

Trip Cancellation/Interruption Insurance

Trip Cancellation and Trip Interruption Certificate

For people under 65 years of age only.

This Certificate of Insurance is effective March 1, 2001 and provides a summary of the principal provisions of Group Policy **No. BNS122000** which alone constitutes the agreement under which benefits will be provided. The Group Policy issued by **American Bankers Life Assurance Company of Florida** and **American Bankers Insurance Company of Florida** (the Insurer) to Scotiabank (the Policyholder) is on file at the Executive Offices of Scotiabank in Toronto, Ontario.

Please read this Certificate of Insurance carefully and keep it with Your Member Guide. This Certificate is incorporated into and forms part of the Group Policy.

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.

The Insurer's Canadian head office is located at 5160 Yonge Street, Suite 500, North York, Ontario M2N 7C7.

1. DEFINITIONS

Account means the *ScotiaGold Passport VISA* Account of a Cardmember, which must be in Good Standing with the Policyholder.

Cardmember means the primary applicant for a *ScotiaGold Passport VISA* Account and any additional cardholder under a *ScotiaGold Passport VISA* Account who is issued a *ScotiaGold Passport VISA* card with his or her name embossed on the card. The Cardmember may be referred to as "You" or "Your".

Cause for Cancellation means any one of the medical or non-medical covered causes for cancellation identified in Section 3 of this Certificate.

Cause for Interruption means any one of the medical or non-medical covered causes for interruption identified in Section 4 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 under 21 years of age (or under 25 and attending an accredited educational institution, full-time, 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 to You by blood or by marriage.

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

Eligible Expenses mean 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 *ScotiaGold Passport VISA* Account, and/or Your *Scotia Rewards*® points:

- a) cost of transportation by Common Carrier.
- b) cost of hotel or similar accommodation.
- 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

Good Standing means an Account which the primary Cardmember has not advised the Policyholder to close or for which the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account.

Immediate Family Member means an Insured Person's Spouse, daughter or son (whether natural, adopted or step-child), grandchild, 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 Person means an eligible Cardmember 64 years of age or under, his or her Spouse 64 years of age or under, eligible Dependent Children and a Cardmember's eligible Travelling Companion 64 years of age or under.

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.

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 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 date the Trip was booked and Eligible Expenses charged to Your Account.

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 64 years of age or under with whom You and/or Your Spouse have arranged to travel on the same Trip, whose Trip was booked at the same time as Your and/or Your Spouse's Trip, and for which the cost of Eligible Expenses has been charged to Your Account.

Trip means a scheduled period of travel away from the Insured Person's usual place of residence as determined by the departure and return dates to the Insured Person's province or territory of residence in Canada.

2. ELIGIBILITY

Each Cardmember and/or Spouse who is 64 years of age or under when a Trip is booked is eligible for the *ScotiaGold Passport VISA* 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 Travelling Companion, 64 years of age or under, 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 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.**

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;
- b) death of an Insured Person's Immediate Family Member occurring after the Trip is booked and within 22 days prior to the scheduled Trip departure date;
- c) accidental bodily injury or sudden and unexpected sickness of an Insured Person, which did not result from a Pre-Existing Condition and which prevents the Insured Person 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 to cancel the Trip or that the sickness or accidental bodily injury made it impossible for the Insured Person to start the Trip;
- d) accidental bodily injury or sudden and unexpected sickness of an Insured Person's Immediate Family Member, which did not result from a Pre-Existing Condition and which requires an immediate hospitalization that is expected to last at least three (3) days during the Trip;
- e) hospitalization or the death of an Insured Person's Legal Business Partner or Key Employee occurring after the Trip was booked; and
- f) hospitalization or the death of an Insured Person's host at destination occurring after the Trip was booked;

Non-Medical Covered Causes for Cancellation (for Trips booked on or after October 1, 2006):

- 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:
 - delay of an Insured Person's Common Carrier resulting from the mechanical failure of that carrier;
 - a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report); or
 - weather conditions.

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, You must cancel Your Trip and notify Scotia Assist at 1-800-263-0997 from within Canada and the U.S.A., or (416) 977-1552 locally, or collect from other countries within 48 hours of the time the Covered Cause for Cancellation arose.

4. 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, plus
- 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. 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, or an Insured Person's Immediate Family Member during the Trip;
- b) accidental bodily injury or sudden and unexpected sickness of an Insured Person, 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 from returning from the Trip on the scheduled return date;

- c) accidental bodily injury or sudden and unexpected sickness of an Insured Person's Immediate Family Member which did not result from a Pre-Existing Condition and which requires an immediate hospitalization that is expected to last at least three (3) days during the Trip and which was not known to the Insured Person prior to the Trip departure date;
- d) hospitalization or the death of an Insured Person's Legal Business Partner or Key Employee; and
- e) Hospitalization or the death of an Insured Person's host at destination.

Non-Medical Covered Causes for Interruption (for Trips booked on or after October 1, 2006):

- 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:
 - a delay of an Insured Person's Common Carrier, resulting from the mechanical failure of that carrier;
 - a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report), or
 - weather conditions.

The outright cancellation of a flight is not considered as 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 1-800-263-0997 from within Canada and the U.S.A., or (416) 977-1552 locally, or collect from other countries. They will assist You in making the necessary arrangements to return.

5. LIMITATIONS AND EXCLUSIONS

There is no coverage under the Group Policy for any person age 65 or older.

Only one Travelling Companion is covered on each Trip.

No benefits are payable in respect of any Trip cancellation or 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 nine (9) weeks of the expected delivery date;
- e) intentionally self-inflicted injury, suicide or any attempt thereat;
- 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 disorder; or
- k) participation in professional sports, speed contests, dangerous sports or events.

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

6. CLAIMS PROCEDURES

For both Trip Cancellation and Trip Interruption benefits, You must call Scotia Assist at the number shown below 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:

- Original tickets (including any unused coupons), original vouchers, original itinerary, invoices, and receipts.
- *ScotiaGold Passport* VISA voucher and statement of account and any other documentation necessary to confirm that the costs of Eligible Expenses were charged to Your Account.
- Proof satisfactory to Scotia Assist that the Trip cancellation/interruption resulted from a Covered Cause for Cancellation/Interruption.
- Name, address and phone number of the Insured Person's employer.
- 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).
- Signed authorization to obtain any further information Scotia Assist may require.

Claim forms can be obtained by calling Scotia Assist at **(416) 977-1552 / 1-800-263-0997** or by writing to:

Scotia Assist
400 University Avenue, 15th Floor,
Toronto, Ontario
M5G 1S7

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

7. GENERAL PROVISIONS AND STATUTORY CONDITIONS

Unless otherwise expressly provided herein or in the Group Policy, the following general provisions apply to the benefits described in this Certificate:

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

Notice and Proof of Claim: Immediately after learning of a loss or an occurrence which may lead to a loss covered under the Group Policy, notify Scotia Assist by calling **1-800-263-0997** from within Canada and the U.S.A., or by calling **(416) 977-1552** locally, or collect from other countries. The claimant will then be sent a claim form.

Written notice of claim must be given to the Insurer as soon as reasonably possible after a Cause for Cancellation/Interruption occurs, but in no event later than ninety (90) days from the date on which the Cause for Cancellation/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.

The completed claim forms together with written proof of loss must be furnished to Scotia Assist as soon as reasonably possible, but in no event later than one year from the date on which the Cause for Cancellation/Interruption occurred.

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

Subrogation: Following payment of an Insured Person's claim for loss or damage under the Group 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 Your 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 Group Policy terminates.

No benefits will be paid under the Group Policy for losses incurred after coverage has terminated.

Legal Action: No actions or proceedings may be brought against the Insurer after one (1) year from the date on which the loss occurred, and all actions or proceedings must be brought in the province or territory in Canada in which the Insured Person was resident at the time the loss occurred.

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 Group Policy, nor to the payment of any claim made under the Group Policy.

Consent to Collect Personal Information: You agree that where necessary, the Insurer may obtain information about You in relation to eligibility for coverage under the Group Policy. This information may be obtained from any source including a family doctor, hospitals or other medical providers, as well as employers, or any other person as may be permitted by law. You confirm that upon notification to Scotia Assist of Your claim You thereby authorize the obtaining of all such information. You also agree that the Insurer may exchange this information with the Medical Information Bureau (MIB) and underwriting or claims administration networks. You further understand and agree that if You are not also the Insured Person in respect of whom a claim is submitted, in order for the Insurer to assess the claim, the Insured Person must provide the Insurer with a written authorization to obtain information from others (including a family doctor, hospitals or other medical providers, or any other person as may be permitted by law) about his or her eligibility for coverage under the Group Policy and to exchange such information with the MIB and underwriting or claims administration networks. No information concerning Your health or that of any Insured Person will be used or disclosed to a third party, except as outlined above or as may otherwise be permitted by law.

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