

CERTIFICATE OF INSURANCE

AMENDED AND RESTATED EFFECTIVE DATE: MAY 1, 2014

This Certificate of Insurance contains information about your Coverage. 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 coverages outlined in this Certificate of Insurance are provided to eligible **Scotiabank®* Platinum American Express® Card** cardmembers. American Bankers Insurance Company of Florida is the underwriter of the Trip Cancellation, Trip Interruption, Flight Delay, Rental Car Collision/Loss Damage, Purchase Security, Extended Warranty, Lost Luggage, Delayed Luggage and Hotel/Motel Burglary Insurance under Group Policy No. **BNS112000**; American Bankers Life Assurance Company of Florida is the underwriter of the Travel Emergency Medical Insurance (except for travel in Cuba) and Common Carrier Travel Accident Insurance under Group Policy No. **BNS122000**; and Zurich Insurance Company Ltd is the underwriter of the Travel Emergency Medical Insurance for travel in Cuba under Group Policy No. **8697199**. Each insurer is hereinafter referred to individually or collectively as the "Insurer", as appropriate, and each Group Policy is hereinafter referred to individually or collectively as the "Policy", as appropriate. The Policy is issued by the Insurer to The Bank of Nova Scotia (hereinafter referred to as the "Policyholder"). Price Protection Service is a service provided by American Bankers Insurance Company of Florida and included in the Policy. The above insurance coverages and service are hereinafter collectively referred to as the "Coverage."

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.

American Bankers Life Assurance Company of Florida and American Bankers Insurance Company of Florida's Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario, M2N 7E9. Zurich Insurance Company Ltd's Canadian head office is located at 100 King Street West, Suite 5500, Toronto, Ontario, M5X 1C9.

Claim payment and administrative services are provided by *Scotia Assist*.

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

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DEFINITIONS

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

Accidental Bodily Injury means an accidental bodily injury which is the direct source of a Loss, and is independent of disease, bodily infirmity or other cause.

Account means the Primary Cardmember's **Scotiabank Platinum American Express Card** Account which must be in Good Standing with the Policyholder.

Cardmember means the Primary Cardmember and, unless otherwise specified, Cardmember also includes any supplemental Cardmember who is a natural person resident in Canada to whom a Scotiabank Platinum American Express Card is issued and whose name is embossed on the card. The Cardmember may be referred to as "You" or "Your".

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

Cause(s) for Cancellation means any one of the medical or non-medical covered causes for cancellation identified under the Trip Cancellation Benefits section of this Certificate.

Cause(s) for Interruption means any one of the medical or non-medical covered causes for interruption identified under the Trip Interruption Benefits section of this Certificate.

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 baggage claim check has been issued to the Insured Person by a Common Carrier.

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

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

Dependent Children means Your unmarried natural, adopted or step-children who are dependent on You for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full-time attendance at a recognized institution of higher learning in Canada.

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

Dollars and \$ means Canadian dollars.

Eligible Expenses mean charges for any of the following travel arrangements which have been booked or reserved prior to departure on a Trip and for which at least 75% of all costs (including deposits and pre-

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payments, but excluding the cost of additional insurance You may obtain from Your travel supplier) has been charged to Your Account and/or Your *Scotia Rewards* points:

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

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

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

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

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

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

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

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

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 an Insured Person's Spouse, daughter or son (whether natural, adopted or step-child), grandchild, grandparents, mother, father, step-parent, sister, step-sister, brother, step-brother, parent-in-law, daughter-in-law, son-in-law, sister-in-law and brother-in-law.

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 and/or paid with *Scotia Rewards* points.

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Insured Person means an eligible Cardmember and, where specified, certain other eligible persons as outlined under the applicable benefit.

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

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

Loss 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.

Manufacturer's Warranty means an express written warranty valid in Canada or the United States and issued by the original manufacturer of the Insured Item at the time of purchase, excluding any extended warranty offered by the manufacturer or any third party.

Medical Condition means any illness, injury or symptom, whether diagnosed or not.

Medical Emergency means an unforeseen illness or accidental injury which occurs during a Trip and which requires immediate medical care or treatment from a Doctor. A Medical Emergency ends when the illness or accidental injury has been treated such that the Insured Person's condition has stabilized. Treatment provided when medical evidence indicates that an Insured Person could delay treatment or return to Canada for such treatment, is not considered a Medical Emergency and is not covered.

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.

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

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

Pre-existing Condition means any Medical Condition for which symptoms appeared or for which an Insured Person or an Insured Person's Immediate Family Member or a Travelling Companion or a Travelling Companion's Immediate Family Member sought the attention of a Doctor, had investigated, diagnosed or treated, had treatment or further investigation recommended, or for which medication was prescribed or altered, in the case where the person is under 75 years of age, in the 180 days prior to and in the case where the person is 75 years of age or older, in the 365 days prior to:

- a) the date the Trip was booked for Trip Cancellation and Trip Interruption insurance; and
- b) the Trip departure date for Travel Emergency Medical insurance.

Age will be measured as of the date of departure for this purpose.

For Travel Emergency Medical insurance, a Pre-existing Condition does not include a Medical Condition which is controlled by the consistent use of medications prescribed by a Doctor, provided that, during the 180-day period or 365-day period, as applicable, 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.

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Primary Cardmember means the principal applicant for an Account who is a natural person resident in Canada to whom a Scotiabank Platinum American Express Card is issued by the Policyholder.

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

Reasonable and Customary Charges means charges which do not exceed the general level of charges made by other providers of similar standing in the locality or geographical area where the charges are incurred, when furnishing comparable treatment, services or supplies for a similar Medical Emergency.

Rescheduling Expenses mean the additional charges associated with Eligible Expenses, including administrative and change fees, which result from rescheduling a Trip, prior to departure, and which have been charged to Your Account and/or Your *Scotia Rewards* points.

Scotia Assist means the administrator for claim payment and administrative services arranged by the Insurer. The administrator for Travel Emergency Medical Insurance is World Travel Protection Canada Inc., and for all other insurance, the Insurer.

Spouse means Your legal wife or husband or the person with whom You have lived and publicly represented as Your Spouse for at least one continuous year.

Ticket means evidence of fare paid for travel on a Common Carrier, 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.

Travelling Companion means a person booked to travel with You and/or Your Spouse on a Trip and who has prepaid accommodations and/or transportation arrangements for the same Trip.

Trip means a scheduled period of time during which an Insured Person is away from his or her province or territory of residence in Canada, as determined by the departure and return dates. For Travel Emergency Medical coverage, an eligible Trip is further limited in duration, as specified under Travel Emergency Medical Insurance.

TRAVEL EMERGENCY MEDICAL INSURANCE

Coverage is provided for the first 31 consecutive days for Insured Persons under 65 years of age and for the first 10 consecutive days for Insured Persons 65 years of age or older. This coverage is underwritten by American Bankers Life Assurance Company of Florida, except for travel in Cuba, which is underwritten by Zurich Insurance Company Ltd.

Eligibility

For this coverage, the Primary Cardmember and/or his or her Spouse who is a resident of Canada and covered by a GHIP, is eligible for Travel Emergency Medical coverage, provided that the Account is in Good Standing. The Primary Cardmember's Dependent Children are only eligible for benefits when travelling with the Primary Cardmember and/or the Primary Cardmember's Spouse on a Trip.

Coverage Period

Coverage Period For Insured Persons under age 65 (on the Trip departure date)

For the Travel Emergency Medical benefit, only the first 31 consecutive days of a Trip, as determined by the originally scheduled departure and return dates, will be covered. **There is no coverage for that portion of a Trip which extends beyond the first 31 consecutive days under this Certificate of Insurance.** In the event of a claim, proof of scheduled Trip duration will be required.

Coverage begins at 12:01 a.m. on the date the Insured Person leaves his or her province or territory of residence in Canada on a Trip. Coverage will terminate on the earliest of the following:

- a) the date the Insured Person returns to his or her province or territory of residence in Canada;
- b) the date the Account is cancelled, closed or ceases to be in Good Standing;
- c) the date the Insured Person has been absent for more than 31 consecutive days (including the day of departure and day of return) from his or her province or territory of residence in Canada;
- d) the date the Insured Person ceases to be eligible for coverage (for Dependent Children, see the Definitions section for age limits); or
- e) the date the Policy terminates.

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

Coverage Period For Insured Persons age 65 or older (on the Trip departure date)

For the Travel Emergency Medical benefit, only the first 10 consecutive days of a Trip, as determined by the originally scheduled departure and return dates, will be covered. **There is no coverage for that portion of a Trip which extends beyond the first 10 consecutive days under this Certificate of Insurance.** In the event of a claim, proof of scheduled Trip duration will be required.

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Coverage begins at 12:01 a.m. on the date the Insured Person leaves his or her province or territory of residence in Canada on a Trip. Coverage will terminate on the earliest of the following:

- a) the date the Insured Person returns to his or her province or territory of residence in Canada;
- b) the date the Account is cancelled, closed or ceases to be in Good Standing;
- c) the date the Insured Person has been absent for more than 10 consecutive days (including the day of departure and day of return) from his or her province or territory of residence in Canada;
- d) the date the Insured Person ceases to be eligible for coverage (for Dependent Children, see the Definitions section for age limits); or
- e) the date the Policy terminates.

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

Automatic Extension of Coverage

Coverage will be automatically extended beyond the 31-day limit for Insured Persons under 65 years of age or beyond the 10-day limit for Insured Persons 65 years of age or older for up to 3 days following the end of a Medical Emergency.

In addition, Travel Emergency Medical Insurance coverage will also be automatically extended beyond the 31-day limit for Insured Persons under 65 years of age or beyond the 10-day limit for Insured Persons 65 years of age or older for up to 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) an accident or the mechanical breakdown of an Insured Person's personal vehicle.

Benefits

In the event of a Medical Emergency, Reasonable and Customary Charges for Emergency Medical Treatment will be paid by *Scotia Assist*, less any amount payable by or reimbursable under a GHIP, any group or individual health plans or insurance policies. Benefits are limited to \$2,000,000 for each Insured Person, subject to the Limitations and Exclusions. The following expenses are eligible for reimbursement:

- a) **Hospital Accommodation, Medical Expenses and Doctor Charges** for Emergency Medical Treatment.
- b) **Private Duty Nursing** when prescribed by a Doctor.
- c) **Diagnostic Services** including laboratory tests and x-rays when prescribed by a Doctor. NOTE: Magnetic resonance imaging (MRI), computerized axial tomography (CAT scans), sonograms and ultrasound must be authorized in advance by *Scotia Assist*.
- d) **Ambulance Service** to the nearest Hospital equipped to provide the required Emergency Medical Treatment.
- e) **Emergency Air Transport** to the nearest Hospital, or repatriation to a Hospital in the Insured Person's province or territory of residence in Canada (when approved and arranged by *Scotia Assist*) in the event the Insured Person's condition precludes the use of other means of transportation.

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- f) **Prescription Drug Reimbursement** excluding any drugs or medications which are commonly available without prescription, or which are not legally registered and approved in Canada or the United States.
- g) **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.
- h) **Medical Appliances** including slings, braces, splints, and local rental of crutches, walkers and wheel chairs.
- i) **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 his or her province or territory of residence in Canada if further medical treatment is warranted and when approved and arranged by *Scotia Assist*.
- j) **Transportation to Bedside** from Canada for one of: the Insured Person's Spouse, parent, child, brother or sister when the Insured Person is hospitalized and expected to remain so for 3 days or more. This benefit must be pre-approved by *Scotia Assist*. This benefit includes one round-trip economy airfare, food and accommodation expenses of \$100 per day to a maximum of \$1,500. This Travel Emergency Medical insurance will be extended, at no charge, for the person required at bedside for the duration of the Medical Emergency.
- k) **Vehicle Return** cost to a maximum of \$1,000 to return an Insured Person's car to his or her province or territory of residence in Canada, or in the case of a rented vehicle, to the nearest appropriate rental location, when the Insured Person is unable to return the vehicle as a result of a Medical Emergency.
- l) **Car Accident Assistance** when an Insured Person's vehicle is disabled as a result of an accident during the Trip. A maximum of \$200 per day will be paid toward the cost of accommodation, food, car rental, or commercial transportation for the time the vehicle is inoperable for a maximum of 3 days immediately following the date of the accident.
- m) **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 province or territory of residence in Canada.

Medical Emergency Procedures

When a Medical Emergency occurs, You must contact *Scotia Assist* without delay. See coverage Limitations below.

24-hour assistance is available by calling 1-877-391-7507 from within Canada and the United States, or (416) 572-3636 locally or collect from other countries. If calling *Scotia Assist* from somewhere in the world where a collect call is not possible, call direct and You will be reimbursed.

Scotia Assist 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. *Scotia Assist* 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.

Limitations

Failure to notify *Scotia Assist* immediately following a Medical Emergency, or as soon as possible under the circumstances, will limit the benefits payable under this Certificate of Insurance as follows:

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No benefits will be payable for surgery or invasive procedures (such as cardiac catheterization) without prior approval by *Scotia Assist*, 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, *Scotia Assist* reserves the right to transfer the Insured Person to an appropriate Network facility or to his or her 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.

Exclusions

No benefits are payable for any expenses incurred directly or indirectly as a result of:

- a) any Pre-existing Condition as defined herein;
- b) any Medical Emergency or Emergency Medical Treatment that occurs other than during a Trip;
- c) any elective or non-emergency surgery, treatment or medication, including ongoing care of a chronic condition;
- d) any Medical Emergency that occurs during a Trip where the primary purpose was to work outside of Canada;
- e) pregnancy, childbirth and/or related complications occurring within 9 weeks of the expected delivery date;
- f) neo-natal care;
- g) participation in a criminal offence;
- h) intentionally self-inflicted injuries, suicide or any attempt thereat;
- i) illness or accidental injury sustained while under the influence of drugs, medication, alcohol or other intoxicants;
- j) acts of terrorism, insurrection or war whether declared or undeclared;
- k) voluntary participation in a riot or civil commotion;
- l) mental or emotional disorders;
- m) treatments that are not prescribed by a Doctor; or
- n) participation in professional sports, speed contests, dangerous sports or events including recreational scuba diving (unless the Insured Person holds a basic scuba designation from a certified school or licensing body).

Optional Extension of Coverage Procedures

For trips that exceed 31 days for Insured Persons under 65 years of age or for trips that exceed 10 days for Insured Persons 65 years of age or older.

Coverage may be extended beyond 31 days for Insured Persons under 65 years of age or beyond 10 days for Insured Persons 65 years of age or older.

For more information or to purchase Travel Extension Coverage, please call *Scotia Assist* at 1-877-391-7507 from within Canada prior to the Insured Person's departure from his or her province or territory of residence in Canada. **You will receive a separate certificate of insurance for this coverage.**

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

Claim Procedures

If *Scotia Assist* is notified in advance of medical treatment: If *Scotia Assist* authorizes Hospital or other medical payments on an Insured Person's behalf, the Insured Person must sign an authorization form allowing *Scotia Assist* to recover payments from his or her GHIP, other health plans or insurers and return it to *Scotia Assist* within 30 days. If an advance has been made for ineligible expenses, You will be required to reimburse *Scotia Assist*.

If *Scotia Assist* is not notified in advance of medical treatment: If eligible expenses are incurred for which payment has not been pre-authorized by *Scotia Assist*, they should be submitted to *Scotia Assist* with original receipts and payment statements. Benefits may be excluded or reduced where *Scotia Assist* has not been contacted in advance of treatment (refer to the Limitations section 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:

- a) the cause and nature of the Medical Condition requiring treatment;
- b) original, itemized medical invoices;
- c) original prescription receipts;
- d) Your date of birth and the claimant's date of birth (proof of age may be required);
- e) a photocopy of the Insured Person's GHIP (Health) card;
- f) name, address and phone number of the Insured Person's employer;
- g) proof of the Insured Person's departure and/or return date (i.e. copy of tickets, receipts, prepaid accommodation invoice, and gas receipts);
- h) name, address and policy numbers for all other insurance coverage You and other Insured Persons may have, including group and individual insurance, credit card coverage and any other reimbursement plans; and
- i) 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 *Scotia Assist* at 1-877-391-7507 from within Canada and the United States or (416) 572-3636 locally or collect from other countries.

TRIP CANCELLATION AND TRIP INTERRUPTION INSURANCE

This coverage is underwritten by American Bankers Insurance Company of Florida.

Eligibility

Each Cardmember and/or his or her Spouse is eligible for the Trip Cancellation and Trip Interruption coverage summarized under this Certificate if the Eligible Expenses for the Trip have been charged to Your Account. Your Dependent Children and one (1) Travelling Companion are eligible for this coverage when they are booked to travel on a Trip with You and/or Your Spouse and their Eligible Expenses have been charged to Your Account.

Trip Cancellation Benefits

You will be reimbursed for any Eligible Expenses which are not refundable or reimbursable in any manner if, prior to Your scheduled departure, an Insured Person is required to cancel a Trip due to one of the following covered Causes for Cancellation. The amount payable is subject to a maximum limit of \$2,500 per Insured Person and \$10,000 per Trip for all Insured Persons on the same Trip, and will be limited to the cancellation penalties in effect on the date the Cause for Cancellation arises. It is therefore important that You cancel Your travel arrangements with Your travel supplier as soon as the Cause for Cancellation arises. Also, You must immediately advise *Scotia Assist* as soon as a Cause for Cancellation arises.

You will be reimbursed for any Rescheduling Expenses which are not refundable or reimbursable in any manner if, prior to Your scheduled departure, an Insured Person chooses to reschedule a Trip due to one of the following covered Causes for Cancellation. The amount payable is the lesser of the Rescheduling Expenses and the amount that would have been paid under this Certificate if the Trip had been cancelled outright. Your rescheduled trip will be considered a new Trip under this Certificate and the Pre-existing Condition period will be measured from the date the new Trip was booked.

Covered Causes for Cancellation (first occurring after Your Trip was booked) mean the following:

Medical Covered Causes for Cancellation

- a) death of an Insured Person, a Travelling Companion, an Insured Person's Immediate Family Member or a Travelling Companion's Immediate Family Member occurring after the Trip is booked and within 31 days prior to the scheduled Trip departure date;
- b) accidental bodily injury or sudden and unexpected sickness of an Insured Person or Travelling Companion, which did not result from a Pre-existing Condition and which prevents the Insured Person or Travelling Companion from starting the Trip. A Doctor must substantiate in writing that prior to the scheduled Trip departure date, he or she advised the Insured Person or Travelling Companion to cancel the Trip or that the accidental bodily injury or sickness made it impossible for the Insured Person or Travelling Companion to start the Trip;
- c) Hospitalization due to an accidental bodily injury or a sudden and unexpected sickness of an Insured Person's Immediate Family Member or a Travelling Companion's Immediate Family Member scheduled to occur during the Trip which did not result from a Pre-Existing condition and which was not known to the Insured Person or Travelling Companion prior to booking the Trip.;

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- d) Hospitalization of an Insured Person's Immediate Family Member or a Travelling Companion's Immediate Family Member, which did not result from a Pre-existing Condition, occurring after the Trip was booked and within 31 days prior to the Trip departure date;
- e) Hospitalization or death of an Insured Person's Legal Business Partner or Key Employee or of a Travelling Companion's Legal Business Partner or Key Employee occurring after the Trip was booked; and
- f) Hospitalization or death of an Insured Person's host or a Travelling Companion's host at destination occurring after the Trip was booked.

Non-Medical Covered Causes for Cancellation

- a) an enforceable call of an Insured Person to jury duty or sudden and unexpected subpoena of an Insured Person to act as a witness in a court of law requiring the Insured Person's presence in court during the Trip;
- b) a written formal notice issued by the Department of Foreign Affairs and International Trade of the Canadian government after booking Your Trip, advising Canadians not to travel to a country, region or city originally ticketed for the Trip for a period that includes an Insured Person's Trip;
- c) an employment transfer of the Insured Person by the employer with whom the Insured Person was employed on the date the Insured Person booked his or her Trip, which transfer requires the relocation of the Insured Person's principal residence within 30 days before the Insured Person's scheduled Trip departure date;
- d) a delay causing an Insured Person to miss a connection for a Common Carrier or resulting in the interruption of an Insured Person's travel arrangements, including the following:
 - (i) delay of an Insured Person's Common Carrier resulting from the mechanical failure of that carrier;
 - (ii) a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report);
 - (iii) weather conditions; or
 - (iv) unexpected or unforeseen earthquake or volcanic eruption.

The outright cancellation of Common Carrier travel is not considered a delay.

The benefit under this Cause for Cancellation is the Insured Person's one-way economy fare via the most cost-effective route to the Insured Person's next destination;

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

As soon as a covered Cause for Cancellation occurs, the Insured Person must cancel the Trip and You must notify *Scotia Assist* at 1-877-391-7507 from within Canada and the United States, or (416) 572-3636 locally or collect from other countries within forty-eight (48) hours of the time the covered Cause for Cancellation arose.

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Trip Interruption Benefits

You will be reimbursed for:

- a) the lesser of the additional charges paid by You for a change in ticketing or the cost of a one-way economy fare to return to point of departure; and
- b) the amount of the unused portion of any Eligible Expenses which are not refundable or reimbursable, excluding the cost of pre-paid, unused return transportation if, as a result of one of the following covered Causes for Interruption occurring during the Trip, an Insured Person is prevented from continuing the Trip or is unable to return on the original Trip return date. The amount payable is subject to a maximum limit of \$5,000 per Insured Person and \$25,000 per Trip for all Insured Persons on the same Trip. You must immediately advise *Scotia Assist* as soon as a Cause for Interruption arises.

Covered Causes for Interruption mean the following:

Medical Covered Causes for Interruption

- a) death of an Insured Person, a Travelling Companion, an Insured Person's Immediate Family Member or Travelling Companion's Immediate Family Member during the Trip;
- b) accidental bodily injury or sudden and unexpected sickness of an Insured Person or Travelling Companion, which did not result from a Pre-existing Condition and which, in the sole opinion of *Scotia Assist*, based on medical advice provided by the attending Doctor, requires immediate medical attention and prevents the Insured Person or Travelling Companion from returning from the Trip on the scheduled return date;
- c) accidental bodily injury or a sudden and unexpected sickness requiring Hospitalization of an Insured Person's Immediate Family Member or a Travelling Companion's Immediate Family Member during the Trip, which did not result from a Pre-existing Condition and which was not known to the Insured Person or Travelling Companion prior to the Trip departure date;
- d) Hospitalization or death of an Insured Person's Legal Business Partner or Key Employee or a Travelling Companion's Legal Business Partner or Key Employee which occurred during the Trip; and
- e) Hospitalization or death of an Insured Person's host or a Travelling Companion's host at destination which occurred during the Trip.

Non-Medical Covered Causes for Interruption

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

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

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

As soon as a Cause for Interruption occurs, You must notify *Scotia Assist* at **1-877-391-7507** from within Canada and the United States, or **(416) 572-3636** locally or collect from other countries. They will assist You in making the necessary arrangements to return.

Limitations and Exclusions

Only one (1) Travelling Companion is covered on each Trip.

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

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

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

Claim Procedures

You must call *Scotia Assist* at 1-877-391-7507 from within Canada and the United States, or (416) 572-3636 locally or collect from other countries to obtain a claim form. You will be required to submit a completed claim form and provide documentation to substantiate Your claim, including the following:

- a) original tickets (including any unused coupons), original vouchers, original itinerary, invoices, and receipts;
- b) **Scotiabank Platinum American Express Card** monthly statement of account and any other documentation necessary to confirm that the costs of Eligible Expenses were charged to Your Account;
- c) proof satisfactory to *Scotia Assist* that the Trip cancellation or Trip interruption resulted from a covered Cause for Cancellation or Interruption;
- d) name, address and phone number of the Insured Person's employer; and
- e) name, address and policy numbers for all other insurance coverage You and/or the Insured Person may have, including health insurance and credit card coverage (whether group or individual).

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

FLIGHT DELAY INSURANCE

This coverage is underwritten by American Bankers Insurance Company of Florida.

For the purposes of Flight Delay insurance, Insured Person means the Cardmember, his or her Spouse and Dependent Children while travelling with the Cardmember and/or his or her Spouse.

Benefits

Scotia Assist will reimburse the Cardmember for all Insured Persons travelling on the same Trip if the confirmed scheduled flight departure from any airport is delayed by 4 hours or more, for necessary and reasonable expenses incurred with respect to hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items (such as a magazine, paperback book and other such small items) within 48 hours of the delay or denied boarding, to a maximum of \$1,000 per Insured Person on the same Trip, provided that:

- a) at least 75% of the full cost of the delayed flight was charged to Your Account and/or paid with *Scotia Rewards* points;
- b) no alternative transportation is made available to the Cardmember within 4 hours of the scheduled departure time of the original flight;
- c) delay of the flight was the result of strike by airline personnel, quarantine, civil commotion, hijack, natural disaster, inclement weather, mechanical breakdown or denied boarding due to overbooking; and
- d) the Cardmember provides the required proof of loss to *Scotia Assist*, including plane ticket(s) or the **Scotiabank Platinum American Express Card** sales receipt for the plane ticket(s), a written statement from the airline confirming and detailing the delay and itemized original receipts with respect to the necessary and reasonable expenses incurred for hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items.

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

Limitations and Exclusions

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

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

How to Claim

In the event of a claim, contact *Scotia Assist* at 1-877-391-7507 from within Canada and the United States, or (416) 572-3636 locally or collect from elsewhere in the world.

RENTAL CAR COLLISION/LOSS DAMAGE INSURANCE

This coverage is underwritten by American Bankers Insurance Company of Florida.

For the purposes of Rental Car Collision/Loss Damage (CLD) insurance, Insured Person means a Cardmember and any other person who holds a valid driver's license and has the Cardmember's express permission to operate the rental vehicle. This includes drivers not listed on Your rental contract, provided they would otherwise qualify under the rental contract and are permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used.

Eligibility

You are eligible for CLD insurance when You rent most private passenger vehicles for a period not to exceed 48 consecutive days, provided that:

- a) You initiate the rental transaction with Your **Scotiabank Platinum American Express Card** (if arranged in advance, by booking or reserving the car rental with Your **Scotiabank Platinum American Express Card**) and by providing a **Scotiabank Platinum American Express Card** imprint at the time You take possession of the car;
- b) You decline the rental agency's collision damage waiver (CDW) or loss damage waiver (LDW), or similar provision; and
- c) You rent the car in Your name and 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 is 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 jurisdictions, the law requires the rental agencies to provide CDW or LDW in the price of the car rental. In these locations, CLD insurance will provide coverage of any deductible that may apply, provided all the procedures outlined in this Certificate have been followed and You have waived the rental agency's deductible waiver. No CDW or LDW premiums charged by rental agencies will be reimbursed under the Policy.

Notes:

- Rental vehicles which are part of pre-paid travel packages are eligible for CLD insurance if the total package was charged to Your Account and all other eligibility requirements are met.
- Rental vehicles which are part of a Car Sharing program are eligible for CLD insurance if the full cost of each rental of a vehicle (per use and mileage charges) was charged to Your Account and all other eligibility requirements are met.

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- “Free rentals” are also eligible for CLD insurance when received as the result of a promotion where You have had to make previous vehicle rentals, and each such previous rental satisfied the eligibility conditions set out in paragraphs a) through c).
- You are covered if You receive a “free rental” day or days as a result of an airline point program (or other similar program) for the number of days of free rental. If the free rental day(s) are combined with rental days for which You pay the negotiated rate, You must satisfy the eligibility conditions set out in paragraphs a) through c).

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.)

Coverage Period

CLD insurance begins as soon as the Cardmember or other person authorized to operate the rental car takes control of the vehicle, and ends at the earliest of:

- a) the date and time the rental agency reassumes control of the rental vehicle, whether it be at its place of business or elsewhere;
- b) the date on which the Account is cancelled, closed or ceases to be in Good Standing;
- c) the date the Insured Person ceases to be eligible for coverage; and
- d) the date the Policy terminates.

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

Types of Rental Vehicles Covered

The types of rental vehicles covered include cars, sports utility vehicles and mini-vans (as defined below).

Mini-vans are covered provided they:

- a) are for private passenger use with seating for no more than eight (8) occupants including the driver; and
- b) are not to be used for hire by others.

Types of Rental Vehicles Not Covered

Vehicles which belong to the following categories are NOT covered:

- a) vans, other than mini-vans as described above;
- b) trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
- c) off-road vehicles;
- d) motorcycles, mopeds or motorbikes;
- e) campers, trailers or recreational vehicles;
- f) vehicles not licensed for road use;
- g) mini-buses or buses;
- h) antique cars (cars which are over 20 years old or have not been manufactured for 10 years or more);
- i) any vehicle which is either wholly or in part hand-made, hand finished or has a limited production of under 2,500 vehicles per year;
- j) any vehicle with a manufacturer's suggested retail price excluding all taxes, over sixty-five thousand dollars (\$65,000), at the time and place of loss.
- k) tax-free cars (a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback);
- l) vehicles towing or propelling trailers or any other object; and
- m) expensive or exotic vehicles.

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:
 - (i) operation of the vehicle by any driver other than an Insured Person;
 - (ii) operation of the vehicle on other than regularly maintained roads;

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- (iii) alcohol intoxication where the driver's blood alcohol concentration is equal to or over the blood alcohol concentration limit for impaired driving under the Criminal Code of Canada or the jurisdiction in which the vehicle rental occurred, if lower, or where the driver is charged for impaired driving;
- (iv) use of narcotic drugs by the driver;
- (v) any dishonest, fraudulent or criminal act committed by the Insured Person and/or any authorized driver;
- (vi) operation of the rental vehicle contrary to the terms of the rental agreement/contract;
- (vii) wear and tear, gradual deterioration, or mechanical breakdown of the vehicle;
- (viii) road damage to tires unless in conjunction with an insured cause;
- (ix) insects or vermin, inherent vice or damage;
- (x) war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating, or defending against such action;
- (xi) seizure or destruction under quarantine or customer regulations, confiscation by order of any government or public authority;
- (xii) transportation of contraband, or illegal trade;
- (xiii) transportation of property or passengers for hire; or
- (xiv) nuclear reaction, radiation or radioactive contamination.

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 *Scotia Assist* by calling 1-877-391-7507 from within Canada and the United States, or by calling (416) 572-3636 locally or collect from other countries. Advise the rental agent that You have reported the claim and provide *Scotia Assist's* phone number. Do not sign a blank sales draft to cover the damage and Loss of Use charges.

PURCHASE SECURITY, EXTENDED WARRANTY, LOST LUGGAGE, DELAYED LUGGAGE AND HOTEL/MOTEL BURGLARY INSURANCE

These coverages are underwritten by American Bankers Insurance Company of Florida.

Purchase Security

For this coverage, Insured Person means the Cardmember. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits.

- a) **Benefits** – Purchase Security coverage automatically, without registration, protects most new Insured Items purchased anywhere in the world (provided the full Purchase Price is charged to the Account and/or paid with *Scotia Rewards* points) by insuring them for 120 days from the date of purchase in the event of loss, theft, or damage in excess of other insurance. If an Insured Item is lost, stolen or damaged, Assist will reimburse You the lesser of the repair or replacement cost, not exceeding the original Purchase Price charged to the Account, subject to the **Additional Limits of Liability and Exclusions** stated in this Certificate of Insurance.
- b) **Excluded Items** – Purchase Security does not cover the following items: travellers cheques, cash, tickets or any other negotiable instruments; bullion, rare or precious coins; art objects (such as but not limited to hand-made items, limited editions, original, signature pieces or collectible plates); pre-owned or used items, including antiques and demos; animals; living plants; perishables such as food and liquor; aircraft and parts and accessories thereof; automobiles, motorboats, motorcycles or any other motorized vehicles and parts and accessories thereof; items consumed in use; services; ancillary costs incurred in respect of an Insured Item and not forming part of the Purchase Price; parts and/or labour required as a result of mechanical breakdown; items purchased by and/or used for a business or commercial purpose and commercial gain; or mail order items until received and accepted by the Cardmember in new and undamaged condition. Jewellery transported/stored in baggage which is not under the personal supervision of the Cardmember or Cardmember's travelling companion.
- c) **Gifts** – Insured Items the Cardmember gives as gifts are covered by Purchase Security. In the event of a claim, the Cardmember, not the recipient of the gift, must make the claim for benefits.
- d) **Termination** – Coverage ends the earliest of:
 - (i) the date the Account is cancelled, closed or ceases to be in Good Standing;
 - (ii) the date the Cardmember ceases to be eligible for coverage; and
 - (iii) the date the Policy terminates.

No coverage will be provided for items purchased after the Policy termination date.

Extended Warranty

For this coverage, Insured Person means the Cardmember. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits.

- a) **Benefits** – Extended Warranty coverage provides the Cardmember with double the period of repair services otherwise provided by the original Manufacturer's Warranty, to a maximum of 2 additional years, when the full Purchase Price is charged to the Account and/or paid with *Scotia Rewards* points on most Insured Items purchased anywhere in the world. Extended Warranty benefits are limited to the lesser of the cost to repair or the original Purchase Price charged to the Account.

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- b) Registration – Insured Items with a Manufacturer’s Warranty of 5 years or more are ONLY covered if registered within the first year of purchase. Insured Items with a Manufacturer’s Warranty of less than 5 years DO NOT require registration. To register item(s) with a Manufacturer’s Warranty of more than 5 years for the Extended Warranty benefit call 1-877-391-7507 between 8:00 am and 8:00 pm ET, Monday through Friday. You will be required to send copies of the following to *Scotia Assist* within one (1) year after the Insured Item is purchased:
 - (i) a copy of the original vendor sales receipt;
 - (ii) the customer copy of Your sales receipt;
 - (iii) the serial number of the item; and
 - (iv) a copy of the original Manufacturer’s Warranty.
- c) Excluded Items – Extended Warranty does not cover the following items: aircraft and parts and accessories thereof; automobiles, motorboats, motorcycles and any other motorized vehicles and parts and accessories thereof; used items; living plants; trim parts; services; items purchased by and/or used for a business or commercial purpose and commercial gain; dealer and assembler warranties; or any other obligation other than those specifically covered under the terms of the original Manufacturer’s Warranty.
- d) Gifts – Insured Items the Cardmember gives as gifts are covered under the Extended Warranty coverage subject to compliance with the terms and conditions of the coverage offered hereunder.
- e) Termination – Coverage ends the earliest of:
 - (i) the date the Account is cancelled, closed or ceases to be in Good Standing;
 - (ii) the date the Cardmember ceases to be eligible for coverage; and
 - (iii) the date the Policy terminates.

No coverage will be provided for items purchased after the Policy termination date.

Lost Luggage

For this coverage, Insured Person means the Cardmember, his or her Spouse, Dependent Children and parents residing with the Cardmember, while travelling with the Cardmember and/or his or her Spouse.

- a) Benefits – Lost Luggage coverage provides protection from theft or permanent misdirection of the Checked Luggage by a Common Carrier up to a maximum of \$1,000 per Trip for all Insured Persons on the same Trip provided that the full price of the Insured Person’s fare has been charged to an Account and/or paid with *Scotia Rewards* points. Payment is based on the actual replacement cost of any lost or stolen article provided the article is actually replaced. Otherwise, payment is based on the actual cash value of the article at the time of loss.
- b) Excluded Items – Lost Luggage does not cover: animals; any conveyance or appurtenances except bicycles; contact lenses; eyeglasses; hearing aids; artificial teeth; dental bridges; prosthetic limbs; money; securities; credit cards and any other negotiable instruments; tickets and documents; cameras; sporting equipment; business items; art objects (such as but not limited to hand-made items, limited editions, original, signature pieces or collectible plates); electronic equipment; luggage not checked; luggage held, seized, quarantined or destroyed by a customs or government agency; or where a reimbursement or a non-monetary (tickets, coupons, travel vouchers) settlement is made by the Common Carrier.

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Delayed Luggage

For this coverage, Insured Person means the Cardmember, his or her Spouse, Dependent Children and parents residing with the Cardmember, while travelling with the Cardmember and/or his or her Spouse.

- a) Benefits – Delayed Luggage coverage reimburses an Insured Person for the cost of replacing Essential Items, if the Insured Person's Checked Luggage is not delivered within 4 hours from the Insured Person's time of arrival at the Final Destination, provided the full price of the Insured Person's fare has been charged to an Account and/or paid with *Scotia Rewards* points. The Essential Items must be purchased before the Checked Luggage is returned to the Insured Person and no later than 96 hours after the Insured Person's time of arrival at the Final Destination. The maximum benefit payable under Delayed Luggage coverage per Trip for all Insured Persons on the same Trip is \$1,000.
- b) Excluded Items – Delayed Luggage coverage does not cover: losses occurring when Checked Luggage is delayed on an Insured Person's return home to their province or territory of residence in Canada; expenses incurred more than 96 hours after the Insured Person's time of arrival at the Final Destination; expenses incurred after the Checked Luggage is returned to the Insured Person; losses caused by or resulting from any criminal act by the Insured Person; baggage not checked; baggage held, seized, quarantined or destroyed by a customs or government agency; money; securities; credit cards; negotiable instruments; tickets; or documents of any nature whatsoever.

Hotel/Motel Burglary

For this coverage, Insured Person means the Cardmember, his or her Spouse, Dependent Children and parents residing with the Cardmember, while travelling with the Cardmember and/or his or her Spouse.

- a) Benefits – Hotel/Motel Burglary coverage 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 and/or paid with *Scotia Rewards* points.
- b) Excluded Items – Hotel/Motel Burglary does not cover: cash; travellers cheques; securities; credit cards; or any other negotiable instruments; tickets and documents.

Additional Limits of Liability and Exclusions

- a) Limits of Liability – There is a maximum lifetime liability of \$60,000 for the Purchase Security and Extended Warranty coverages.
In the event that the Insured Item cannot be repaired or replaced, *Scotia Assist*, at its sole option, may reimburse You up to the Purchase Price of the Insured Item.
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.

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- b) Exclusions – The 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; or incidental and consequential damages, including bodily injury, property, punitive and exemplary damages and legal fees.

Other Insurance

Where an Insured Person has other applicable valid insurance, indemnity, warranty or protection available in respect of the item(s) subject to the claim, the loss or damage MUST be reported to the primary carrier in addition to filing with the Insurer, and copies of the payout documents from the other insurance carrier must be provided to the Insurer. 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 Policy by the Insurer is issued strictly as excess coverage and does not apply as contributing insurance. The coverage extended under the 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 Policy also provides coverage for the amount of the deductible under other insurance.

How to Claim

- a) **Filing a Claim** – To initiate a claim, the Cardmember must notify *Scotia Assist* as soon as reasonably possible and PRIOR to proceeding with any action or repairs and no later than 90 days from the date of loss or damage, by calling 1-877-391-7507 or (416) 572-3636 locally between 8:00 am and 8:00 pm ET, Monday through Friday.
- 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 *Scotia Assist*.
- c) **Claim Form** – Upon notifying *Scotia Assist* of the loss, the Cardmember will be sent a claim form. The completed claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within 1 year from the date on which the loss occurred.
Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after 1 year, Your claim will not be paid.
- d) **Payment of Claim** – Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by *Scotia Assist*.

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- e) **Purchase Security** – Under the Purchase Security coverage, the Cardmember will be required to complete a claim form and **MUST** include copies of the customer copy of the original store receipt, **Scotiabank Platinum American Express Card** charge slip, and Account 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 *Scotia Assist* to determine the Cardmember's eligibility for benefits under the Policy.
- f) **Extended Warranty** – Under the Extended Warranty coverage, the Cardmember will be required to complete a claim form **PRIOR** to proceeding with any repairs, and **MUST** include copies of the customer copy of the original store receipt, **Scotiabank Platinum American Express Card** charge slip, and Account statement and Manufacturer's Warranty. Upon receipt of the completed documentation, if the claim is eligible for coverage under the Policy, *Scotia Assist* 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.
- g) **Lost Luggage** – Under the Lost Luggage coverage, the Cardmember will be required to complete the claim form and **MUST** include copies of the Common Carrier ticket, the baggage claim ticket, **Scotiabank Platinum American Express Card** charge slip and Account statement and 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 *Scotia Assist* to determine coverage eligibility.
- h) **Delayed Luggage** – Under the Delayed Luggage Plan, the Cardmember will be required to complete the Claim Form and **MUST** include copies of the **Scotiabank Platinum American Express Card** charge slip and Account 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 *Scotia Assist*.
- i) **Hotel/Motel Burglary** – Under the Hotel/Motel Burglary coverage, the Cardmember will be required to complete a claim form and **MUST** include copies of the **Scotiabank Platinum American Express Card** charge slip and Account 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 the other insurance carrier, if applicable, and any other information reasonably required by *Scotia Assist* to determine coverage eligibility.

PRICE PROTECTION SERVICE

This service is provided by American Bankers Insurance Company of Florida.

Services

Price Protection Service is available only to the Cardmember. No other person or entity shall have any right, remedy or claim, legal or equitable, to the payments.

Price Protection coverage is in effect for 60 days from the date of purchase of most new items of personal property purchased in Canada and charged in full to the Account, subject to the Limitations and Exclusions below. If, within 60 days of the purchase of an eligible item, You find an identical item offered for retail sale in Canada at a price lower than the price You paid, *Scotia Assist* will, subject to the Limitations and Exclusions below, pay You the price difference.

This payment is based on the price of the item before applicable taxes, manufacturer's rebate, store rebates, and shipping and installation charges.

No Price Protection Service payments will be made for price differences of less than \$10 per item and the maximum payment will be \$100 per item up to a maximum of \$500 per Account per calendar year. The Price Protection Service will apply to a maximum of 3 identical items during the 60-day period. No item can be submitted for Price Protection payment more than once during the 60-day period.

Limitations and Exclusions

Price Protection is not available in respect of the following:

- a) travellers cheques, cash (whether paper or coin), bullion, precious metals, tickets, documents, stamps, negotiable instruments or property of a similar nature;
- b) animals, living plants or perishables such as food, liquor and/or goods consumed in use;
- c) computers (including hardware, software, printers and scanners), cellular phones, personal digital assistants (PDA) or any similar electronic device;
- d) automobiles, motorboats, airplanes, motorcycles, motorscooters, riding lawn mowers, golf carts, lawn tractors or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts, fuels or accessories;
- e) one-of-a-kind items;
- f) used or previously owned or refurbished items, including antiques, collectibles and fine art;
- g) services related to items purchased, including insurance, duty, delivery and transportation costs.
- h) items purchased and/or used by or for a business or for commercial gain; or

The Price Protection Service does not apply if the retailer makes a price adjustment and/or refunds the difference between the original and lower price. Price comparisons with liquidated merchandise, grey market (internet) items and gift card or savings card incentives issued by a retailer are not eligible for Price Protection Service coverage.

You are only eligible for the Price Protection Service if the Account is in Good Standing at the time of Your request.

CERTIFICATE OF INSURANCE

Gifts

Eligible items that You give as gifts are covered. In the event a price difference is discovered, You, not the recipient of the gift, must make the request for payment.

Request For Payment Procedures

You must keep original receipts and other documents described herein to file a valid request.

You must notify *Scotia Assist* by telephoning 1-877-391-7507 or (416) 572-3636 locally, between 8:00 am and 8:00 pm ET, Monday through Friday, as soon as You discover the advertised price difference.

Scotia Assist will send You the applicable request form. Your failure to provide the completed request form and proof under items (a) – (c) below within 90 days from the date of purchase may result in non-payment of the related request.

You must complete and sign the request form and include the following:

- (i) the customer copy of the original vendor's sales receipt;
- (ii) the Account statement showing the charge; and
- (iii) a dated advertisement/flyer to prove that the identical item was offered in Canada at the reduced price within 60 days of the date of Your purchase.

Price Protection Service is not an insurance benefit and may be discontinued or amended upon notice to the Cardmember.

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

Due Diligence: The Cardmember shall use diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the Policy.

Subrogation: Following payment of an Insured Person's claim for loss or damage, 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 the 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, unless otherwise specified or agreed.

COMMON CARRIER TRAVEL ACCIDENT INSURANCE

Common Carrier Travel Accident Insurance is underwritten by American Bankers Life Assurance Company of Florida.

ELIGIBILITY

Each Cardmember and his or her Spouse and Dependent Child(ren) are eligible for Common Carrier Travel Accident Insurance if at least 75% of the cost of the Ticket has been charged to Your Account. Dependent Child(ren) also includes children under the age of 25 who are permanently mentally or physically challenged and incapable of self-support.

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.

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.

— CERTIFICATE OF INSURANCE —

BENEFIT

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

Amount of Benefit

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

† Loss of Life Benefits are paid to the beneficiary designated by the Insured Person; if not designated, they are paid to the first surviving class in the following order: the Insured Person's Spouse; in equal share to the Insured Person's surviving children; in equal share to the Insured Person's surviving parents; in equal shares to the Insured Person's siblings; to the Insured Person's Estate. All other benefits are payable to the Insured Person.

†† Benefits are payable when an Insured Person has been Totally and Permanently Disabled for a period of 365 consecutive days.

The maximum benefit payable is \$1,000,000 for Loss resulting from any one occurrence.

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

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.

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.

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.

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MAKING A CLAIM

In the event of a claim, You must call *Scotia Assist* at **1-877-391-7507** from within Canada and the United States, or **(416) 572-3636** locally or collect from other countries to obtain a claim form. If possible, notice should be given within 90 days of the occurrence of a Loss.

Notice must include the name of the Insured Person who sustained the Loss, the Account number to which the cost of the Ticket was charged, and the name and address of the person (acting on behalf of the Insured Person if necessary) to whom claim forms should be sent.

If claim forms for providing proof of Loss are not received within 15 days of giving notice of the claim, proof of Loss may be provided by giving the Insurer 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 Insurer as soon as reasonably possible. The Insurer, at its expense, has the right to have the Insured Person examined as often as reasonably necessary while a claim is pending. The Insurer may also have an autopsy performed unless prohibited by law.

- Program management is provided by:
 - CSI Brokers Inc.
 - 1 Yonge Street, Suite 1801
 - Toronto, Ontario, M5E 1W7

GENERAL PROVISIONS AND STATUTORY CONDITIONS

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

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 *Scotia Assist* by calling **1-877-391-7507** from within Canada and the United States, or by calling **(416) 572-3636** locally or collect from other countries. You will then be sent a claim form.

Written notice of claim must be given to *Scotia Assist* as soon as reasonably possible after the occurrence or commencement of any loss covered under the Policy, but in no event later than 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.

Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after 1 year, Your claim will not be paid.

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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* or other applicable legislation.

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 *Scotia Assist* 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 Complaint or Inquiry: If You have a complaint or inquiry about any aspect of the Coverage on Your **Scotiabank Platinum American Express Card**, please call *Scotia Assist* at **1-877-391-7507**. *Scotia Assist* will do its best to resolve Your complaint or inquiry. If for some reason *Scotia Assist* is unable to do so to Your satisfaction, You may communicate the complaint or inquiry in writing to:

For Travel Emergency Medical Insurance and Common Carrier Travel Accident Insurance:

OmbudService for Life & Health Insurance (OLHI),
401 Bay St, PO Box 7, Toronto, ON M5H 2Y4
Attention: General Manager

For all other Coverages:

General Insurance OmbudService (GIO)
10 Milner Business Court, Suite 701, Toronto, ON M1B 3C8

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