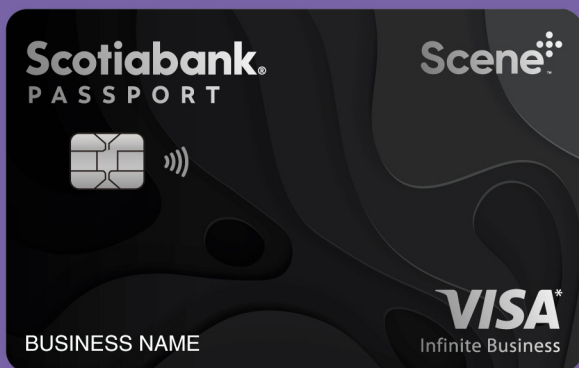


Scotiabank Passport™ Visa Infinite Business* Card Welcome Kit

Your business is going places.
And so are you.



Displayed card designs may not be available until 2023. Actual cards will vary.

Scene

Scotiabank

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Congratulations on accepting and consenting to your Scotiabank Passport™ Visa Infinite Business* Card – including easy-to-use payment controls and expense management tools, access to airport lounges, no foreign transaction fees, and rewards on everyday business purchases. With comprehensive insurance¹³, worldwide acceptance, and 24/7 customer support, your new Scotiabank Passport Visa Infinite Business Card has you covered just about anywhere you want to go.

Get started by activating your card.

Go to scotiabank.com/activatecreditcard or call 1-800-806-8600.

Sign up for Scotia OnLine and mobile banking to:

- View your account balance, transactions and pending transactions in real time
- View your Scene+ points balance
- Set up Scotia InfoAlerts to get notified about important activities in your account
- Sign up for eStatements and get secure, instant online access to your monthly account statements

Download the Scotiabank mobile app, available on the App Store and Google Play.



Manage Visa Business card expenses more efficiently with Visa Spend Clarity for Business¹ at <https://register.businesssolutions.visa.com/scotiabank/business.spendclarity>.

Turn business purchases into business savings with Visa SavingsEdge² at: <http://www.visasavingsedge.ca>.

Adding additional cardmembers

Have additional employees who have business spending? Add supplementary cardmembers⁴ to your Scotiabank credit card account to help manage and track their expenses. Remember, you are responsible for all amounts charged to your account, including charges made by a supplementary cardmember. Visit scotiabank.com to learn more.

Setting up pre-authorized payments

Keeping track of different payment due dates can be difficult. Set up pre-authorized payments⁵ and pay bills automatically with your Scotiabank credit card account.

Exclusive savings and easy-to-use online expense management tools.

Visa Spend Clarity for Business¹

Manage Visa Business card expenses more efficiently with Visa Spend Clarity for Business, a web-based tool that allows you to track expenses and helps you stay on budget.

With Visa Spend Clarity for Business, you can:

- Generate a range of standardized reports, on demand or on a schedule, to track and compare spending by merchant, card, transaction, time period and more
- Create custom transaction categories to save time tracking expenses and set role-based permissions to ensure appropriate access to data
- Add notes to each transaction as well as attachments such as scanned or photographed receipts
- Set spend-based notifications and receive an email after certain transactions occur
- Load transactions to eligible accounting software

Visa SavingsEdge²

Turn business purchases into business savings with Visa SavingsEdge. It's free to join. Just enroll your eligible Scotiabank Visa Business card at visasavingsedge.ca. Then make qualifying purchases with your enrolled card at participating merchants. Savings will appear as credits on your future account statements.

No Foreign Transaction Fees⁶

With your Scotiabank Passport Visa Infinite Business card, you will not be charged foreign transaction fees on international foreign currency purchases online or outside of Canada. Only the exchange rate will continue to apply.

Visa Airport Companion Program³

With the Visa Airport Companion Program (“Program”), the Primary Cardholder can enjoy 6 complimentary airport lounge visits **per** membership year (from the date of enrollment). This Program provides access to 1,200+ airport lounges globally.

To use a complimentary lounge visit, the Primary Cardholder must first enroll for Visa Airport Companion. Enrollment is quick and your membership begins immediately. Once enrolled, simply show your membership within the Visa Airport Companion App or Website or use your Scotiabank Passport Visa Infinite Card to gain access to lounges after enrolling.

To enroll for the Program, review full Terms and Conditions for the Program and to view a full list of participating airport lounges (including facilities, opening times and restrictions) download the Visa Airport Companion App or visit visaairportcompanion.ca.

Complimentary Avis Preferred Plus membership⁷

The Scotiabank Passport Visa Infinite Business Card offers complimentary Avis Preferred Plus membership to cardmembers. Enjoy:

- Complimentary upgrades (whenever available)
- Special Avis Preferred Plus number for reservations and customer service support
- Discounts in Canada and United States ranging from 5% up to 25% off the lowest available discountable retail rates

Take advantage of this membership by visiting **avis.com/scotiabankpassportinfinitebusiness** or calling AVIS at **1-800-879-2847** (1 800 TRY-AVIS) and quote the AVIS Worldwide Discount Number **C030508**.

Enjoy other Visa Infinite Benefits⁸

The Scotiabank Passport Visa Infinite Business Card offers a unique program of premium enhancements that tap into your lifestyle and business needs.

Features include Visa Infinite Concierge, the Visa Infinite Luxury Hotel Collection and a dedicated Visa Infinite website to help you easily access all of the Visa Infinite benefits, offers and services available to you and your employees.

Visa Infinite Benefits are synonymous with best in class offers and experiences, access to special events, and helping people go where, when and how they want.

Visa Infinite Benefits include:

- Visa Infinite Concierge
- Visa Infinite Luxury Hotel Collection
- Visa Infinite Dining Series
- Visa Infinite Wine Country Program

The Visa Infinite web portal provides Visa Infinite cardholders with information and access to all the Visa Infinite benefits offers and services available to you as a Scotiabank Passport Visa Infinite Business cardmember – visit visainfinite.ca to learn more and subscribe to Visa Infinite emails to be notified of new offers and events.

Your Scotiabank Passport Visa Infinite Business Card gives you automatic membership to the Scene+™* program. Scene+ is the rewards program that brings you better rewards, more exciting and flexible ways to earn and redeem points.

You earn Scene+ points on everyday purchases from buying supplies, office equipment, paying for vendor services, taking clients out for dinner and entertainment, to paying for business travel – get rewarded every time you make a purchase.

For complete Scene+ program details, including how you earn Scene+ points, review the Scene+ program Terms and Conditions available at ScenePlus.ca.

To learn more about Scene+ and your Card, see the “Additional Terms and Conditions for Scotiabank Visa Cardmembers” section of the Scene+ Program Terms and Conditions.

If you have any questions about the Scene+ program and its benefits, visit ScenePlus.ca or call us at 1-866-586-2805.

Here's how you earn Scene+ points with your Scotiabank Passport Visa Infinite Business Card

Earn 1.5 Scene+ points on every \$1 spent on all eligible card purchases⁹

TIP: Use your Scene+ membership and pay with your Scotiabank Passport Visa Infinite Business Card to earn points faster at partners like Cineplex[®], Scene+ Travel, Powered by Expedia, Rakuten^{®*}, participating grocery stores, and 700+ restaurants. Your points will never expire as long as you have your Card.¹⁰

The Scene+ app is your gateway to rewards, your Scene+ card, points balance, and so much more. You can track the points you earn online with the:

- Scene+ mobile app
- Scene+ website – ScenePlus.ca
- Scotiabank mobile app
- Scotia OnLine – scotiabank.com

Travel rewards that really mean business

Scene+ Travel, Powered by Expedia¹¹

With Scene+ Travel, you earn 3 Scene+ points per Canadian dollar spent on hotel and car rental bookings when you pay with your Scene+ points or Scotiabank Passport Visa Infinite Business Card. Points can be redeemed fully or partially, for flights, car rentals and hotels. You can access a range of flexible options when it comes to booking and redeeming for travel purchases.

You can choose to book online or over the phone.

To book online:

- Log in to your Scene+ account at sceneplus.ca
- Plan your trip with Scene+ Travel
- Book your travel with points, your Scotiabank Visa Infinite Business Card or a combination of both

To book over the phone:

- Call 1-800-419-8586 (available 24/7, fees apply)

Apply Scene+ Points to travel¹²

With Scene+, you have the flexibility to make your own travel arrangements with any travel provider, site or operator that you choose, and then select the “Apply Points to Travel” option to redeem points to cover off your trip costs within 12 months from the date of the travel purchase.

Simply:

- Book eligible travel using your Scotiabank Passport Visa Infinite Business Card
- Wait for your travel purchase to be posted to your Card
- Log into ScenePlus.ca, and redeem your Scene+ points towards the travel purchase

To learn more on how to apply Scene+ points to travel, call 1-866-586-2805.

Beyond travel rewards

Treat yourself or your loved ones with rewarding experiences and exclusive offers by Scene+.

Shopping and Gift Cards - Shop online with Scene+ Rakuten®* and earn up to 20% more Cash Back in points for eligible online purchases with select retailers. Redeem for the latest in tech through the Apple and Best Buy™** Catalogues, and for gift cards at more than 60 national retailers.

Dining: Redeem points at 700+ restaurant partners including Swiss Chalet‡, Harvey's‡, Montana's‡ and more.

Entertainment - Redeem points at Cineplex Theatres◊, Cineplex Store◊, The Rec Room◊ and Playdium◊.

Points for Credit - Use the 'Points for Credit' option to receive a statement credit on your Scotiabank Passport Visa Infinite Business Card Account.

Remember to review the Scene+ Program Terms and Conditions available on scenepius.ca for full details about the program.

For more information about all the ways you can redeem your points or about the Scene+ program, visit scenepius.ca or call 1-866-586-2805.

Scene+ Loyalty Program Overview

Scene+ is a loyalty rewards program operated by Scene Limited Partnership (“Scene LP”), a limited partnership owned by Scotia Loyalty Ltd., a subsidiary of The Bank of Nova Scotia and Galaxy Entertainment Inc., a subsidiary of Cineplex Entertainment LP. The Scene+ loyalty rewards program is referred to herein as “Scene+”, the “Scene+ Program” or the “Program”. Scene LP is solely responsible for conducting and administering the Program.

The Scene+ Program Terms and Conditions is in addition to the other agreements that apply to your Scotiabank Passport Visa Infinite Business Card account (also referred to as the “account”). The use and retention of your Scotiabank Passport Visa Infinite Business Card is also governed by the Revolving Credit Agreement and your disclosure statement (the “agreement”) in addition to the Scotiabank Privacy Agreement. You agree to be bound by that agreement, a copy of which has been provided to you in this document. Also see below in this document for more information about your Scotiabank Privacy Agreement.

By enrolling in the Scene+ Program (including automatic enrollment due to obtaining a Scotiabank Passport Visa Infinite Business Card) or collecting points (“Points” as further described below), you agree that you have read and understand the Scene+ Program Terms and Conditions and Scene+ Privacy Policy as well as the agreement that applies to your Scotiabank Passport Visa Infinite Business Card and are bound by all these terms. You also acknowledge that the agreement governing your Scotiabank Passport Visa Infinite Business Card account and Scotiabank Privacy Agreement are in addition to the Terms and Conditions governing your Scene+ membership card.

Participation Requirements

You require a Scotiabank Passport Visa Infinite Business Card and a Scene+ Account.

Membership Enrollment

We will facilitate the automatic connection and/or enrollment of your Scene+ Account to your Scotiabank Passport Visa Infinite Business Card in accordance with the Scene+ Privacy Policy.

Scene+ Agreement and Privacy

Your membership in the Scene+ Program is governed by the Scene+ Program Terms and Conditions, available at sceneplus.ca/en-ca/terms-and-conditions.

In order to receive the benefits of the Scene+ Program, Scotiabank will share the following transaction information on an on-going basis with Scene LP: purchase date and amount, and merchant name and location. Scotiabank may collect from, or share with, Scene LP or Reward Partners such other data as may reasonably be needed to operate or offer the Scene+ Program including any benefits thereunder. Scene LP may use your information (along or together with other information it may have) for purposes described in its privacy policy, including to send offers that may be of interest to you. In accordance with Scene LP's Privacy Policy, Scene LP may also share certain parts of your information (including contact information, gender, date of birth and redemption history) with select Reward Partners for use in accordance with their respective privacy policies to provide you with rewarding and personalized experiences of offers.

For more information on Scene LP's privacy practices, you can obtain a full copy of the Scene+ Privacy Policy at sceneplus.ca/en-ca/privacy or by calling Scene LP at 1-866-586-2805.

Other information you may want to know about the Scene+ Program

Your Scene+ Account may be closed if your Scene+ Membership Card was not used to earn, redeem or complete any other reward transaction activity in more than 24 consecutive months, unless you have a Scotiabank debit card or credit card account that earns Scene+ points like the Scotiabank Passport Visa Infinite Business account (the “account”) and is in good standing.

If your Scene+ Account is closed, you will forfeit all Scene+ points in your Scene+ Account. Unless prohibited by law, earning Scene+ points through your account with Scotiabank will not be considered earning Scene+ points on your Scene+ Account unless the account has been linked to your Scene+ Account. Written notice from Scene LP, as required by applicable law, will be provided prior to your Scene+ Account being closed.

Earning on Purchases

Every Scene+ member who is a Scotiabank Passport Visa Infinite Business cardholder will receive Scene+ points for purchases made on their Scotiabank credit card or debit card account (the “account”) that is associated with the Scene+ Program provided their card(s) for that account are linked to their Scene+ membership. Scene+ points are calculated on purchases, less returns (“Net Purchases”). Cash advances, including Scotia® Credit Card Cheques, balance transfers cash-like transactions, payments, fees, returns, refunds or other similar credits do not earn Scene+ points.

Primary borrowers and co-borrowers receive Scene+ points for purchases charged to their card which is linked to their individual Scene+ membership account. All purchases by supplementary cardholders will accrue Points for the account of the primary cardholder only.

Scene+ Program Overview and Terms and Conditions

Find out more about what you earn with your Card, see the “Additional Terms and Conditions for Scotiabank Visa Cardmembers” included in the Scene+ Program Terms and Conditions.

Learn more about the Scene+ Program at ScenePlus.ca or call 1-866-586-2805.

Your Scotiabank Passport Visa Infinite Business Card comes with a comprehensive suite of travel insurance benefits that protect you, your other cardmembers, and your belongings.

Travel insurance benefits¹³ at a glance:

Insurance Type	Duration	Coverage Level (CAD\$)	Age Limit
Travel Emergency Medical	25 days	\$1,000,000 per insured person per trip	64 and under
Travel Emergency Medical	10 days	\$1,000,000 per insured person per trip	65 and over
Trip Cancellation		\$2,500 per insured person / \$10,000 per trip	All ages
Trip Interruption		\$2,500 per insured person / \$10,000 per trip	All ages
Flight Delay		Up to \$500 per insured person per trip	All ages
Delayed & Lost Luggage		Up to \$1,000 per trip	All ages
Hotel/Motel Burglary		Up to \$1,000 per burglary occurrence	All ages
Rental Car Collision/Loss Damage	48 days	Limited to vehicles up to \$65,000 in value	All ages
Common Carrier Travel Accident		Up to \$500,000 per insured person / \$1,000,000 per occurrence	All ages

For complete insurance details, please refer to the Certificate of Insurance included at the back of this Welcome Kit, or call 1-800-263-0997.

Additional protection for unpredicted twists and turns.

Waiver of Liability Insurance¹⁴

The Liability Waiver Insurance Program allows eligible businesses to request Scotiabank to waive the business' liability for certain unauthorized charges made by its employee cardholders up to \$100,000 per card.

Purchase Security and Extended Warranty¹³

Most personal items purchased anywhere in the world are automatically insured against theft, loss or damage as long as the full cost of the item is charged to your Scotiabank Passport Visa Infinite Business Card.

Coverage extends for the first 90 days from the date of purchase, up to \$60,000 and is limited to the lesser of the repair cost, replacement cost or original purchase price, and is in excess of any other insurance coverage.

When you use your Scotiabank Passport Visa Infinite Business Card to purchase most personal items and charge the full cost of the item to your card, extended warranty coverage doubles the original manufacturer's warranty for up to one year. Items covered by a manufacturer's warranty of five years or more must be registered within the first year of purchase.

Scotia Business Loan Protection (optional)¹⁵

Protect your business and the people you care about. This valuable protection can help your business during a difficult time and provides coverage up to \$2,000,000. Scotia Business Loan Protection includes a Comprehensive Protection option with a unique combination of benefits (Life, Disability, Hospitalization and Terminal Illness). It's easy to apply at any Scotiabank branch.

Visa Zero Liability Policy

Use your Scotiabank Passport Visa Infinite Business card to shop anywhere – whether it's on the Internet or in a store – and you are protected from unauthorized use of your Visa card. The Visa Zero Liability Policy eliminates consumer liability for fraudulent transactions.

Certain restrictions and exclusions apply. Please visit visa.ca for a full description of the Visa Zero Liability Policy.

Remember, as a cardmember, you are responsible to ensure that you protect your Personal Identification Number (PIN) when using it with your Visa card to help avoid unauthorized transactions including when you make a purchase at enabled point of sale terminals, or when used at an ABM to obtain a cash advance.

Click to Pay - Online buying is evolving so you can pay with fewer clicks. Paying online where your Scotiabank credit card is accepted is easy, fast and secure. Just click to pay with your Scotiabank card when you see the Click to Pay icon where your card is accepted.

Sign up for Click to Pay¹⁶ at https://www.visa.ca/en_CA/pay-with-visa/visa-checkout.html to learn more and enroll your Scotiabank card today.

Keep up with your account

The information you need is always close at hand.

Scotiabank Passport Visa Infinite Business Customer Service

For general information:

In Canada & U.S. 1-888-999-2718

All other areas (collect) 416-288-4676

Visa Assistance Centre (VAC)

For emergency card replacements/cash:

In Canada & U.S. 1-800-VISA-911

All other areas (collect) 416-581-9994

24-Hour Travel Emergency Medical Insurance Assistance

In Canada & U.S. 1-877-711-8286

Outside Canada & U.S. (collect) 613-634-6980

To Report All Other Insurance Claims

In Canada & U.S. 1-800-263-0997

Outside Canada & U.S. (collect) 416-977-1552

Visa Infinite Concierge Service

In Canada & U.S. 1-888-853-4458

Outside Canada & U.S. (collect) 1-630-350-4543

Scotia Credit Card Protection

In Canada 1-855-753-4272

TeleScotia Telephone Banking

In Canada & U.S. 1-800-267-1234

Rewards information, travel service

- Visit **ScenePlus.ca**
- Scene+ Centre, call 1-866-586-2805
(Mon-Sun 8 am to 11 pm EST)
- Scene+ Travel, call 1-800-419-8586 (24/7)

Scotiabank's Privacy Commitment

Since 1832, Scotiabank's business and reputation have been built on trusted relationships with our customers, employees, and other stakeholders. The protection of information in our custody is a critical component of these trusted relationships. As part of our ongoing commitment to fostering and maintaining trust, Scotiabank has established a robust privacy program that is designed to protect the personal information entrusted to us.

We work hard to:

- **Be Accountable:** We have established a foundational privacy framework that sets out the structure and accountability for the treatment of personal information across the Bank. Our privacy framework is overseen by a dedicated Privacy Office, led by our Chief Privacy Officer that sets and maintains Scotiabank's privacy program.
- **Be Safe:** We have implemented measures designed to protect the personal information that has been entrusted to us.
- **Be Respectful:** We collect, use, and disclose personal information in a manner that is fair, ethical and non-discriminatory.
- **Be Useful:** We use information to deliver value, enhance the banking experience, and to manage our business.
- **Be Adaptable:** We monitor privacy and data protection laws, standards and industry practices so that we can provide our products and services in a privacy-respectful manner.
- **Be Transparent:** We explain how we handle personal information in a clear and easily accessible manner.

Our Privacy Agreement describes how we treat personal information including the types of personal information we collect, when and why we collect and use personal information, and the circumstance when we share and disclose it.

For a full copy of our Privacy Agreement, please visit: scotiabank.com/ca/en/about/contact-us/privacy.html or a Scotiabank Branch.

1. ANNUAL INTEREST RATE(S)

Annual interest rates are in effect on the day the account is opened (whether or not a card is activated).

Purchases: **19.99%**

Cash advances**, balance transfers and Scotia®

Credit Card Cheques: **22.99%**

Your preferred annual interest rates will increase to standard rates of **25.99%** on purchases and **27.99%** on cash advances, balance transfers and Scotia Credit Card Cheques if you do not make your minimum payment by the payment due date 2 or more times in any 12 month period. This will take effect in the third statement period following the missed payment that caused the rates to increase. These rates will remain in effect until you make your minimum payments by the payment due date for 12 consecutive months.

2. ANNUAL FEES

\$199.00 for the primary cardmember card.

\$0.00 for the secondary cardmember card.

\$50.00 for each supplementary card.

To be charged when the card is issued (regardless of activation) and will be billed to your first statement and once a year thereafter.

3. INTEREST-FREE GRACE PERIOD

You will benefit from an interest-free grace period of at least **21** days for new purchases± if you pay off your balance on your monthly statement in full by the payment due date. This grace period will be automatically extended to at least **25** days on your next monthly statement whenever you do not pay your balance in full by the payment due date. Upon paying your balance in full by the payment due date, this grace period will revert back to at least **21** days on your next monthly statement. There is no interest-free grace period for cash advances, balance transfers and Scotia Credit Card Cheques.

4. MINIMUM PAYMENT

Interest Charges + Fees + \$10.00 plus any overdue or overlimit amount.

Your minimum payment will include Interest Charges on your monthly statement, plus cash advance fee(s), plus any dishonoured payment fees, plus any dishonoured *Scotia* Credit Card Cheque fees, plus \$10.00.

In addition, amounts showing on your monthly statement as OVERDUE or OVERLIMIT must be paid immediately and will be added to the minimum payment.

5. FOREIGN TRANSACTION FEES

0.00%

Transactions made in a foreign currency will be converted and posted to your account in Canadian currency.

The exchange rate is determined by Visa Inc. on our behalf on the date that the transaction is settled with Visa Inc. This exchange rate may be different from the rate in effect on the transaction date. We do not charge any additional foreign transaction fee.

For account payments and *Scotia* Credit Card Cheques, the exchange rate will be the posted rate charged to customers at any branch of The Bank of Nova Scotia on the date the transaction occurs. For any reversal of these transactions, the exchange rate will be determined in the same manner as of the date that the transaction is reversed.

6. OTHER FEES

Other fees to be charged on the day the transaction occurs (unless otherwise indicated):

Cash advance fee for each cash advance:

- processed by Scotiabank or any financial institution in Canada: **\$3.50**
- obtained at any Scotiabank Automated Banking Machine (ABM) in Canada: **\$3.50**
- obtained at any non-Scotiabank ABM in Canada displaying the *Interac+* symbol: **\$3.50**
- obtained at any ABM outside of Canada: **\$7.50**

Scotiabank Passport™ Visa Infinite Business* Card Disclosure

- processed by Scotiabank or any financial institution outside of Canada: **\$7.50**
- obtained at any Global ATM (ABM) Alliance Bank outside of Canada: **\$3.50**
- cash-like transaction fee: **\$4.00**
- balance transfer fee: **\$3.50** will apply to all balance transfers processed by Scotiabank

Promotional low rate fee: 3% (unless waived or reduced by us in the offer) of the amount of each transaction under a promotional low rate offer made to you (minimum fee of **\$3.50**). A promotional rate means the rate is lower than your preferred annual interest rates. Promotional low rate offers may apply to cash advances, balance transfers or *Scotia* Credit Card Cheques. The exact promotional low rate fee will be disclosed to you at the time the offer is made.

Scotia Credit Card Cheque fee: **\$3.50** will apply to each transaction made using a *Scotia* Credit Card Cheque.

Dishonoured payment fee: **\$48.00**. Fee is charged for each credit card payment dishonoured by your financial institution on the date the payment is returned/dishonoured.

Dishonoured *Scotia* Credit Card Cheque fee: **\$48.00**. Fee is charged on the date the cheque is returned for each cheque which is returned due to insufficient credit available in your account.

Replacements: Each replacement sales draft, cash advance draft or monthly statement: **\$5.00**.

Overlimit fee: **\$29.00**. Fee is charged on the day your balance first exceeds your credit limit and then once per statement period (charged on the first day of the statement period) if your account remains overlimit from a previous statement period.

The Bank reserves the right to waive any fees or charges in its discretion.

Scotiabank Passport™ Visa Infinite Business* Card Disclosure

All rates, fees and other terms are effective as of May 1, 2020 and are subject to change. For information on current interest rates and fees, please call **1-888-882-8958** or visit **scotiabank.com**.

± Annual fees, dishonoured payment fees, dishonoured *Scotia* Credit Card Cheque fees and overlimit fees are treated as purchases and the annual interest rate for purchases will apply to them. The interest-free grace period described above in this disclosure statement also applies to them.

** Cash advances: Cash advances include cash-like transactions which are monetary transactions posted to your account and include wire transfers, foreign currency, travellers cheques, money orders and gaming chips.

All features, benefits and other information are subject to change.

- ® Registered trademark of The Bank of Nova Scotia.
- ™ Trademark of The Bank of Nova Scotia.
- * Visa Int. / Lic. User.
- + Interac Corp. owner of the mark Interac. The Bank of Nova Scotia authorized user of the mark
- ™* Scene+ and the Icon Design are trademarks of Scene Plus IP Corporation, used under license.
- ◇ Cineplex, Playdium, The Rec Room, Cineplex Store, trademarks of Cineplex Entertainment LP, used under license.
- ‡ Swiss Chalet, Harvey's, Montana's, trademarks of Recipe Unlimited Corporation, used under license.

Apple is a trademark of Apple Inc., registered in the U.S. and other countries and regions.
- ™** BEST BUY is a trademark of Best Buy and its affiliated companies used under license.
- ®* Rakuten, trademark of Ebates Inc, used under license.

All other trademarks are owned by their respective owners

- ¹ The Visa Spend Clarity for Business service is provided by Visa Canada. The Bank of Nova Scotia and its affiliates are not responsible for the Visa Spend Clarity for Business service.
- ² Visa Savings Edge is an automated discount program offered by Visa Canada Corporation ('Visa Canada') to eligible businesses and their authorized cardholders that hold an eligible Visa Business card and whose enrollment in the program is accepted by Visa. Under the program, cardholders can receive discounts from participating merchants each time the cardholder uses an enrolled Visa Business card to make qualifying purchases of goods or services pursuant to an active discount offered by the merchant and that transaction is processed or submitted through the Visa payment system. Discounts provided will appear as credits on future credit card statements 4-6 weeks after purchase date. Visa Canada, not Scotiabank, is responsible for the Program. For details, visit www.visasavingsedge.ca. The following Scotiabank Visa Business cards are eligible for this program: Scotiabank Passport™ Visa Infinite Business* card, Scotia Momentum® for business Visa* card, ScotiaGold Passport® for business Visa* card, ScotiLine® for business Visa* Card, Scotiabank Visa* Business Card, and Scotiabank® GM®* Visa* Business Card.
- ³ Primary Cardholders with a valid Scotiabank Passport Visa Infinite credit card account (the "Account") Card have access to participating lounges within the Visa Airport Companion Program ("Program"), hosted and managed by DragonPass International Ltd. Cardholders must enroll for this benefit either through the Visa Airport Companion App (available to download for free) or on the Program Website (visaairportcompanion.ca) using a valid Card on the Account. Upon enrollment, 6 complimentary lounge visits will be available for the Primary Cardholder per membership year; the complimentary visits can be used by any Cardholder for themselves and for their accompanying guests at participating lounges (however, Primary Cardholder must be present for each such use).

Lounge visits are counted on a per person per visit basis (e.g. lounge access by a Cardholder and one accompanying guest will count as two (2) visits). All additional visits beyond complimentary visits are subject to a fee of \$32 USD (subject to change) per person per visit. Applicable lounge access fees will be charged to the Card connected to the Cardholders' Program membership (i.e. the Card enrolled in Program).

To view a full list of participating airport lounges, their facilities, opening times and restrictions Cardholders can visit the Program App and Website for more information. To view the full Terms and Conditions for the Program, including DragonPass Terms of Use and Privacy Policy and Visa's Privacy Policy that apply to the Program, visit the Visa Airport Companion Program App or Website.

The Program services and benefits are provided by DragonPass and applicable third party offer providers and neither Visa nor The Bank of Nova Scotia is responsible for the Program or any claims or damages arising from participation in the Program.

Unless the Program membership is suspended or cancelled, the Program membership and any included complimentary lounge visits (if applicable) will automatically renew annually on the anniversary date (based on date when the Cardholder enrolled for the Program). Program membership will be cancelled if your Scotiabank Passport Visa Infinite Card is cancelled. If your Scotiabank Passport Visa Infinite Card is renewed or replaced, remember to update your card details within the Visa Airport Companion Program (either on the App or on the Program Website).

- 4 The primary cardmember and/or co-borrower are liable for all charges incurred on the Scotiabank credit card account by any supplementary card issued in connection with the account.
- 5 Pre-authorized or recurring payments are payments made on a monthly or regular basis automatically billed by the merchant/service provider to your Scotiabank credit card account. Recurring payments are typically telecommunication, insurance, membership, subscriptions etc. purchases. Not all merchants offer recurring payments. (Please check with your merchant to see if they offer recurring payments on credit cards.)
- 6 We will not charge you Foreign Transaction Fees on foreign transactions made online or outside of Canada, only the exchange rate applies. The term "Foreign Transaction Fees" is a substitute for "Foreign Currency Conversion" as described in the disclosure section of the Welcome Kit that you received with your card. This fee relates to the mark-up that is typically charged by credit card issuers in addition to the exchange rate. See the disclosure section of your Welcome Kit or download it by visiting www.scotiabank.com/welcomekits for full details.
- 7 The savings of up to 25% applies to Avis base rates and is applicable only to the time and mileage charges of the rental. All taxes, fees (including but not limited to Conditioning Excise Recovery Fee, Concession Recovery Fee, Vehicle License Recovery Fee, Energy Recovery Fee, Tire Management Fee, and Frequent Traveler Fee) and surcharges (including but not limited to Customer Facility Charge and Environmental Fee Recovery Charge) are extra. Avis Preferred Plus membership and services are provided by a third party. The Bank of Nova Scotia and its affiliates are not responsible for Avis Preferred Plus membership and services.
- 8 You must be an eligible Visa Infinite Business cardholder with a valid Visa Infinite Business Card to take advantage of the Visa Infinite benefits and services. Discounts and benefits are non-transferable and discounts cannot be combined with any other offer or discount. Visa reserves the

right to modify or cancel offers at any time and without notice. Neither Visa nor the Issuer is responsible for any claims or damages arising from use of any benefits or services provided by a third party. All offers, benefits and services are subject to complete terms and conditions, including third party suppliers' terms and conditions (available at www.visainfinite.ca/infinite/en/terms.html). The Visa Infinite privacy notice (available at www.visa.ca/en_CA/legal/global-privacy-notice.html) applies to all benefits and services that require enrollment through, or are otherwise provided by, the Visa Infinite Concierge or the Visa Infinite website. The collection, use and disclosure of cardholders' personal information by third party suppliers of services and benefits to Visa Infinite Business Cardholders are subject to such third parties' own privacy policies. All Visa Infinite Benefits are provided by Visa or its affiliates. The Bank of Nova Scotia and its affiliates are not responsible for Visa Infinite benefits.

- ⁹ You will earn 1.5 Scene+ points per \$1 on eligible purchases. Points are not awarded for Cash Advances (including Balance Transfers, Scotia® Credit Card Cheques and Cash-Like Transactions), Scene+ Dollars, returns, refunds or other similar credits, payments, fees, interest charges or service transaction charges. If your account is not in good standing, the accumulated Scene+ points are not eligible for redemption.
- ¹⁰ If your account with Scotiabank that earns Scene+ points is not in good standing, the accumulated Scene+ points earned on that account are not eligible for redemption. Your Scene+ Account may be closed if your Scene+ Membership Card was not used to earn, redeem or complete any other reward transaction activity in more than 24 consecutive months, unless you have a Scene+ Scotiabank debit or credit card that earns Scene+ points that has not been cancelled and for which the underlying account remains open with Scotiabank. If your Scene+ Account is closed, you will forfeit all Scene+ points in your Scene+ Account. Unless prohibited by law, earning Scene+ points through a Scene+ Scotiabank debit or credit card shall not be considered earning Scene+ points on your Scene+ Account unless the Scene+ Scotiabank debit or credit card has been linked to your Scene+ Account. If your Scene+ Scotiabank credit card is closed by Scotiabank because it is not in good standing, only the Scene+ points earned on the credit card will be forfeited immediately. For more details, refer to the Scene+ Program Terms and Conditions.
- ¹¹ The Scene+ Travel Service and call centre is Powered by Expedia. Visit sceneplus.ca for full terms and conditions about the Scene+ Program and Scene+ Travel.
- ¹² A minimum of 5,000 Scene+ points are required to be redeemed per redemption when using the Apply Points to Travel option. To redeem Scene+ points, the Scene+ Scotiabank credit or debit card must be open and in good standing, and the merchant category code must be recognized by Scotiabank's system as described in the Scene+ Program Terms and Conditions. The value of the Scene+ points redeemed cannot exceed the amount of the Apply Points to Travel redemption charged to your Scene+ Scotiabank credit or debit card. Scene+ points redeemed for an Apply Points to Travel redemption cannot be reversed once posted to your Scene+ Scotiabank credit or debit card.

- ¹³ The enclosed Certificate of Insurance contains full details of all coverages such as definitions, benefits, limitations, and exclusions, including a pre-existing exclusion for certain benefits. Common Carrier Travel Accident Insurance and Travel Emergency Medical Insurance are underwritten by Manulife. All other coverages are underwritten by Manulife and its subsidiary FNAIC. The Bank of Nova Scotia is not an insurer. All claims for insurance indemnities must be forwarded to the administrator.
- ¹⁴ This program is underwritten by FNAIC. Conditions, limitations and exclusions apply. Please read the Program Terms and Conditions carefully.
- ¹⁵ Scotia Business Loan Protection is underwritten by The Canada Life Assurance Company.
- ¹⁶ Click to Pay is an online checkout solution provided by a third party that supports American Express, Mastercard and Visa cards and is based on EMV® SRC Specifications. The Bank of Nova Scotia is not responsible for this service.

CERTIFICATE OF INSURANCE

Amended and Restated Effective:
July 1, 2021

IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL

Your credit card includes travel coverage - what's next? We want you to understand (and it is in your best interests to know) what your Certificate of Insurance includes, what it excludes, and what is limited (payable but with limits). Please take time to read through your Certificate of Insurance before you travel. Capitalized terms are defined in your Certificate of Insurance.

- Travel insurance covers claims arising from sudden and unexpected situations (i.e.: accidents and emergencies) and typically not follow-up or recurrent care.
- To qualify for this insurance, you must meet all the eligibility requirements.
- This insurance contains limitations and exclusions (e.g.: Medical Conditions that are not stable, pregnancy, child born on trip, use of alcohol, high risk activities, etc.).
- This insurance may not cover claims related to Pre-Existing Conditions, whether disclosed or not.
- Contact the administrator before seeking Emergency Medical Treatment or your benefits may be limited or denied.
- In the event of a claim your prior medical history may be reviewed.

IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. IF YOU HAVE QUESTIONS, CALL 1-800-263-0997.

This Certificate of Insurance contains a clause which may limit the amount payable. Additionally, this Certificate of Insurance contains a provision removing or restricting the right of the Insured Person to designate persons to whom or for whose benefit insurance money is payable.

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 1, 2021, and is provided to eligible Scotiabank Passport™ Visa Infinite Business* Cardmembers. Purchase Security, Extended Warranty, Lost Luggage, Delayed Luggage, Hotel/Motel Burglary, Rental Car Collision/Loss Damage, and Flight Delay Insurance under Group Policy No. **BNS749** is underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife). Trip Cancellation and Trip Interruption Insurance under Group Policy No. **BNS749** is underwritten by Manulife and FNAIC. Medical covered causes for a claim are underwritten by Manulife. Non Medical covered causes for a claim are underwritten by FNAIC. Common Carrier Travel Accident and Travel Emergency Medical Insurance under Group Policy No. **BNS749** is underwritten by Manulife. Each insurer is hereinafter referred to individually or collectively as the "Insurer", as appropriate, and each Group Policy is hereinafter referred to individually or collectively as the "Policy", as appropriate. The Policy is 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 head office for Manulife and FNAIC is located at 250 Bloor St. E. Toronto, Ontario M4W 1E5.

Claim payment and administrative services are provided by the administrator. Manulife has appointed Active Claims Management (2018) Inc., Operating as "Active Care Management", "ACM", "Global Excel Management" and/or "Global Excel" as the provider of all assistance and claims services under this Policy.

In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

A. DEFINITIONS

In this Certificate of Insurance, the following words or phrases have the meanings set forth below:

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 Cardmember's Scotiabank Passport Visa Infinite Business Account, which must be in Good Standing with the Policyholder.

Cardmember means any Cardmember who is a natural person resident in Canada to whom a Scotiabank Passport Visa Infinite Business card is issued and whose name is embossed on the card. The Cardmember may be referred to as "You" or "Your".

Car Sharing means a car rental club that provides its members with 24-hour access to its own fleet of cars parked in a convenient location and does not include online marketplace services which facilitate the rental of privately owned cars, or other similar online services.

Check In means the moment the Insured Person registers at the Hotel/Motel.

Check Out means the moment the Insured Person vacates the Hotel/Motel room and pays the itemized total cost incurred for the duration of the stay by charging the full cost to the Account.

Checked Luggage means suitcases or other containers specifically designated for carrying personal belongings, for which a baggage claim check has been issued to the Insured Person by a Common Carrier.

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

Delayed Luggage means an Insured Person's Checked Luggage which is delayed by the Common Carrier for more than 4 hours from the Insured Person's time of arrival at the Final Destination.

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 Scene+® 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.

Emergency Medical Treatment means treatment necessary for the immediate relief of a Medical Emergency.

Essential Items mean the minimum essential clothing and toiletries, the purchase of which is rendered absolutely necessary and indispensable due to the delay of Your Checked Luggage.

Final Destination means the away-from-home ticketed destination for any particular day of travel, as shown on your Ticket.

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 an 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 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.

Hotel/Motel means an establishment located in Canada or the United States that provides lodging for the general public, and usually meals, entertainment, and various personal services. Hotel/Motel does not include a privately-owned residence offered for rental through an online marketplace service, or other similar online service.

Immediate Family Member means an eligible Cardmember's relative as outlined under the applicable benefit.

Insured Item means a new item (a pair or set being one item) of personal property for which the full Purchase Price is charged to an Account and/or paid with Scene+ points.

Insured Person means a Cardmember and, where specified, certain other eligible persons as outlined under the applicable benefit.

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.

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.

Loss of Use means the amount charged by a car rental agency to compensate it when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

Manufacturer's Warranty means an express written warranty valid in Canada or the United States issued by the original manufacturer of the Insured Item at the time of purchase, excluding any extended warranty offered by the manufacturer or any third party.

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

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 the illness or accidental injury has been treated such that the Insured Person's condition has stabilized. Treatment provided when medical evidence indicates that an Insured Person could delay treatment or return to Canada for such treatment, is not considered a Medical Emergency and is not covered.

Mysterious Disappearance means the vanishing of an item which cannot be explained, i.e. there is an absence of evidence of a wrongful act of another person.

Network means the network of Hospitals, Doctors and other medical providers with which the administrator has entered into an agreement to provide Emergency Medical Treatment under the Policy.

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

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 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.

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 or 365-day period, as applicable, 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.

Purchase Price means the actual cost of the Insured Item, including any applicable taxes, as shown on the store receipt.

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.

Rescheduling Expenses means the additional charges associated with Eligible Expenses, including administrative and change fees, which result from

rescheduling a Trip, prior to departure, and which have been charged to Your Account and/or Your Scene+ points.

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

Ticket means evidence of fare paid for travel on a Common Carrier, which has been charged to Your Account and/or paid with Scene+ points.

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 Doctor, 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.

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. Maximum number of Travelling Companions is three (3) persons.

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.

B. Purchase Security, Extended Warranty, Lost Luggage, Delayed Luggage and Hotel/Motel Burglary Insurance

1. PURCHASE SECURITY

For this coverage, Insured Person means the Cardmember. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits.

a) **Benefits** – Purchase Security coverage automatically, without registration, protects most new Insured Items purchased anywhere in the world (provided the full Purchase Price is charged to the Account and/or paid with Scene+ points) by insuring them for 90 days from the date of purchase in the event of loss, theft, or damage in excess of other insurance. If an Insured Item is lost, stolen or damaged, the administrator will reimburse You the lesser of the repair or replacement cost, not exceeding the original Purchase Price charged to the Account, subject to the Additional Limits of Liability and Exclusions stated in Section 6.

b) **Excluded Items** – Purchase Security does not cover the following items: travellers cheques, cash, tickets or any other negotiable instruments; bullion, rare or

precious coins; art objects (such as but not limited to hand-made items, limited editions, original, signature pieces or collectible plates); pre-owned or used items, including antiques and demos; animals; living plants; perishables such as food and liquor; aircraft and parts and accessories thereof; automobiles, motorboats, motorcycles or any other motorized vehicles and parts and accessories thereof; items consumed in use; services; ancillary costs incurred in respect of an Insured Item and not forming part of the Purchase Price; parts and/or labour required as a result of mechanical breakdown; mail order items until received and accepted by the Cardmember in new and undamaged condition; jewellery transported/stored in baggage which is not under the personal supervision of the Cardmember or Cardmember's travelling companion.

- c) **Gifts** – Insured Items the Cardmember gives as gifts are covered by Purchase Security. In the event of a claim, the Cardmember, not the recipient of the gift, must make the claim for benefits.
- d) **Other Insurance** – Where an Insured Person has other insurance, the loss or damage MUST be reported to the primary carrier in addition to filing with the administrator, and copies of the payout documents from the other insurance carrier must be provided to the administrator. If the loss or damage is not covered under the other insurance, a letter from the other insurance carrier so indicating may be required. The insurance extended under the Policy by the Insurer is issued strictly as excess coverage and does not apply as contributing insurance. The coverage extended under the Policy will reimburse the Cardmember only to the extent a permitted claim exceeds coverage and payment under other insurance, regardless of whether the other insurance contains provisions purporting to make its coverage non-contributory or excess. The Policy also provides coverage for the amount of the deductible under other insurance.
- e) **Termination** – Coverage ends the earliest of:
 - (i) the date the Account is cancelled, closed or ceases to be in Good Standing;
 - (ii) the date the Cardmember ceases to be eligible for coverage; and
 - (iii) the date the Policy terminates.

No coverage will be provided for items purchased after the Policy termination date.

2. EXTENDED WARRANTY

For this coverage, Insured Person means the Cardmember. No other person or entity shall have any

right, remedy or claim, legal or equitable to the benefits.

- a) **Benefits** – Extended Warranty coverage provides the Cardmember with double the period of repair services otherwise provided by the original Manufacturer’s Warranty, to a maximum of 1 additional year, when the full Purchase Price is charged to the Account and/or paid with Scene+ points on most Insured Items purchased anywhere in the world. Extended Warranty benefits are limited to the lesser of the cost to repair or the original Purchase Price charged to the Account, subject to the Additional Limits of Liability and Exclusions stated in Section 6.
- b) **Registration** – Insured Items with a Manufacturer’s Warranty of 5 or more years are ONLY covered if registered within the first year of purchase. Insured Items with a Manufacturer’s Warranty of less than 5 years DO NOT require registration. To register item(s) with a Manufacturer’s Warranty of more than 5 years for the Extended Warranty benefit, call **1-800-263-0997** between 8:00 a.m. and 9:00 p.m. Monday through Friday, and 8:30 a.m. to 5:00 p.m. on Saturday, EST. You will be required to send copies of the following items to the administrator within 1 year after the Insured Item is purchased:
 - (i) a copy of the original vendor sales receipt;
 - (ii) the customer copy of Your sales receipt;
 - (iii) the serial number of the item; and
 - (iv) a copy of the original Manufacturer’s Warranty.
- c) **Excluded Items** – Extended Warranty does not cover the following items: aircraft and parts and accessories thereof; automobiles, motorboats, motorcycles and any other motorized vehicles and parts and accessories thereof; used items; living plants; trim parts; services; dealer and assembler warranties; or any other obligation other than those specifically covered under the terms of the original Manufacturer’s Warranty.
- d) **Gifts** – Insured Items the Cardmember gives as gifts are covered under the Extended Warranty coverage subject to compliance with the terms and conditions of the coverage offered hereunder.
- e) **Other Insurance** – Where an Insured Person has other insurance, the loss or damage MUST be reported to the primary carrier in addition to filing with the administrator, and copies of the payout documents from the other insurance carrier must be provided to the administrator. If the loss or damage is not covered under the other insurance, a letter from the other insurance carrier so indicating may be required. The insurance extended under the

Policy by the Insurer is issued strictly as excess coverage and does not apply as contributing insurance. The coverage extended under the Policy will reimburse the Cardmember only to the extent a permitted claim exceeds coverage and payment under other insurance, regardless of whether the other insurance contains provisions purporting to make its coverage non-contributory or excess. The Policy also provides coverage for the amount of the deductible under other insurance.

- f) **Termination** – Coverage ends the earliest of:
- (i) the date the Account is cancelled, closed or ceases to be in Good Standing;
 - (ii) the date the Cardmember ceases to be eligible for coverage; and
 - (iii) the date the Policy terminates.

No coverage will be provided for items purchased after the Policy termination date.

3. LOST LUGGAGE

For this coverage Insured Person means the Cardmember and any Immediate Family Member travelling with a Cardmember. Immediate Family Member means the Cardmember's Spouse, and eligible Dependent Children.

- a) **Benefits** – Lost Luggage coverage provides protection from theft or permanent misdirection of the Checked Luggage by a Common Carrier up to a maximum of \$1,000 per Trip for all Insured Persons on the same Trip provided that the full price of the Insured Person's fare has been charged to an Account and/or paid with Scene+ points. Payment is based on the actual replacement cost of any lost or stolen article provided the article is actually replaced. Otherwise, payment is based on the actual cash value of the article at the time of loss.
- b) **Excluded Items** – Lost Luggage does not cover: animals; any conveyance or appurtenances except bicycles; contact lenses; eyeglasses; hearing aids; artificial teeth; dental bridges; prosthetic limbs; money; securities; credit cards and any other negotiable instruments; tickets and documents; cameras; sporting equipment; art objects (such as but not limited to hand-made items, limited editions, original, signature pieces or collectible plates); electronic equipment; luggage not checked; luggage held, seized, quarantined or destroyed by a customs or government agency; or where a reimbursement or a non-monetary (tickets, coupons, travel vouchers) settlement is made by the Common Carrier.

4. DELAYED LUGGAGE

For this coverage, Insured Person means the Cardmember and any Immediate Family Member travelling with a Cardmember. Immediate Family Member means the Cardmember's Spouse, and eligible Dependent Children.

- a) **Benefits** – Delayed Luggage coverage reimburses an Insured Person for the cost of replacing Essential Items, if the Insured Person's Checked Luggage is not delivered within 4 hours from the Insured Person's time of arrival at the Final Destination, provided the full price of the Insured Person's fare has been charged to an Account and/or paid with Scene+ points. The Essential Items must be purchased before the Checked Luggage is returned to the Insured Person and no later than 96 hours after the Insured Person's time of arrival at the Final Destination. The maximum benefit payable under Delayed Luggage coverage per Trip for all Insured Persons on the same Trip is \$1,000.
- b) **Excluded Items** – The Delayed Luggage coverage does not cover: losses occurring when Checked Luggage is delayed on an Insured Person's return home to their province or territory of residence in Canada; expenses incurred more than 96 hours after the Insured Person's time of arrival at the Final Destination; expenses incurred after the Checked Luggage is returned to the Insured Person; losses caused by or resulting from any criminal act by the Insured Person; baggage not checked; baggage held, seized, quarantined or destroyed by a customs or government agency; money; securities; credit cards; negotiable instruments; tickets; or documents of any nature whatsoever.

5. HOTEL/MOTEL BURGLARY

For this coverage, Insured Person means the Cardmember and any Immediate Family Member travelling with a Cardmember. Immediate Family Member means the Cardmember's Spouse, and eligible Dependent Children.

- a) **Benefits** – The Hotel/Motel Burglary coverage protects the Insured Person, for the period of time between Check In and Check Out, from theft of most items of personal property from a Hotel/Motel room where there is evidence of forceful entry, ONLY within the territorial limits of Canada and the United States. Coverage is up to a maximum of \$1,000, in excess of other insurance and/or payments made by the Hotel/Motel, provided the full cost of the Hotel/Motel room has been charged to the Account and/or paid with Scene+ points.

- b) **Excluded Items** – Hotel/Motel Burglary does not cover: cash; travellers cheques; securities; credit cards; or any other negotiable instruments; tickets and documents.

6. ADDITIONAL LIMITS OF LIABILITY AND EXCLUSIONS

- a) **Limits of Liability** – There is a maximum lifetime liability of \$60,000 under the Purchase Security and Extended Warranty coverages.

In the event that the Insured Item cannot be repaired or replaced, the administrator, at its sole option, may reimburse You up to the Purchase Price of the Insured Item.

Claims for items belonging to and purchased as a pair or set will be paid for at the full Purchase Price of the pair or set provided that the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of the pair or set are usable individually, liability will be limited to payment equal to the proportionate part of the Purchase Price that the number of damaged or stolen parts bears to the number of parts in the complete pair or set.

- b) **Exclusions** – The Policy does NOT provide coverage for losses resulting from: misuse or abuse; fraud; normal wear and tear; inherent product defects (which means imperfections which impair the use of the product); Mysterious Disappearance; theft from a vehicle unless the vehicle is locked and there are visible signs of forced entry; flood, earthquake or radioactive contamination; hostilities of any kind (including war, invasion, terrorism, rebellion or insurrection), confiscation by authorities, risks of contraband or illegal activity; or incidental and consequential damages, including bodily injury, property, punitive and exemplary damages and legal fees.

7. CLAIMS

- a) **Filing a Claim** – To initiate a claim, the Cardmember must notify the administrator as soon as reasonably possible and PRIOR to proceeding with any action or repairs and no later than 90 days from the date of loss or damage, by calling **1-800-263-0997** from Canada and the United States or **416-977-1552** locally or collect from other countries.
- b) **Validation of a Claim** – The Cardmember MUST maintain ORIGINAL copies of all documents required. Where a claim is due to fraud, malicious acts, burglary, robbery, theft or attempt thereof, or is suspected to be so caused, the Cardmember MUST give immediate notice to the police or other authorities having jurisdiction. The Cardmember may be required to send, at the Cardmember's expense

and risk, the damaged Insured Item on which a claim is based, to an address designated by the administrator.

- c) **Claim Form** – Upon notifying the administrator of the loss, the Cardmember will be sent a claim form. The completed claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within 1 year from the date on which the loss occurred.
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 one 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.
- d) **Payment of Claim** – Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by the administrator.
- e) **Purchase Security** – Under the Purchase Security coverage, the Cardmember will be required to complete a claim form and MUST include copies of the customer copy of the original store receipt, Scotiabank Passport Visa Infinite Business charge slip, and Account statement and police report if obtainable, and if not obtainable, the department, file number, address, contact name on the file and telephone number, and any other information reasonably required by the administrator to determine the Cardmember's eligibility for benefits under the Policy.
- f) **Extended Warranty** – Under the Extended Warranty coverage, the Cardmember will be required to complete a claim form PRIOR to proceeding with any repairs and MUST include copies of the customer copy of the original store receipt, Scotiabank Passport Visa Infinite Business charge slip, and Account statement and Manufacturer's Warranty. Upon receipt of the completed documentation, if the claim is eligible for coverage under the Policy, the administrator will provide a notice to the Cardmember containing an authorization to proceed with the necessary repairs and the particulars of the repair facility designated to complete the necessary repairs.
- g) **Lost Luggage** – Under the Lost Luggage coverage, the Cardmember will be required to complete the claim form and MUST include copies of the Common Carrier ticket, the baggage claim ticket, Scotiabank Passport Visa Infinite Business charge slip and Account statement and a written statement from the Common Carrier confirming:
 - (i) the date, time and details of loss;

- (ii) payout documentation from the Common Carrier including a copy of the cheque, claim form, a list of items lost and their value; and
 - (iii) any other information reasonably required by the administrator to determine coverage eligibility.
- h) **Delayed Luggage** – Under the Delayed Luggage coverage, the Cardmember will be required to complete the claim form and MUST include copies of the Scotiabank Passport Visa Infinite Business charge slip and Account statement. In addition, the Cardmember will be required to submit itemized receipts for actual expenses incurred for Essential Items and a written statement from the Common Carrier confirming all of the following specifics:
- (i) date and time of delay;
 - (ii) date and time that the Checked Luggage was returned to the Insured Person;
 - (iii) reason or circumstances surrounding the delay; and
 - (iv) any other information reasonably required by the administrator.
- i) **Hotel/Motel Burglary** – Under the Hotel/Motel Burglary coverage, the Cardmember will be required to complete a claim form and MUST include copies of the Scotiabank Passport Visa Infinite Business charge slip and Account statement, a written statement from the Hotel/Motel confirming the date, time and details of the loss, police report if obtainable, and if not obtainable, the department, file number, address, contact name on the file, and telephone number, payout documentation from the other insurance carrier, if applicable, and any other information reasonably required by the administrator to determine coverage eligibility.

C. Trip Cancellation and Trip Interruption Insurance

For this coverage:

- **Insured Person** means the Cardmember and/or his or her Spouse, and eligible Dependent Children if the full cost of his or her Eligible Expenses for the Trip has been charged to the Account.
- **Immediate Family Member** means a 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.

1. ELIGIBILITY

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

2. 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 the administrator as soon as a Cause for Cancellation arises.

You will be reimbursed for any Rescheduling Expenses which are not refundable or reimbursable in any manner if, prior to Your scheduled departure, an Insured Person chooses to reschedule a Trip due to one of the following Covered Causes for Cancellation. The amount payable is the lesser of the Rescheduling Expenses and the amount that would have been paid under this Certificate if the Trip had been cancelled outright. Your rescheduled trip will be considered a new Trip under this Certificate and the Pre-existing Condition period will be measured from the date the new Trip was booked.

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, a Travelling Companion, an Insured Person's Immediate Family Member or a Travelling Companion's Immediate Family Member occurring after the Trip is booked and within 31 days prior to the scheduled Trip departure date;
- 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 prevents the Insured Person or Travelling Companion 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 or Travelling Companion to cancel the Trip or that the Accidental Bodily Injury or sickness made it impossible for the Insured Person or Travelling Companion to start the Trip;

- c) Hospitalization due to an Accidental Bodily Injury or a sudden and unexpected sickness of an Insured Person's Immediate Family Member or a Travelling Companion's Immediate Family Member scheduled to occur 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 booking the Trip;
- d) Hospitalization of an Insured Person's Immediate Family Member or a Travelling Companion's Immediate Family Member, which did not result from a Pre-existing Condition, occurring after the Trip was booked and within 31 days prior to the Trip departure date;
- e) Hospitalization or death of an Insured Person's Legal Business Partner or Key Employee or of a Travelling Companion's Legal Business Partner or Key Employee occurring after the Trip was booked; and;
- f) Hospitalization or death of an Insured Person's host or a Travelling Companion's host at destination occurring after the Trip was booked.

Non-Medical Covered Causes for Cancellation:

- 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:

- (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 of volcanic eruption.

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, the Insured Person must cancel the Trip and You must notify the administrator by calling **1-800-263-0997** from Canada and the United States or **416-977-1552** locally or collect from other countries within 48 hours of the time the covered cause for cancellation arose.

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 the administrator as soon as a covered 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 the administrator, 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 the administrator by calling **1-800-263-0997** from Canada and the United States or **416-977-1552** locally or collect from other countries. They will assist You in making the necessary arrangements to return.

4. LIMITATIONS AND EXCLUSIONS

No benefits are payable in respect of any Trip cancellation or Trip 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 9 weeks of the expected delivery date;
- e) neo-natal care;
- f) intentionally self-inflicted injury, suicide or any attempt thereat;
- g) illness or accidental injury sustained while under the influence of drugs, medication, alcohol or other intoxicants;
- h) participation in a criminal offence;
- i) acts of terrorism, insurrection or war, whether declared or undeclared;
- j) voluntary participation in a riot or civil commotion; 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 Scene+ points.

5. CLAIMS PROCEDURES

You must contact the administrator by calling **1-800-263-0997** from Canada and the United States or **416-977-1552** 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 Passport Visa Infinite Business 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 the administrator that the cancellation or interruption of the Trip resulted from a covered cause for cancellation or 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.

D. Flight Delay Insurance

For this coverage, Insured Person means a Cardmember and/or his or her Spouse, and eligible Dependent Children when travelling with the Cardmember and/or his or her Spouse.

1. Benefits

The administrator will reimburse the Cardmember for all Insured Persons travelling on the same Trip if the confirmed scheduled flight departure from any airport is delayed by 4 hours or more, for necessary and reasonable expenses incurred with respect to hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items (such as a magazine, paperback book and other such small items) within 48 hours of the delay or denied boarding, to a maximum of \$500 per Insured Person on the same Trip, provided that:

- (i) at least 75% of the full cost of the delayed flight was charged to Your Account and/or paid with Scene+ points;
- (ii) no alternative transportation is made available to the Cardmember within 4 hours of the scheduled departure time of the original flight;
- (iii) delay of the flight was the result of strike by airline personnel, quarantine, civil commotion, hijack, natural disaster, inclement weather, mechanical breakdown or denied boarding due to overbooking; and
- (iv) the Cardmember provides the required proof of loss to the administrator, including plane ticket(s) or the Scotiabank Passport Visa Infinite Business sales receipt for the plane ticket(s), a written statement from the airline confirming

and detailing the delay and itemized original receipts with respect to the necessary and reasonable expenses incurred for hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items.

This coverage is in excess of all other applicable valid insurance, indemnity, reimbursement or protection available to You in respect of the claim. The Insurer will be liable only for the amount of loss or damage over the amount covered under such other insurance, indemnity, reimbursement or protection and for the amount of any applicable deductible, only if all such other coverage has been claimed under and exhausted and subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

2. Limitations and Exclusions

The Insurer does not cover loss caused by or resulting from:

- (i) criminal or fraudulent acts of the Insured Person;
- (ii) war, whether declared or undeclared, civil war, insurrection, rebellion or revolution; or
- (iii) any warlike act by any government or military force.

3. How to Claim

In the event of a claim, contact the administrator by calling **1-800-263-0997** from Canada and the United States or **416-977-1552** locally or collect from other countries.

E. Rental Car Collision/Loss Damage Insurance

For this coverage, Insured Person means a 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.

1. ELIGIBILITY

You are eligible for Rental Car Collision/Loss Damage (CLD) insurance 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 Scotiabank Passport Visa Infinite Business card (if arranged in advance, by booking or reserving the car rental with Your Scotiabank Business Visa Infinite card) and by providing an imprint of Your Scotiabank Passport Visa Infinite Business card at the time You take possession of the car;

- 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 either:
 - i) charge the entire cost of the car rental to Your Account; or
 - ii) use Your Scene+ points to pay for all or part of the rental provided that, if Your Scene+ points do not pay for the entire cost of the car rental, the remaining cost is charged to Your Account.

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 forty-eight (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 jurisdictions, the law requires the rental agencies to provide CDW or LDW in the price of the car rental. In these locations, 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 CDW or LDW premiums charged by rental agencies will be reimbursed under the Policy.

Notes:

- Rental vehicles which are part of pre-paid travel packages are eligible for CLD insurance if the total package was charged to Your Account and all other eligibility requirements are met.
- Rental vehicles which are part of a Car Sharing program are eligible for 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 are met. Some Car Sharing plans will include CDW/LDW in their membership fee. If Your Car Sharing membership includes CDW/LDW and there is no option to waive, then CLD insurance under this Policy will only provide coverage for any deductible You may be held responsible for, provided all the other requirements outlined in this Certificate of Insurance have been met.

- “Free rentals” are also eligible for 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 or days 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).

2. BENEFITS

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.)

3. TYPES OF RENTAL VEHICLES COVERED

The types of rental vehicles covered include cars, sports utility vehicles and mini-vans (as defined below).

Mini-vans are covered provided they:

- a) are for private passenger use with seating for no more than 8 occupants including the driver; and
- b) are not to be used for hire by others.

4. TYPES OF RENTAL VEHICLES NOT COVERED

Vehicles which belong to the following categories are NOT covered:

- a) vans, other than mini-vans as described above;
- b) trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
- c) off-road vehicles;
- d) motorcycles, mopeds or motorbikes;
- e) campers, trailers or recreational vehicles;
- f) vehicles not licensed for road use;
- g) mini-buses or buses;
- h) antique cars (cars which are over 20 years old or have not been manufactured for 10 years or more);

- i) any vehicle which is either wholly or in part hand-made, or has a limited production of under 2,500 vehicles per year;
- j) any vehicle with a manufacturer's suggested retail price excluding all taxes, over sixty-five thousand dollars (\$65,000), at the time and place of loss;
- k) tax-free cars (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);
- l) vehicles towing or propelling trailers or any other object; and
- m) expensive or exotic vehicles.

5. LIMITATIONS AND EXCLUSIONS

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; or
- e) damage/loss arising directly or indirectly from:
 - (i) operation of the vehicle by any driver other than an Insured Person;
 - (ii) operation of the vehicle on other than regularly maintained roads;
 - (iii) alcohol intoxication where the driver's blood alcohol concentration is equal to or over the blood alcohol concentration limit for impaired driving under the Criminal Code of Canada or the jurisdiction in which the vehicle rental occurred, if lower, or where the driver is charged for impaired driving;
 - (iv) use of narcotic drugs by the driver;
 - (v) any dishonest, fraudulent or criminal act committed by the Insured Person and/or any authorized driver;
 - (vi) operation of the rental vehicle contrary to the terms of the rental agreement/contract;
 - (vii) wear and tear, gradual deterioration, or mechanical breakdown of the vehicle;
 - (viii) road damage to tires unless in conjunction with an insured cause;
 - (ix) insects or vermin, inherent vice or damage;
 - (x) war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating, or defending against such action;

- (xi) seizure or destruction under quarantine or customer regulations, confiscation by order of any government or public authority;
- (xii) transportation of contraband or illegal trade;
- (xiii) transportation of property or passengers for hire; or
- (xiv) nuclear reaction, radiation or radioactive contamination.

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

- a) 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 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 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 administrator by calling **1-800-263-0997** from Canada and the United States or **416-977-1552** locally or collect from other countries. Advise the rental agent that You have reported the claim and provide the administrator's phone number. ***Do not sign a blank sales draft to cover the damage and Loss of Use charges.***

7. TERMINATION OF INSURANCE

Coverage under the Policy ends at the earliest of:

- a) the date and time the rental agency reassumes control of the rental vehicle, whether at its place of business or elsewhere;
- b) the date the Insured Person ceases to be eligible for coverage;
- c) the date the Account is cancelled or closed or ceases to be in Good Standing; and
- d) 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.

F. Common Carrier Travel Accident Insurance

For this coverage, Insured Person means a Cardmember and/or his or her Spouse, and eligible Dependent Children while travelling with the Cardmember and/or his or her Spouse.

1. BENEFIT

You and/or Your Spouse, and Dependent Children while travelling with You and/or Your Spouse, will be eligible for benefits under Common Carrier Travel Accident Insurance, provided at least 75% of the cost of the Ticket is charged to Your Account and/or paid for with Scene+ points, according to the following schedule:

Accidental Loss of:	<u>Amount of Benefit</u>	
	Cardmember or Spouse	Dependent Children
Life [†]	\$500,000	\$50,000
Total and Permanent Disability ^{††}	\$500,000	\$500,000
Both hands or both feet	\$500,000	\$500,000
One foot or one hand and the entire sight of one eye	\$500,000	\$500,000
Sight of both eyes	\$500,000	\$500,000
One hand and one foot	\$500,000	\$500,000
Speech and hearing	\$500,000	\$500,000
One hand or one foot	\$250,000	\$250,000
Sight of one eye	\$250,000	\$250,000
Speech	\$250,000	\$250,000
Hearing	\$250,000	\$250,000

[†] 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.

^{††} 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 \$1,000,000 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.

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

2. 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.

[†] 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.

^{††} 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 \$1,000,000 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.

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

2. 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.

3. 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.

4. 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.

5. 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.

6. MAKING A CLAIM

In the event of a claim, notify the administrator by calling **1-800-263-0997** from Canada and the United States or **416-977-1552** locally or collect from other countries. 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 administrator 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 administrator 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.

G. Travel Emergency Medical Insurance

For this coverage, Insured Person means a Cardmember and/or his or her Spouse, and eligible Dependent Children. *Coverage is provided for the first 25 consecutive days for Insured Persons under 65 years of age and for the first 10 consecutive days for Insured Persons 65 years of age or older.*

1. ELIGIBILITY

For this coverage, the Cardmember and/or his or her Spouse who is a resident of Canada and covered by a GHIP, and Dependent Children are eligible for Travel Emergency Medical coverage, provided that Your Account is in Good Standing.

2. COVERAGE PERIOD

Coverage Period For Insured Persons under age 65 (on the Trip departure date)

For the Travel Emergency Medical benefit, only the first 25 consecutive days of a Trip, as determined by the originally scheduled departure and return dates, will be covered.

There is no coverage for that portion of a Trip which extends beyond the first 25 consecutive days under this Certificate of Insurance. In the event of a claim, proof of scheduled Trip duration will be required. Coverage begins at 12:01 a.m. on the date the Insured Person leaves his or her province or territory of residence in Canada on a Trip. Coverage will terminate on the earliest of the following:

- a) the date the Insured Person returns to his or her province or territory of residence in Canada;
- b) the date the Account is cancelled, closed or ceases to be in Good Standing;
- c) the date the Insured Person has been absent for more than 25 consecutive days (including the day of departure and day of return) from his or her province or territory of residence in Canada;
- d) the date the Insured Person ceases to be eligible for coverage (for Dependent Children, see the Definitions section for age limits); or
- e) 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.

Coverage Period For Insured Persons age 65 or older (on the Trip departure date)

For the Travel Emergency Medical benefit, only the first 10 consecutive days of a Trip, as determined by the originally scheduled departure and return dates, will be covered.

There is no coverage for that portion of a Trip which extends beyond the first 10 consecutive days under this Certificate of Insurance. In the event of a claim, proof of scheduled Trip duration will be required.

Coverage begins at 12:01 a.m. on the date the Insured Person leaves his or her province or territory of residence in Canada on a Trip. Coverage will terminate on the earliest of the following:

- a) the date the Insured Person returns to his or her province or territory of residence in Canada;
- b) the date the Account is cancelled, closed or ceases to be in Good Standing;
- c) the date the Insured Person has been absent for more than 10 consecutive days (including the day of departure and day of return) from his or her province or territory of residence in Canada;
- d) the date the Insured Person ceases to be eligible for coverage (for Dependent Children, see the Definitions section for age limits); or
- e) 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.

3. AUTOMATIC EXTENSION OF COVERAGE

Coverage will be automatically extended beyond the 25-day limit for Insured Persons under 65 years of age or beyond the 10-day limit for Insured Persons 65 years of age or older for up to 3 days following the end of a Medical Emergency.

In addition, Travel Emergency Medical Insurance coverage will also be automatically extended beyond the 25-day limit for Insured Persons under 65 years of age or beyond the 10-day limit for Insured Persons 65 years of age or older for up to 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) an accident or the mechanical breakdown of an Insured Person's personal vehicle.

4. BENEFITS

In the event of a Medical Emergency, Reasonable and Customary Charges for Emergency Medical Treatment will be paid by the administrator, 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 and Doctor Charges for Emergency Medical Treatment.

Private Duty Nursing when prescribed by a Doctor.

Diagnostic Services including laboratory tests and 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 the administrator.

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 the Insured Person's province or territory of residence in Canada (when approved and arranged by the administrator) in the event 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 United States.

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 wheelchairs.

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 his or her province or territory of residence in Canada if further medical treatment is warranted and when approved and arranged by the administrator.

Transportation to Bedside from Canada for one of the Insured Person's Spouse, parent, child, brother or sister when the Insured Person is hospitalized and expected to remain so for 3 days or more. This benefit must be pre-approved by the administrator. This benefit includes one round-trip economy airfare, food and accommodation expenses of \$100 per day to a maximum of \$1,500. This Travel Emergency Medical insurance will be extended, at no charge, 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 his or her province or territory of residence in Canada, or in the case of a rented vehicle, to the nearest appropriate rental location, when the Insured Person is 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 3 days immediately following the date of 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 province or territory of residence in Canada.

5. MEDICAL EMERGENCY PROCEDURES

When a Medical Emergency occurs, You must contact the administrator without delay. See Section 6 for coverage Limitations.

24-hour assistance is available by calling **1-800-263-0997** from within Canada and the United States, or **416-977-1552** locally or collect from other countries. If calling the administrator from somewhere in the world where a collect call is not possible, call direct and You will be reimbursed.

The administrator 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.

The administrator 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.

6. LIMITATIONS

Failure to notify the administrator immediately following a Medical Emergency, or as soon as possible under the circumstances, will limit the benefits payable under this Certificate of Insurance as follows:

- No benefits will be payable for surgery or invasive procedures (such as cardiac catheterization) without prior approval by the administrator, 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, the administrator reserves the right to transfer the Insured Person to an appropriate Network facility or to his or her 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.

7. EXCLUSIONS

No benefits are payable for any expenses incurred directly or indirectly as a result of:

- a) any Pre-existing Condition as defined herein;
- 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 9 weeks of the expected delivery date;
- f) neo-natal care;
- g) participation in a criminal offence;
- h) intentionally self-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) treatments that are not prescribed by a Doctor; or
- m) participation in professional sports, speed contests, dangerous sports or events including recreational scuba diving (unless the Insured Person holds a basic scuba designation from a certified school or licensing body).

8. OPTIONAL EXTENSION OF COVERAGE PROCEDURES

For trips that exceed 25 days for Insured Persons under 65 years of age or for trips that exceed 10 days for Insured Persons 65 years of age or older.

Coverage may be extended beyond 25 days for Insured Persons under 65 years of age or beyond 10 days for Insured Persons 65 years of age or older. For more information or to purchase Travel Extension Coverage, please call the Insurer at **1 877-222-7342** from within Canada prior to the Insured Person's departure from his or her province or territory of residence in Canada. You will receive a separate certificate of insurance for this coverage.

The premium for the *Scotia* Travel Extension Coverage must be charged to Your Account and must be paid in full by You prior to Your Trip departure date.

9. CLAIM PROCEDURES

If the administrator is notified in advance of medical treatment:

If the administrator authorizes Hospital or other medical payments on an Insured Person's behalf, the Insured Person must sign an authorization form allowing the administrator to recover payments from his or her GHIP, other health plans or insurers and return it to the administrator within 30 days. If an advance has been made for ineligible expenses, You will be required to reimburse the administrator.

If the administrator is not notified in advance of medical treatment:

If eligible expenses are incurred for which payment has not been pre-authorized by the administrator, they should be submitted to the administrator with original receipts and payment statements. Benefits may be excluded or reduced where the administrator has not been contacted in advance of treatment (see Section 7 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:

- a) the cause and nature of the Medical Condition requiring treatment;
- b) original, itemized medical invoices;
- c) original prescription receipts;
- d) Your date of birth and the claimant's date of birth (proof of age may be required);
- e) a photocopy of the Insured Person's GHIP (Health) card;
- f) name, address and phone number of the Insured Person's employer;
- g) proof of the Insured Person's departure and/or return date (i.e. copy of tickets, receipts, prepaid accommodation invoice and gas receipts);
- h) name, address and policy numbers for all other insurance coverage You and other Insured Persons may have, including group and individual insurance, credit card coverage and any other reimbursement plans; and
- i) 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 the administrator at **1-800-263-0997** from Canada and the United States or **416-977-1552** locally or collect from other countries.

H. 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.

1. COVERAGE TERMINATION

Coverage under the Policy ends at the earliest of:

- a) the date the Account is cancelled or 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.

2. SUBROGATION

As a condition to the payment of any claim to a Cardmember, the Cardmember and/or any Insured Person shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. The Cardmember and/or any 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 Cardmember and/or Insured Person.

3. DUE DILIGENCE

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

4. NOTICE AND PROOF OF CLAIM

Immediately after learning of a loss or an occurrence which may lead to a loss covered under the Policy, You must notify the administrator by calling **1-800-263-0997** from Canada and the United States or **416-977-1552** locally or collect from other countries. You will then be sent a claim form. If You would like to file Your claim online, please visit www.manulife.ca/scotia.

Written notice of claim must be given to the administrator as soon as reasonably possible after a claim occurs, but in all events provided within 90 days from the date on which loss occurred.

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.

5. PAYMENT OF CLAIM

Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by the administrator.

6. 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.

7. 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.

8. IF YOU HAVE A CONCERN OR COMPLAINT

If You have a concern or complaint about Your coverage, please call the administrator at **1-800-263-0997** or the Policyholder at **1-800-472-6842**. The administrator will do its best to resolve Your concern or complaint. If for some reason the administrator is unable to do so to Your

satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may also obtain detailed information for the Insurer's resolution process and the external recourse either by calling the administrator at the number listed above or at:

www.manulife.ca/personal/support/contact-us/resolve-a-complaint.html

9. PRIVACY

The Manufacturers Life Insurance Company and First North American Insurance Company.

Manulife is committed to protecting your privacy and the confidentiality of your personal information.

Manulife's Privacy Policy is located at

www.manulife.ca. We will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate. To

protect the confidentiality of your personal information, we will establish a financial services file from which your information will be used to administer services and process claims. Access to this file will be restricted to Manulife employees, mandatories, administrators or agents who are responsible for the assessment and investigation of claims, and to any other persons you authorize or as authorized by law.

These people, organizations and service providers may be in jurisdictions outside Canada, and subject to the laws of those foreign jurisdictions. Your file is secured in Manulife's offices or those of our Administrator, Global Excel Management. You may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, 500 King Street North, P.O. Box 1602, Waterloo, ON N2J 4C6. Visit www.manulife.ca/privacy-policies.html for further details on our privacy policy.

Scotiabank Business Credit Card Liability Waiver Program Terms and Conditions

What is the Scotiabank Business Credit Card Liability Waiver Program?

The Scotiabank Business Credit Card Liability Waiver Program allows a Business to request Scotiabank to waive the Business' liability for certain Unauthorized Charges made by its Cardholders. The Program will waive the Business' liability for Unauthorized Charges up to \$100,000 per Active Card Account, subject to these Terms and Conditions.

Program Administration

The Program is a benefit made available to Businesses by Scotiabank.

Definitions

For the purposes of this Program Description, the following terms are defined as follows:

"Active Card Account" means, with respect to any date, a Card Account that has had a Charge at any time within the 90 days preceding such date;

"Affidavit of Waiver" means a written request from the Business requesting Scotiabank waive, in accordance with the terms and conditions of this Program, the obligation to pay for Unauthorized Charges;

"Business" means an entity that has entered into a Scotiabank Business Credit Card Agreement (Business Liability) with Scotiabank;

"Business Day" means any day other than Saturday, Sunday or a bank holiday;

"Card" means a Scotiabank Passport™ Visa Infinite Business* card, issued by Scotiabank;

"Card Account" means the Scotiabank credit card account which has been opened for the Business;

"Cardholder" means an individual to whom a Card has been issued by Scotiabank under a Card Account at the request of the Business, which individual is at least 18 years of age, residing in Canada and an Employee of the Business;

"Charges" means the amounts, billed or unbilled, to purchase goods or services charged to a Card Account, including purchases made online or using a mobile payment app, as well as cash advances charged to a Card Account;

"Scotiabank" means The Bank of Nova Scotia;

“Date of Notification” means the earliest of:

- (i) The date of a written notice of immediate or pending employment termination of the Cardholder;
- (ii) The date the Cardholder leaves the Business’ service;
- (iii) If the Cardholder is a member of a bargaining unit of a union and the employer contract includes grievance procedures, the date the Business files a grievance with the labour arbitrator recommending the Cardholder’s employment be terminated; and
- (iv) The date the Business notifies the Cardholder that the Cardholder can no longer use the Card.

“Employee” means an individual, including an employee, agent or independent contract personnel of the Business, who performs services for or on behalf of the Business;

“Program” means the Scotiabank Business Credit Card Liability Waiver Program as described in these Terms and Conditions.

“Program Administrator” means Global Excel Management.

“Unauthorized Charge” has the meaning ascribed to it under the heading below ‘What are Unauthorized Charges?’.

“Waiver Request” means a request made by the Business for a waiver by Scotiabank of the Business’ liability in respect of an Unauthorized Charge;

What are Unauthorized Charges?

“Unauthorized Charges” are Charges to a Card Account incurred by a Cardholder which are charged without the approval of the Business and which do not benefit the Business directly or indirectly in whole or in part.

Unauthorized Charges shall not be waived:

- a) In the event that Scotiabank receives a request to cancel the Cardholder’s Card from the Business more than two (2) Business Days after the Date of Notification, unless such Charges have been incurred within the seventy-five (75) days preceding the Date of Notification;
- b) In the event that Scotiabank receives a request to cancel the Cardholder’s Card from the Business not later than two (2) Business Days after the Date of Notification, unless such Charges have been incurred:
 - (i) within seventy-five (75) days preceding the Date of Notification; and
 - (ii) within the fourteen (14) days after the Date of Notification;
- c) If such Charges are discovered later than sixty (60) days after the termination of the Program; and

- d) Unless both the Date of Notification and the notice from the Business to Scotiabank to cancel the Cardholder's Card occurs while the Program is in effect.

Program Exclusions

The following Charges are excluded and not waived by Scotiabank in any instance under the Program:

- a) Charges made by any partner or owner of the Business, or shareholder who owns more than five percent (5%) of the Business' outstanding shares, or an individual who is not an Employee of the Business at the time Charges were incurred;
- b) Interest or fees imposed by Scotiabank on outstanding unpaid Charges;
- c) Charges to purchase goods or services for the Business or bought for someone else if instructed or approved by the Business;
- d) Charges incurred by the Cardholder more than fourteen (14) days after the Date of Notification.
- e) Charges incurred on or after the Date of Notification if the Card cancellation request was not sent to Scotiabank within two (2) Business Days of the Date of Notification;
- f) Charges resulting from either a lost or stolen Card or Charges to a Card which is closed, frozen or ninety (90) or more days delinquent;
- g) Cash advances, in excess of \$300 per day per Cardholder, or a maximum of \$1,000 per Cardholder, whichever is less; and
- h) Any Charges, if at the time the Charges were incurred, the Business had less than two (2) Cards.

What are the Responsibilities of the Business?

The Business may request Scotiabank to waive the Business' liability for Unauthorized Charges only if the Business meets **all** of the following requirements.

Within two (2) Business Days (i.e. 48 hours beginning from 11:59 p.m. on the Date of Notification, not including weekends and statutory holidays) of the Date of Notification the Business must:

- a) Use reasonable efforts to retrieve the Card from the Cardholder; or
- b) In cases where the Business does not retrieve the Card from the Cardholder, then on or immediately following the Date of Notification, the Business must deliver to the Cardholder a written notice stating that the Cardholder's Card has been cancelled, and instruct the Cardholder to:
 - (i) immediately discontinue use of Card; and
 - (ii) immediately pay any outstanding amounts owed in respect of Unauthorized Charges; and

c) Notify Scotiabank to cancel the Card.

If the Business does not notify Scotiabank to cancel the Card within two (2) Business Days of the Date of Notification, Scotiabank will not waive any Charges incurred after the Business' request to cancel the Card.

How to Make a Waiver Request

Within thirty (30) days of the Date of Notification the Business must send a Waiver Request form/Affidavit of Waiver to the Program Administrator requesting the Unauthorized Charges be waived.

The Business may obtain the Waiver Request form / Affidavit of Waiver by calling the Program Administrator at 1-800-263-0997 (toll free).

If the Program Administrator requests additional documents and/or information from the Business, all additional documents and information must be filed with the Program Administrator within sixty (60) days from the Date of Notification.

Inquiries

For any questions or claims regarding this Program please contact the Program Administrator at:

Global Excel Management⁺

P.O. Box 1237, Stn. A

Windsor, ON N9A 6P8

To speak to a customer service representative please call 1-800-263-0997 (toll free). You may also visit www.globalexcel.com/scotia to submit your Waiver Request or for more information.

Please refer to the Waiver of Liability Program.

⁺Active Claims Management (2018) Inc., Operating as "Active Care Management", "ACM", "Global Excel Management" and/or "Global Excel" is the provider of all assistance and services under this Program.

Recovery

If the Business recovers any amounts for Unauthorized Charges from any source after the Business has filed an Affidavit of Waiver with Scotiabank's authorized administrator, the Business will remit all such amounts to Scotiabank's Program Administrator within fifteen (15) days of recovery and such amounts will be applied to the approved Waiver Request. The Business agrees to assign any rights it may have to collect such amounts from the Cardholder to Scotiabank.

Other Coverage

This Program does not cover Unauthorized Charges for which there is recovery elsewhere, including under insurance, or any Unauthorized Charges that would have been paid if the Program was not in effect. The portion of Unauthorized Charges that are in excess of those covered by insurance, but less than the limit of what Scotiabank will waive under this Program are eligible to be waived in accordance with the terms of this Program.

The Program does not constitute insurance. These Terms and Conditions are not an insurance contract. These Terms and Conditions govern the Program as between the Business and Scotiabank.

Termination

This Program will automatically terminate on the earliest of the following:

1. the date the Business' Scotiabank Business Credit Card Agreement is cancelled; and
2. the date set out in a notice of cancellation of the Program sent to the Business from Scotiabank, such date to be at least thirty (30) days' from the date of the notice is mailed.

Misstatement

Any fraud, misstatement or concealment by the Business either in regard to any matter affecting this Program or in connection with the making of a Waiver Request shall render this Program in respect of the Business null and void.

Currency

All amounts in this Program Terms and Conditions are in Canadian dollars and all payments will be in Canadian dollars.

