

## **Travel Insurance Certificate (Flight Delay, Checked Baggage Delay, Hotel/Motel Burglary and Lost Luggage)**

Underwritten by First North American Insurance Company (the "Insurer"). The Insurer is a wholly owned subsidiary of The Manufacturers Life Insurance Company ("Manulife").

The Insurer's Canadian Head Office: 250 Bloor St. E. Toronto, Ontario M4W 1E5  
POLICY NUMBER BNS750 (the "Policy") issued to BANK OF NOVA SCOTIA, and its participating subsidiaries ("Scotiabank").

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

This Certificate applies to the following U.S. dollar Scotiabank Visa\* Business Card:

Scotiabank Visa\* Business Card – U.S. dollar (Gold)

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 Termination of Coverage Section under General Conditions and Provisions. You are insured under and subject to all provisions, definitions, limitations, conditions and exclusions of this certificate of insurance.

You or a claimant under the Policy may, on request to the Insurer, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law.

This certificate replaces any and all certificates previously issued to You with respect to the Policy.

### **IMPORTANT - PLEASE READ CAREFULLY:**

To find out and confirm what the current coverage is under this program, or if you have any questions concerning the detail included herein, they should be directed to the administrator\* at 1-833-389-1090 in Canada and the United States, or collect at (519) 945-1813. You may also report Your Claim or for any questions visit [www.manulife.ca/scotia](http://www.manulife.ca/scotia).

### **DEFINITIONS**

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears. To help understand this document, some key words have been defined:

**"Aggregate Limit"** means the maximum amount that will be paid as a result of any covered occurrence. If the total amount claimed as a result of any one covered occurrence exceeds the Aggregate Limit, the amounts paid to You will be pro-rated based upon the amount claimed by You.

**"Burglary"** means the taking of or damage to personal property as a result of felonious entry into the hotel/motel premises for which there are visible signs of forced entry.

**"Cardholder"** means a person who is a holder of a valid U.S. dollar Scotiabank Visa\* Business Card issued in Canada by the Bank of Nova Scotia or who is authorized under their Scotiabank Visa\* Business Card Cardholder Agreement with Scotiabank to charge and fully pay for the specific Trip insured to such U.S.

dollar Scotiabank Visa\* Business Card.

**"Claim"** means a verbal and/or written request by You for payment in respect of any loss which is covered under the program.

**"Claim Payment"** means a payment made by the Insurer in respect of a Claim.

**"Coverage Period"** means a period of time not to exceed thirty (30) days spent by an Eligible Person on a Trip. Such a Trip commences at the time You leave Your residence or regular place of employment, whichever last occurs, and continues until such time as You return to Your residence or regular place of employment, whichever occurs first. For there to be coverage under this insurance, the duration of Your Trip must be more than one (1) day but must not exceed thirty (30) days in total. Trips of one (1) day or under or that exceed thirty (30) days are not covered.

**"Daily Basis"** means the remainder of time left in any day of the week, ending at 12:00 am (midnight) of the same day.

**"Deplaning"** means exiting from the aircraft once it has arrived at the scheduled destination point.

**"Eligible Person"** means You and while living in the same household, Your spouse or any person under twenty-one (21) in Your care, who's airline ticket and/or accommodation was fully charged to the U.S. dollar Scotiabank Visa\* Business Card, are also considered an Eligible Person. The Eligible Person is referred to as "You" and "Your".

**"Essential Clothing"** means the minimum basic clothing that is absolutely necessary and indispensable due to the delay of luggage under the circumstances.

**"Full Fare"** means (100%) of the entire flight costs for You.

**"Sundry Items"** means items such as toiletries, a magazine, a paperback book and other small item purchases.

**"Trip"** means a journey for the specific purpose of business undertaken by You, which begins on Your date of departure from their residence and ends when You return to Your residence, provided the journey falls within the Coverage Period.

## **DESCRIPTION OF BENEFITS**

To claim for benefits the Full Fare for the Eligible Person(s) flight must have been charged by You to the U.S. dollar Scotiabank Visa\* Business Card. All amounts referred to in this certificate are in U.S. dollars.

### **PART 1 – FLIGHT DELAY**

If during the Coverage Period the Eligible Person's confirmed scheduled departure from any airport is delayed for four (4) hours or more, or the Eligible Person is denied boarding of the aircraft due to overbooking and no alternative transportation is made available to the Eligible Person within four (4) hours of the scheduled departure time of the original flight, the Insurer will pay the Eligible Person's necessary and reasonable expenses incurred within forty-eight (48) hours of the delay or denied boarding with respect to hotel accommodations, restaurant meals, refreshments, and other Sundry Items. Further should an Eligible Person miss a confirmed onward connecting flight due to the delay of the Eligible Person's

incoming flight and no alternative onward transportation is made available within four (4) hours of Deplaning, the Insurer will pay for the Eligible Person's necessary and reasonable expenses incurred within forty eight (48) hours of Deplaning with respect to hotel accommodation, restaurant meals, refreshments and other Sundry Items. **The maximum payable under this benefit for any one occurrence is \$500.00.**

#### **PART 2 – DELAY OF CHECKED IN BAGGAGE**

If during the Coverage Period the Eligible Person's accompanying checked-in baggage, which was in the custody of a scheduled airline or charter airline, is not delivered to the Eligible Person within six (6) hours of the Eligible Person's arrival at the scheduled flight destination point, the Insurer will pay for the Eligible Person's immediate necessary and reasonable emergency expenses incurred on a Daily Basis with respect to emergency purchases of Essential Clothing and other Sundry Items, provided such expenses are incurred within four (4) days of their arrival at the scheduled destination point and prior to the return of such baggage. This benefit does not apply to lost or delayed baggage on the last leg of the return portion of the Trip. **The Aggregate Limit payable for any one Trip is \$500.**

#### **PART 3 – HOTEL/MOTEL BURGLARY**

If during the Coverage Period You have reserved or booked and fully paid for the hotel/motel room with such U.S. dollar Scotiabank Visa\* Business Card and suffer a loss due to Burglary into the hotel/motel room while registered as a guest of a hotel/motel, the Insurer will reimburse the Eligible Person for the loss of personal items (excluding cash) upon receipt of due proof of loss. **The maximum payable for any one occurrence is \$2,500.**

#### **PART 4 - LOST OR STOLEN LUGGAGE**

During the Coverage Period, the Insurer will cover the Eligible Person for loss or theft to their accompanying owned or borrowed baggage and personal effects used for the Eligible Person's adornment or personal use (hereinafter referred to as "property"), while on a Trip anywhere in the world subject to an **Aggregate Limit payable for any one Trip of \$2,000.**

#### **Limitation of Coverage**

Of the \$2,000 Aggregate Limit of coverage, no more than \$250 will apply to jewellery, no more than \$250 to cameras and camera equipment, golf clubs and/or golf bags combined, regardless of the number of persons insured by this certificate.

#### **Settlement**

The Insurer will pay the lower of the following amounts:

- (a) the actual replacement cost of the property at the time of damage or loss;
- (b) the amount for which the property could be replaced with property of like kind and quality if an identical replacement cannot be reasonably obtained;
- (c) the actual cash value of the item of property at the time of loss should it not be replaced;
- (d) the amount for which the property could be repaired to its condition prior to the damage; or
- (e) the maximum benefit applicable under the certificate.

## **PART 5 - EXCLUSIONS**

This certificate does not cover loss or damage caused by or contributed to by:

- a) any intentional or criminal acts, any fraudulent or willfully false statements of the Eligible Person; or
- b) delay of the flight as a result of strike by airline personnel, quarantine, hijack, natural disaster, inclement weather, mechanical breakdown; or
- c) civil commotion, war, whether declared or undeclared, civil war, insurrection, rebellion or revolution; or
- d) any warlike act by any government or military force; or
- e) loss or damage to baggage where such baggage has not been checked within the minimum guidelines published by the airline or where insufficient time has been allotted for legally connecting flights according to airline regulations; or
- f) loss or damage outside the Coverage Period; or
- g) confiscation by order of any government or civil authority; or
- h) theft of unaccompanied baggage, baggage in an unattended vehicle which is not locked in the trunk or locked from sight or baggage shipped under any freight contract or that is sent through the mail;

Nor does this certificate cover loss or damage to:

- i) animals, watercraft, vehicles or trailers of any kind (including their equipment and contents), contact lenses, eyeglasses, hearing aids, artificial teeth and prostheses, medical equipment and/or appliances, sporting equipment or non-prescription sunglasses;
- j) money, bank notes, bullion, securities, bonds, debentures, tickets or documents of any kind;
- k) china, glass, fragile or brittle articles, statuary, paintings, objects d'art, antiques, household effects or furnishings;
- l) personal computers, computer equipment and accessories and the cost of gathering or assembling information or data;
- m) books, tools, instruments or other items pertaining to a business, profession or occupation; or cellular phones;
- n) jewellery and cameras and camera equipment while in the custody of an airline or Common Carrier.

## **PART 6 - GENERAL CONDITIONS AND PROVISIONS**

### **When Coverage Ends:**

The Eligible Person's coverage will end at the earliest of the following:

- a) The date the U.S. dollar Scotiabank Visa\* Business Card is cancelled;
- b) The date the U.S. dollar Scotiabank Visa\* Business Card is past due under the credit card agreement;
- c) The date on which this Policy terminates or is terminated by Scotiabank or the date on which this Policy is cancelled by the Insurer for non-payment of premiums or the date on which the premium is ninety (90) days past due, except that coverage in effect at the time of such termination or cancellation will be continued on outstanding Trips until the Eligible Person returns to their residence;
- d) When You cease to fall within the Definition(s) of You or Eligible Person as stated in this certificate.

### **Proof of Loss:**

**INITIAL NOTICE.** Initial notice of a Claim must be given to the administrator<sup>+</sup> by telephone within forty-eight

(48) hours after the occurrence or commencement of any loss covered by this certificate or as soon thereafter as is reasonably possible, to the following telephone number:

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

Or visit [www.manulife.ca/scotia](http://www.manulife.ca/scotia) to give Your initial notice of Claim online.

**WRITTEN PROOF.** Written proof of loss, must be furnished to the administrator<sup>+</sup>, its agents, or any authorized claims agent of the administrator<sup>+</sup> within thirty (30) days from the date of loss, to the following address:

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

Alternatively, You can submit Your documentation online by visiting [www.manulife.ca/scotia](http://www.manulife.ca/scotia).

Written proof of loss may include but may not be limited to:

- a) plane ticket(s), or a charge slip for the plane ticket(s);
- b) a written statement from the airline confirming and detailing the flight delay or the baggage delay/loss;
- c) itemized original receipts with respect to the necessary and reasonable expenses incurred with respect to emergency purchases of Essential Clothing, restaurant meals, refreshments, Sundry Items and hotel accommodations;
- d) information regarding any other payment received.

The administrator<sup>+</sup> will provide, if necessary, any forms for filing of loss within fifteen (15) days of receiving notice of any Claims. If You have not received the promised forms within a fifteen (15) day period, they shall be deemed to have complied with the requirements of the certificate as to Proof of Loss by submitting, within thirty (30) days of the occurrence or loss the documents specified above under "Written Proof".

In case of an occurrence or loss covered by this certificate You must comply with the following requirements. Failure by You to comply with these conditions shall invalidate any Claim under the Policy.

- (a) Notify the administrator<sup>+</sup> as provided above;
- (b) Provide, within thirty (30) days from the date of loss, a detailed signed Proof of Loss and/or the documents specified above under "Written Proof";
- (c) Produce pertinent records needed to verify the Claim and its amounts and permit copies of such records to be made if needed.

**LEGAL ACTIONS.** No legal action for a Claim can be brought against the Insurer until sixty (60) days after the Insurer receives proof of loss. No legal action for a Claim can be brought against the Insurer more than one (1) year after the time for giving proof of loss.

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 (or other applicable legislation) in Your Province of residence.

**OTHER INSURANCE.** This protection is in excess of any applicable, valid and collectible insurance or indemnity available to You. The Insurer will be liable only for the excess of the amount of loss over the amount covered by the Common Carrier or other insurance or indemnity and for the amount of any applicable deductible, after all other insurance or indemnity has been exhausted.

Insurance provided by this Policy will not apply as contributory insurance and this “non-contribution” shall prevail despite any “non-contribution” provision in other insurance or indemnity policies or contracts.

**PAYMENT OF CLAIM.** Any Claim for damage covered under the certificate will be adjusted and Claim Payment made when satisfactory proof of loss is provided to the administrator<sup>†</sup>. Claim Payment shall be paid as soon as possible, but no later than five (5) working days after an acceptable proof of loss is presented to the administrator<sup>†</sup>. Claims are valid only if You were covered under the Policy at the time of loss. All Claims will be paid in U.S. dollars.

**SUBROGATION.** To the extent the Insurer pays for a loss suffered by You, the Insurer will take over the rights and remedies You had relating to the loss. This is known as subrogation. You must help the Insurer preserve their rights against those responsible for the Insurer’s loss. This may involve signing any papers and taking any other steps the Insurer may reasonably require. If the Insurer takes over Your rights, You must sign an appropriate subrogation form supplied by the Insurer. Any payment the Insurer makes in good faith will discharge the Insurer’s liability to the extent of the Claim.

#### **YOUR PRIVACY ON THIS INSURANCE**

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 the administrator, Global Excel Management, Inc. You may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, 500 King Street North, P.O. Box 1602, Waterloo, ON N2J 4C6. Visit [www.manulife.ca/privacy-policies.html](http://www.manulife.ca/privacy-policies.html) for further details on our privacy policy.

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

<sup>†</sup>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 policy.