

Travel Emergency Medical Certificate of Insurance

AMENDED AND RESTATED: Effective May 1, 2014

Coverage is provided for the first 8 consecutive days for Insured Persons under 65 years of age and for the first 3 consecutive days for Insured Persons 65 years of age or older.

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

The coverage outlined in this Certificate of Insurance is effective as of May 1, 2014, and is provided to eligible **Scotiabank® American Express®** Cardmembers. Travel Emergency Medical Insurance is underwritten by American Bankers Life Assurance Company of Florida, except for travel in Cuba which is underwritten by Zurich Insurance Company Ltd (hereinafter collectively referred to as the "Insurer"), under Group Policy Numbers **BNS112000** and **8697200** (hereinafter collectively referred to as the "Policy") issued by the Insurer to The Bank of Nova Scotia (hereinafter referred to as the "Policyholder").

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

American Bankers Life Assurance 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 arranged by the Insurer. The administrator for claim payment and administrative services is World Travel Protection Canada Inc. (hereinafter referred to as "**Scotia® Assist**").

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

1. DEFINITIONS

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

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

Cardmember means the Primary Cardmember. The Cardmember may be referred to as "You" or "Your".

Dependent Children means Your unmarried natural, adopted or step-children who are dependent on You for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full-time attendance at a recognized institution of higher learning in Canada. Dependent Child(ren) also includes children 21 years of age or over who are permanently mentally or physically challenged and incapable of self-support.

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

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

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

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

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

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

Insured Person means the Primary Cardmember, his or her Spouse and eligible Dependent Children when travelling with the Primary Cardmember and/or his or her Spouse.

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.

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.

Pre-Existing Condition means any Medical Condition for which symptoms appeared or for which an Insured Person sought the attention of a Doctor, had investigated, diagnosed or treated, had treatment or further investigation recommended, or for which medication was prescribed or altered, in the **180** days prior to the Trip departure date for Insured Persons under 75 years of age and in the **365** days prior to the Trip departure date for Insured Persons 75 years of age or older. Age will be measured as of the date of departure for this purpose.

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.

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

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.

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.

Trip means travel outside of Your province or territory of residence in Canada for a period of 8 consecutive days or less for Insured Persons under 65 years of age and 3 consecutive days or less for Insured Persons 65 years of age or older. In the event of a claim, You will be required to submit proof of the date of departure. Only a Medical Emergency occurring during a Trip will be eligible for consideration.

2. ELIGIBILITY

For this coverage, the 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 Your Account is in Good Standing. Your Dependent Children are only eligible for benefits when travelling with You and/or Your Spouse on a Trip.

3. COVERAGE PERIOD

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

For the Travel Emergency Medical benefit, only the first 8 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 8 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 8 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 3 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 3 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 3 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.

4. AUTOMATIC EXTENSION OF COVERAGE

Coverage will be automatically extended beyond the 8-day limit for Insured Persons under 65 years of age or beyond the 3-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 8-day limit for Insured Persons under 65 years of age or beyond the 3-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.

5. 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 \$1,000,000 for each Insured Person, subject to the Limitations and Exclusions. The following expenses are eligible for reimbursement:

Hospital Accommodation, Medical Expenses and Doctor Charges for Emergency Medical Treatment.

Private Duty Nursing when prescribed by a Doctor.

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.

Ambulance Service to the nearest Hospital equipped to provide the required Emergency Medical Treatment.

Emergency Air Transport to the nearest Hospital, or repatriation to a Hospital in 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.

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.

Accidental Dental Care to a maximum of \$2,000 for treatment of natural or permanently installed teeth, necessitated by an accidental blow to the mouth.

Medical Appliances including slings, braces, splints, and local rental of crutches, walkers and wheelchairs.

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.

Transportation to Bedside from Canada for one of: the Insured Person's Spouse, a parent, child, brother or sister when the Insured Person is hospitalized and expected to remain so for 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.

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.

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.

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.

6. MEDICAL EMERGENCY PROCEDURES

When a Medical Emergency occurs, You must contact Scotia Assist without delay. See Section 7 for coverage Limitations.

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.

7. 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:

- 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.

8. 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).

9. OPTIONAL EXTENSION OF COVERAGE PROCEDURES

For trips that exceed 8 days for Insured Persons under 65 years of age or for trips that exceed 3 days for Insured Persons 65 years of age or older.

Coverage may be extended beyond 8 days for Insured Persons under 65 years of age or beyond 3 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.

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.

10. 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 (see Section 7 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 Canada and the United States or **416-572-3636** locally or collect from other countries.

11. GENERAL PROVISIONS AND STATUTORY CONDITIONS

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

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

Notice and Proof of Claim: Immediately after learning of a loss or an occurrence which may lead to a loss 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.

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

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

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

- a) the date 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.

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

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

Access to Medical Care: The Insurer, the Policyholder and *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.

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