

## Common Carrier Travel Accident Insurance

### Certificate of Common Carrier Travel Accident Insurance

This Certificate of Insurance is effective October 1, 1995 and provides a summary of the principal provisions of Group Policy **No. 64046422** which constitutes the agreement under which benefits will be provided. The Group Policy issued by Chubb Insurance Company of Canada (the Insurer) is on file at the Executive Offices of Scotiabank (the Policyholder) in Toronto, Ontario. Please read this Certificate of Insurance carefully and keep it with Your Benefits Guide.

Claims administration services under the Group Policy are provided by Chubb Insurance Company of Canada, One Financial Place, 1 Adelaide St. East, Toronto, Ontario M5C 2V9.

#### 1. DEFINITIONS

**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 unexpired, unrevoked *ScotiaGold Passport VISA* account of a Cardmember.

**Cardmember** means the primary cardholder under a *ScotiaGold Passport VISA* Account and any additional cardholder whose name is embossed on the card. The Cardmember may be referred to as “You” or “Your”.

**Common Carrier** means any land, air or water conveyance which is licensed to carry passengers for compensation or hire or reward and which undertakes to carry all persons indifferently who may apply for passage, so long as there is room and there is no legal excuse for refusal.

**Dependent Child** means an unmarried child under 21 years of age who depends on you for maintenance and support or under 25 years of age where the child is a full-time student or where the child is physically or mentally disabled and wholly dependent upon you.

**Insured Person** means a Cardmember and his/her Spouse and Dependent Children when their fare is charged to Your Account.

#### **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.

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

**Spouse** means the person who is legally married to you or the person who has been living with you for a continuous period of at least one year and is publicly represented as Your spouse.

**Ticket** means evidence of fare paid for travel on a Common Carrier, at least 75% of the cost of which has been charged to Your Account.

**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.

#### 2. BENEFIT

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

Accidental Loss of:	Amount of Benefit	
	Cardmember or Spouse	Dependent Child(ren)
Life <sup>†</sup>	\$250,000	\$25,000
Total and Permanent Disability <sup>††</sup>	\$250,000	\$250,000
Both hands or both feet	\$250,000	\$250,000
One foot or one hand and the entire sight of one eye	\$250,000	\$250,000
Sight of both eyes	\$250,000	\$250,000
One hand and one foot	\$250,000	\$250,000
Speech and hearing	\$250,000	\$250,000
One hand or one foot	\$125,000	\$125,000
Sight of one eye	\$125,000	\$125,000
Speech	\$125,000	\$125,000
Hearing	\$125,000	\$125,000

<sup>†</sup>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.

<sup>††</sup>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 \$500,000 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.

### **3. 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.

### **4. 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.

### **5. 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.

### **6. 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.

### **7. MAKING A CLAIM**

Written notice of a claim must be given to the Insurer as soon as reasonably possible, at the address shown below. 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.

## 8. LEGAL ACTION

No legal action may be brought to recover on this policy until 60 days after the Insurer has been given written Proof of Loss. No such action may be brought after three (3) years from the time written Proof of Loss is required to be given.

This certificate is a brief description of coverage provided by Group Policy **No. 64046422** issued to The Bank of Nova Scotia. All terms and conditions of the Policy govern.

In no event does possession of multiple certificates or *ScotiaGold Passport VISA* Accounts entitle an Insured Person to benefits in excess of those stated herein for any one Loss sustained.

Claims and inquiries should be addressed to:

CSI Brokers Inc.

1 Yonge Street, Suite 1801

Toronto, Ontario, M5E 1W7

Tel: (416) 367-1427

Fax: (416) 369-0515

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