance, sinking or wrecking.

## **EXCLUSIONS**

The Policy does not cover any loss, fatal or non-fatal, caused by or related to:

- 1) self-inflicted Injuries, while sane or insane;
- 2) an insurrection, war or act of war, whether declared or not;
- 3) a participation in a criminal offence or a riot;
- 4) active full-time service in the armed forces of any country;
- 5) riding as a pilot, operator or crew member in any aircraft or as a passenger in any aircraft except as a fare-paying passenger aboard an aircraft having a current and valid certificate of airworthiness and piloted by a person who then holds a current and valid pilot's licence of a rating authorizing him/her to pilot such aircraft;
- 6) an Accident which occurs while the Cardholder was riding aboard a commercial vehicle as the driver, pilot or crew member;
- 7) death or loss of use resulting directly or indirectly from drug or alcohol abuse, or use of narcotics;
- 8) when death or loss of use occurs more than 52 weeks after the Accident, unless the Cardholder is in a coma at the end of that period; the Insurer will determine which benefits the Cardholder is entitled to, if applicable, when the Cardholder regains consciousness.

## **COVERAGE B**

### **REHABILITATION**

When Injuries result in a payment being made under the "Specific Loss Accident Indemnity" (Coverage A), an additional amount will be paid as follows:

The reasonable and necessary expenses actually incurred up to a limit of \$2,500 for special training of the Cardholder provided:

- a) such training is required because of such Injuries, and in order for the Cardholder to be qualified to engage in an occupation in which he/she would not have been engaged except for such Injuries;
- b) expenses be incurred within two (2) years from the date of the Accident.

No payment will be made for ordinary living, travelling or clothing expenses.

## **COVERAGE C**

### **FAMILY TRANSPORTATION BENEFIT**

When an Cardholder is confined as an inpatient in a Hospital for Injuries that result in a payable loss under the Policy and requires the personal attendance of a Member of the Immediate Family as recommended by the attending physician, or where due to accidental death covered under the Policy, requires the attendance of a Member of the Immediate Family, the Insurer will pay for the expenses incurred by the Member of the Immediate Family for transportation by the most direct route by a licensed Common Carrier to the confined Cardholder, but not to exceed an amount of \$1,000.

## **ADDITIONAL PROVISIONS**

### **INDIVIDUAL TERMINATION**

Coverage will automatically terminate on the earliest of the following:

- 1) the date the Cardholder's account is cancelled;
- 2) the date the Cardholder's Card privileges are otherwise terminated;
- 3) the date the Policy is cancelled by the Insurer or the Policyholder. However, such termination of coverage shall not apply to fares charged to the Cardholder's account prior to the termination date of the Policy.

## **CLAIMS**

Written notice of a claim must be given to the Insurer, at the address below, within 30 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as reasonably possible but in all events, written notice must be given to the Insurer with 1 year after the occurrence or commencement of any loss. Indemnities payable for any loss will be paid upon receipt of due written proof of such loss.

Manulife  
c/o Global Excel Management  
P.O. Box 1237, Stn. A  
Windsor, ON N9A 6P8

Alternatively, documentation can be submitted online by visiting [www.manulife.ca/scotia](http://www.manulife.ca/scotia) or by calling the administrator<sup>+</sup> at:

**1-833-389-1090 (toll free) in Canada and the Continental USA.  
(519) 945-1813 outside Canada and the Continental USA (call collect).**

## **EXAMINATION AND AUTOPSY**

The Insurer, at its own expense, shall have the right and opportunity to examine the person of any Cardholder whose Injury is the basis of a claim hereunder when and so often as it may reasonably require during pendency of a claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

## **PAYMENT OF CLAIMS**

All moneys payable under the Policy are payable in the currency of the Card (Canadian dollars or U.S. dollars). Benefits for loss of life of a Cardholder will be paid to the Cardholder's estate. Benefits for all other covered losses sustained by a Cardholder will be paid to the Cardholder, if living, otherwise to the Cardholder's estate.

## **LEGAL ACTIONS**

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of sixty days after the written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of three years after the time written proof of loss has been furnished.

## **MAXIMUM INDEMNITY PER INSURED PERSON**

No person is eligible for coverage under more than one Certificate of insurance or insurance policy issued by the Insurer providing insurance coverage similar to that provided by this Certificate of insurance. In the event that an Insured Person is covered under more than one such Certificate or policy, such person shall be deemed to be insured only under the Certificate or policy which affords that person the greatest amount of insurance coverage.

The indemnity provided under the section «Specific Loss Accident Indemnity» for all losses sustained by any one (1) Insured Person as the result of any one (1) Accident will not exceed the Principal Sum stipulated in the section "Benefits".

The benefits, conditions and limitations are a summary of some of the provisions of the master Policy; however, they are not part of the Policy and are not terms of the insurance contract. This Certificate replaces any prior Certificate that may have been furnished in connection with the Policy.

## **INQUIRIES**

Should you have any questions or if you require additional information, please contact the administrator\* at these numbers:

**1-833-389-1090 (toll free) in Canada and the Continental USA.  
(519) 945-1813 outside Canada and the Continental USA (call collect).**

### **Privacy Statement:**

Manulife is committed to protecting your privacy and the confidentiality of your personal information. Manulife's Privacy Policy is located at [www.manulife.ca](http://www.manulife.ca). Manulife 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, Manulife 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](http://www.manulife.ca/privacy-policies.html) for further details on our privacy policy.

\*Visa Int./Licensed User The Bank of Nova Scotia

+The Manufacturers Life Insurance Company (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 certificate.