

# Certificate of Travel Emergency Medical Insurance

AMENDED AND RESTATED: Effective May 1, 2014

*For Trips of 31 days or less for people under 65 years of age.*

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 *ScotiaGold Passport*® VISA® 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

**Account** means the Cardmember's *ScotiaGold Passport* VISA Account which must be in Good Standing with the Policyholder.

**Cardmember** means the primary applicant for a *ScotiaGold Passport* VISA Account. 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 the Account that the 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 that primarily provides acute inpatient care and treatment for sick and injured persons through medical, diagnostic and major surgical procedures under the supervision of Doctors.

**Insured Person** means an eligible Cardmember under 65 years of age and his or her Spouse under 65 years of age and eligible Dependent Children when travelling with the eligible Cardmember and/or his or her Spouse.

**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 medical evidence indicates that the Insured Person is able to return to his or her Canadian province or territory of residence.

**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 Group 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.

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 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.

**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.

**ScotiaGold Passport VISA 14-Day Travel Extension Coverage** means coverage purchased by You directly through *Scotia Assist*, which extends the period of travel covered under the definition of "Trip" to a period of 45 consecutive days or less.

**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 31 consecutive days or less (45 consecutive days or less if You have purchased *ScotiaGold Passport* VISA 14-Day Travel Extension Coverage prior to Your departure from Your province or territory of residence in Canada).

If, prior to Your departure from Your province or territory of residence in Canada, You have not purchased *ScotiaGold Passport* VISA 14-Day Travel Extension Coverage and Your Trip exceeds 31 days, no coverage is provided under the Policy for any part of Your Trip, even if a Medical Emergency occurs within the first 31 days of Your Trip. Any part of the Trip exceeding 45 days is not covered under the Policy. In the event of a claim, You will be required to provide proof of the original 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 under 65 years of age, a resident of Canada and covered by a GHIP, is eligible for *ScotiaGold Passport* VISA Travel Emergency Medical Insurance 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. BENEFITS

In the event of a Medical Emergency, Reasonable and Customary charges for Emergency Medical Treatment will be paid, 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

**Doctor Charges** for Emergency Medical Treatment.

**Private Duty Nursing** when prescribed by a Doctor.

**Diagnostic Services** including laboratory tests, 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 Your home province or territory in Canada (when approved and arranged by Scotia Assist) because 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 U.S.A.

**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 wheel chairs.

**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 Your home province or territory 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 three (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, and no-charge Scotia Travel Medical Insurance coverage 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 Your place of residence in Canada, or in the case of a rented vehicle, to the nearest appropriate rental location, when You are 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 three (3) days immediately following 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 home province or territory in Canada.

### 4. MEDICAL EMERGENCY PROCEDURES

*When a Medical Emergency occurs, You must contact Scotia Assist without delay. See Section 5 for coverage Limitations.*

24-hour assistance is available by calling:

From Canada and the U.S.A                   **1 800 263-0794**  
From other countries (collect)               **416-977-2130**

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.

### 5. 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 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 Your 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.

### 6. EXCLUSIONS

There is no coverage for any person 65 years of age or older under this Policy, including where the 65th birthday occurs during a Trip. Further, no benefits are payable for any expenses incurred directly or indirectly as a result of:

- a) any Pre-existing Medical Condition as defined;
- 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 nine weeks of the expected delivery date;
- f) neo-natal care;
- g) participation in a criminal offense;
- h) intentionally 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;
- n) participation in professional sports, speed contests, dangerous sports or events including recreational scuba diving (unless You hold a basic scuba designation from a certified school or licensing body); or
- o) any part of any period of travel more than 31 days unless *ScotiaGold Passport VISA 14-Day Travel Extension Coverage* has been purchased prior to departure from Your province or territory of residence in Canada. *ScotiaGold Passport VISA 14-Day Travel Extension Coverage* extends coverage to a maximum of 45 days.

## 7. EXTENSION OF COVERAGE PROCEDURES FOR TRIPS THAT EXCEED 31 DAYS

Coverage may be extended beyond 31 days to a maximum of 45 days. To purchase *ScotiaGold Passport VISA 14-Day Travel Extension Coverage* call *Scotia Assist* at **416-977-1552** or **toll-free at 1 800 263-0997** from within Canada prior to the Insured Person's departure from his or her province or territory of residence. To be eligible for *ScotiaGold Passport VISA 14-Day Travel Extension Coverage* the total duration of the period of travel must not exceed 45 consecutive days, as determined by the scheduled departure and return dates, including the days of departure and return.

The premium for the *ScotiaGold Passport VISA 14-Day Travel Extension Coverage* must be charged to Your *ScotiaGold Passport VISA* card and must be paid in full by You prior to Your Trip departure date.

### CAUTIONS:

- a) You are responsible for reviewing the confirmation of coverage sent to You upon enrolment in *ScotiaGold Passport VISA 14-Day Travel Extension Coverage* and notifying *Scotia Assist* immediately of any inaccuracies.
- b) If You do not have valid *ScotiaGold Passport VISA 14-Day Travel Extension Coverage* for any period of travel that exceeds 31 days, no coverage whatsoever is provided under the Policy for the period of travel or any part thereof. This means that should a Medical Emergency occur within the first 31 days of the period of travel, no coverage will be provided under the Policy.
- c) Any travel period exceeding 45 days or any part of such a travel period is not covered under the Policy.

## 8. AUTOMATIC EXTENSION OF COVERAGE

Coverage will be automatically extended for up to three (3) days following the end of a Medical Emergency.

In addition, Travel Emergency Medical Insurance coverage will also be automatically extended beyond the 31 day limit for up to three (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) a delayed return as a result of an accident or the mechanical breakdown of an Insured Person's personal vehicle.

## 9. 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 thirty (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 5 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:

- Original, itemized medical invoices.
- Original prescription receipts.
- Date of birth.
- A photocopy of the Insured Person's GHIP (Health) card.
- Name, address and phone number of employer.
- Proof of Your departure and/or return date (i.e. copy of tickets/receipts/prepaid accommodation invoice/gas receipts).
- Name, address and policy numbers for all other insurance coverage You and the Insured Person may have, including Group/Individual Health Insurance and Credit Card coverage.
- 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 **1 800 263-0997** from Canada and the United States or **416-977-1552** locally or collect from other countries.

## 10. 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:

**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 **1 800 263-0997** 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 the occurrence or commencement of any loss covered under the Policy, but in no event later than ninety (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.

The completed claim forms together with written proof of loss must be furnished to the Insurer as soon as reasonably possible, but in no event later than one (1) year from the date on which the loss 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 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 *ScotiaGold Passport VISA* 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.

**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.

**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 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 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, employers, or any other person as may be permitted by law) about his or her eligibility for coverage under the 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.

**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.

® Registered Trademarks of The Bank of Nova Scotia.

\* Trademark of Visa International Service Association and used under license.