

Certificate of Rental Car Collision/Loss Damage Insurance

This Certificate of Insurance is effective July 16, 2011 and provides a summary of the principal provisions of Group Policy No. **BNS0194** which alone constitutes the agreement under which benefits will be provided. The Group Policy issued by Primm Insurance Company (the Insurer) is on file at the Executive Offices of Scotiabank (the Policyholder) in Toronto, Ontario. Please read this Certificate of Insurance carefully, keep it with Your Benefits Guide and carry it with You when You travel.

Scotia Assist is the Group Policy administrator and services under the Group Policy are provided by World Travel Protection Canada Inc., 400 University Avenue, 15th Floor, Toronto, Ontario M5G 1S7.

1. DEFINITIONS

Account means the up-to-date, unexpired and unrevoked *Scotia Momentum*[®] VISA Infinite* account of a Cardmember.

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.

Cardmember means the primary cardholder under a *Scotia Momentum* VISA Infinite Account and any additional cardholder whose name is embossed on the card. The Cardmember is referred to as "You" and "Your".

Insured Person means an eligible 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.

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.

Tax-free car means 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. The *Scotia Momentum* VISA Infinite Rental Car Collision/Loss Damage Insurance program will not provide coverage for Tax-free cars.

2. ELIGIBILITY

You are eligible for *Scotia Momentum* VISA Infinite Rental Car Collision/Loss Damage (CLD) Insurance coverage 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 *Scotia Momentum* VISA Infinite card (if arranged in advance, by booking or reserving the car rental with Your *Scotia Momentum* VISA Infinite) and by providing a *Scotia Momentum* VISA Infinite imprint at the time You take possession of the car, and
- 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 charge the entire cost of the car rental to Your *Scotia Momentum* VISA Infinite card.

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 countries, or regions of countries, (e.g. Australia, New Zealand, Costa Rica, and the states of New York and Illinois) the law requires the rental agencies to provide CDW in the price of the car rental. In these locations, *Scotia Momentum* VISA Infinite 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 Collision Loss Damage Waiver premiums charged by rental agencies will be reimbursed under the Group Policy.

Notes:

- Rental vehicles which are part of pre-paid travel packages are eligible for *Scotia Momentum* VISA Infinite CLD Insurance if the total package was charged to Your Account and all other eligibility requirements were met.
- Rental vehicles which are part of a Car Sharing program are eligible for *Scotia Momentum* VISA Infinite 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 were met.
- "Free rentals" are also eligible for *Scotia Momentum* VISA Infinite 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(s) 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).

3. BENEFITS

Scotia Momentum VISA Infinite 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).

4. TYPES OF VEHICLES COVERED

All cars, sports utility vehicles and "mini-vans" are covered, except those vehicles excluded under section 5 below.

A mini-van is defined as an automobile classified as a "mini-van" by the manufacturer or a government authority and designed to transport a maximum of eight persons including the driver, and used exclusively for transportation of the passengers and their luggage.

5. TYPES OF VEHICLES NOT COVERED

Vehicles which belong to the following categories are NOT covered:

- Vans, other than mini-vans as described above.
- Trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck.
- Off-road vehicles - meaning any vehicle used on roads that are not publicly maintained roads unless used to enter and exit private property.
- Motorcycles, mopeds, or motorbikes.
- Campers, trailers or recreational vehicles.
- Vehicles not licensed for road use.
- Mini-buses or buses.
- Antique cars (cars which are over 20 years old or have not been manufactured for 10 years or more).
- 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.
- Any vehicle with a Manufacturer's Suggested Retail Price (MSRP) excluding all taxes, over sixty-five thousand dollars (\$65,000) Canadian, at the time and place of loss.
- Tax-free cars.
- Vehicles towing or propelling trailers or any other object.
- Exotic cars such as those listed below, or a car similar to those listed below:
Ferrari, Morgan,
Aston Martin, Porsche,
Bentley, Jensen,
Rolls-Royce, Lamborghini,
Sterling, Daimler,
Lotus, TYR,
Maserati, Excalibur.

6. LIMITATIONS AND EXCLUSIONS

Scotia Momentum VISA Infinite 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:
 - Operation of the vehicle by any driver other than an Insured Person.
 - Operation of the vehicle on other than regularly maintained roads.
 - Alcohol intoxication and/or the use of narcotic drugs by the driver.
 - Any dishonest, fraudulent or criminal act committed by the Cardmember and/or any authorized driver.
 - Operation of the rental vehicle contrary to the terms of the rental agreement/contract.
 - Wear and tear, gradual deterioration, or mechanical breakdown of the vehicle.
 - Road damage to tires unless in conjunction with an insured cause.
 - Insects or vermin, inherent vice or damage.
 - War, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combatting, or defending against such action.

- Seizure or destruction under quarantine or customer regulations, confiscation by order of any government or public authority.
- Transportation of contraband, or illegal trade.
- Transportation of property or passengers for hire.
- Nuclear reaction, radiation or radioactive contamination.

7. COVERAGE TERMINATION

Coverage under the Group Policy ends at the earliest of:

- The time the rental agency reassumes control of the rental vehicle, whether at its place of business or elsewhere.
- Your Account privileges are suspended, revoked or otherwise terminated.
- The Group Policy is cancelled.

8. IN THE EVENT OF AN ACCIDENT/THEFT

You must report a claim to the Claims Administrator as soon as possible, and certainly within 48 hours of the damage or theft having occurred. Call 1 800 756-4941 from Canada and the United States, or 416-977-6707 collect from elsewhere in the world.

A customer service representative will take down some preliminary information, answer any questions You may have, and arrange to send You a claim form. You will be required to submit a completed claim form and to provide documentation to substantiate Your claim, including the following:

- A copy of the driver's licence of the person who was driving the car at the time of the accident.
- A copy of the loss/damage report You completed with the rental agency.
- A copy of a police report.
- A copy of *Scotia Momentum* VISA Infinite card sales draft, and Your statement of Account.
- A copy of the front and back of the car rental agreement.
- A copy of the itemized repair estimate, final itemized repair bill and parts invoices.
- A copy of any receipt(s) for repairs for which You may have paid.
- If Loss of Use is charged, a copy of the rental agency's daily utilization log from the date the car was not available for rental, to the date the car became available to rent.

Forward this documentation to:

Scotia Assist
Scotia Momentum VISA Infinite Auto Rental CLD Insurance
 400 University Avenue, 15th floor
 Toronto, Ontario M5G 1S7
 Fax: 416-205-4673

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

9. GENERAL CONDITIONS

- If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the benefits of this coverage, nor to the payment of any claim made under the Group Policy.
- You must use due diligence and do all things necessary to avoid or reduce any loss or damage to a rental car protected by the Group Policy. The Insurer will not unreasonably apply this requirement to avoid payment claims.
- The Insurer will be entitled, at its own expense, to sue third parties in an Insured Person's name. You will provide all the assistance as may reasonably be required, including the execution of all documents necessary to enable the Insurer to do so.
- No actions or proceedings may be brought against the Insurer after one (1) year (three years in the province of Quebec) from the date on which the cause of action arose, and all actions or proceedings must be brought in the province or territory in which the Insured Person was resident at the time the cause of action arose.

10. 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 Group Policy only covers loss or damage to the rental vehicle as stipulated therein.

- 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 *Scotia Momentum* VISA Infinite 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 *Scotia Momentum* VISA Infinite 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 the Claims Administrator at one of the numbers provided. Advise the rental agent that You have reported the claim and provide the Claims Administrator's address and phone number. ***Do not sign a blank sales draft to cover the damage and Loss of Use charges.***