

Trip Interruption Certificate of Insurance

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

The coverage outlined in this Certificate of Insurance is effective as of July 16, 2012, and is provided to eligible **Scotiabank® American Express®** Cardmembers by American Bankers Insurance Company of Florida (hereinafter referred to as the "Insurer") under Group Policy **No. BNS122000** (hereinafter referred to as the "Policy") issued by the Insurer to The Bank of Nova Scotia (hereinafter referred to as the "Policyholder").

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

The Insurer's Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

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.

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 and any supplemental Cardmember who is a natural person resident in Canada to whom a **Scotiabank American Express Card** is issued and whose name is embossed on the card. The Cardmember may be referred to as "You" or "Your".

Cause(s) for Interruption means any one of the medical or non-medical covered causes for interruption identified in Section 3 of this Certificate.

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

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.

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-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:
 - transportation by Common Carrier
 - meals
 - car rental
 - tickets or passes for a sporting event, exhibition or other comparable entertainment event
 - hotel or similar accommodation
 - lessons or services of a guide

Emergency means an unforeseen event that occurs after a Trip was booked and makes it necessary to receive immediate treatment from a Doctor or to be hospitalized.

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 in-patient 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.

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 or brother-in-law.

Insured Person means an eligible Cardmember, his or her Spouse and eligible Dependent Children. Insured Person also means one (1) Travelling Companion booked to travel on a Trip with You and/or Your Spouse if the full cost of his or her Eligible Expenses for the Trip has been charged to the Account.

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.

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

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 the date the Trip was booked, and in the case where the person is 75 years of age or older, in the **365** days prior to the date the Trip was booked.

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.

Scotia Assist means the Insurer in relation to claim payment and administrative services.

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.

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.

2. ELIGIBILITY

Each Cardmember and/or his or her Spouse is eligible for the Trip Interruption coverage summarized under this Certificate if the Eligible Expenses for the Trip have been charged to Your Account. Your Dependent Children, and 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.

3. 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 \$2,500 per Insured Person and \$10,000 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.

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.

4. LIMITATIONS AND EXCLUSIONS

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

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

- a) interruption of a Trip for any reason other than a Cause for Interruption;
- b) a Pre-existing Condition;
- c) pregnancy, childbirth and/or related complications occurring within 9 weeks of the expected delivery date;
- d) neo-natal care;

- e) intentionally self-inflicted injury, suicide or any attempt thereof;
- f) illness or accidental injury sustained while under the influence of drugs, medication, alcohol or other intoxicants;
- g) participation in a criminal offence;
- h) acts of terrorism, insurrection or war, whether declared or undeclared;
- i) voluntary participation in a riot or civil commotion;
- j) mental or emotional disorders; or
- k) participation in professional sports, speed contests, dangerous sports or events.

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.

5. CLAIMS 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 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 interruption of the Trip resulted from a covered Cause for 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.

6. 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 a Cause for Interruption occurs, but in no event later than 90 days from the date on which the Cause for Interruption occurred. 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.

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