

Scotiabank® GM®* Visa* Business Card
Welcome Kit

You're on the
road to exceptional
Earnings



You're richer
than you think®.



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Earn on everyday purchases and get closer to your next new vehicle

Congratulations on choosing the *Scotiabank*[®] GM[®]* Visa* Business Card – the card that gives you GM Earnings on everyday purchases.

Earn up to 5% in GM Earnings on the first \$10,000 of everyday purchases annually, and 2% thereafter¹. Use your GM Earnings towards your next purchase or lease of an eligible new Chevrolet, Buick, GMC, or Cadillac².

No earnings cap

There is no limit to the amount of GM Earnings you can accumulate and your GM Earnings will not expire as long as you are a cardholder³. Make every dollar count—use your card for your everyday purchases and recurring bill payments (phone, cable, insurance, utilities, and subscriptions). You can set up automatic payments by simply calling your service providers.

Get additional cards for your employees to get GM Earnings on all of your business spending. Request a supplementary card by visiting scotiabank.com or through *Scotia OnLine*[®] Financial Services – it's easy!

No redemption cap

Redeem your GM Earnings toward the purchase price or lease down payment of a new Chevrolet, Buick, GMC, or Cadillac, plus you can also combine these savings with other GM retail discounts, programs, and incentives. See your Chevrolet, Buick, GMC, or Cadillac Dealer for details.

- \$1 in GM Earnings = \$1 towards the purchase price or lease down payment of a new Chevrolet, Buick, GMC, or Cadillac

Instantly redeem your GM Earnings right at the dealership at the time of your purchase or lease⁴. There is no limit on the amount you can redeem.

Enjoy Protection and Convenience

- Purchase Security and Extended Warranty⁵
- Visa Zero Liability Policy
Please visit visa.ca for a full description.

Visa payWave* is a convenient payment feature included on the *Scotiabank* GM Visa Business Card at no additional fee. Save time when paying for small, everyday purchases. No swiping, signing, or entering your PIN for most purchases at participating merchants[†].

Make your online shopping easier with **Visa Checkout**. No need to re-enter your payment and shipping details every time you shop at participating online retailers. Just enter your username and password and you're done. Visit scotiabank.com/visacheckout to learn more and enroll your *Scotiabank* GM Visa Business Card today.

Save on Car Rentals

As a *Scotiabank* GM Visa Business cardholder, you can save up to 25% off base rates at participating AVIS locations and at participating Budget locations in Canada and the U.S. when you pay with your *Scotiabank* GM Visa Business Card.

AVIS reservations may be made online at avis.com/scotiabankGMbusiness or by calling **1-800-TRY AVIS (879-2847)**. Please quote AVIS worldwide discount number **C030308**. Budget Reservations may be made online at budget.com/scotiabankGMbusiness or by calling **1-800-268-8900**. Please quote Budget Corporate Discount number **A363317**.

Upgrade the Vehicle You Use for Business with the GM Business Choice Program⁶

With the GM Business Choice program, eligible business customers will have access to options that help offset the cost of getting your new Chevrolet or GMC vehicle work-ready. Upgrade your vehicle⁷ with Adrian Steel⁸ exclusively designed load runner, racks, and toolbox, or add your own accessories using one of the program's four options. Conditions and limitations apply. Visit www.gmfleet.ca for more information.

VISA SavingsEdge⁹

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

VISA Business Reporting¹⁰

Manage expenses more efficiently with Visa Business Reporting. Enjoy time-saving tools like sync transactions Visa Business Reporting makes it easy to track your card expenses so you can get back to what you do best ... running your business. And now it lets you sync your card data with your accounting data automatically every few hours.

The new sync transactions tool for Visa Business Reporting lets you:

- Deliver card transactions directly to your accounting software with ease
- Eliminate the errors of manual data entry
- Take the effort out of expense management

It's easy to get started. All you need to do is:

- Enroll your Scotiabank GM Visa Business card
- Activate your sync transactions
- Concentrate on your business instead of your books

Visa Payment Controls¹¹

Manage expenses by deciding where, when and how your Visa Business Card is used. Empower employees with a Visa Business Card powered by Visa Payment Controls¹¹. With a simple web application, manage expenses by deciding where, when and how their Visa Business Cards are used.

- Establish account alerts
- Prevent unauthorized spending
- Set individual transaction limits
- Reduce manual expenses

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 circumstances when we share and disclose it. For a full copy of our Privacy Agreement, please visit:

<https://www.scotiabank.com/ca/en/about/contact-us/privacy.html> or a Scotiabank Branch.

The GM Card^{®*} Earnings Program Privacy Statement

CONSENT TO THE COLLECTION, USE AND/OR DISCLOSURE OF YOUR INFORMATION

By submitting your application for a *Scotiabank*[®] GM^{®*} Visa^{*} Card, *Scotiabank*[®] GM^{®*} Visa Infinite^{*} Card, *Scotiabank*[®] GM^{®*} Visa^{*} Business Card (the “**GM Card**”) and participating in the GM Card^{®*} Earnings Program (the “**Earnings Program**”), you consent to the collection, use and disclosure of information about you by us as described below and in the General Motors of Canada Company Privacy Policy (the “**GMCC Privacy Policy**”) at <http://www.gm.ca/gm/english/corporate/about/privacy/overview>. The words “**we**”, “**us**” and “**our**” mean General Motors of Canada Company (“**GMCC**”) and includes GMCC and its world-wide affiliates.

The information that we collect, use and disclose includes personal, financial and other details about you that you provide to us directly and information that we obtain through The Bank of Nova Scotia (the “**Bank**”) or from others outside GMCC.

For each applicant and co-applicant (if applicable) this information includes:

- Name and contact information
- Preferred language
- Employer’s name (to identify your eligibility for special offers)
- Birth year
- GM Card and Earnings Program customer identifier and transaction information (such as account number [3 digits only], expiry date, account balance, purchase amount, transaction date, merchant description, product category, Earnings, and redemptions, including date of purchase of vehicle using Earnings)
- The channel used to apply for the GM Card (e.g., online, phone, dealership, Bank branch)

We collect, use and disclose information about you for the purposes described in the GMCC Privacy Policy including but not limited to, for the purposes of:

- Providing you with and administering products and services you have acquired or requested, such as warranty or extended service plan coverage and roadside assistance;

- Facilitating your application for financing or credit;
- Meeting safety, security, legal and regulatory requirements;
- Providing you with general marketing and business partner information, offers and advertisements;
- Conducting market analysis and analyzing business results;
- Maintaining the accuracy of our records to respond to your inquiries and provide you with warranty or other customer service communications, and otherwise better understand and manage our or our dealers' relationship with you; and
- Satisfying other reasonable, legitimate business interests (such as maintaining our relationship with you; improving and analyzing our products, services, and customer satisfaction; and collecting outstanding debts).

ADDITIONAL DISCLOSURES AND USES

In connection with the GM Card and the Earnings Program, our collection, use and disclosure of your information also includes the following purposes:

- Administering, analyzing and improving the Earnings Program and the GM Card, such as by recording the GM Card Earnings that you have accumulated through your use of the GM Card and with partners or that you have redeemed;
- Communicating offers about accumulation and redemption opportunities, benefits, products and services provided by GMCC, the Bank, and/or our partners that are most likely to be of interest to you (e.g., by considering trends in your accumulation and/or redemption of GM Card Earnings across various sectors to determine which partners, offers and services are most relevant to you);
- Understanding your preferences, needs, interests and usage in order to develop, enhance, and provide products and services that best meet your expectations, and to measure the success of various GM Card and Earnings Program features and promotions;
- In the case of a sale of all or part of the GM Card Earnings Program or GM Card business or assets, or a contract with a potential new partner, enabling potential purchasers or partners to evaluate the business after a confidentiality agreement has been executed;

- Providing the Bank with certain GM Card Earnings and redemption information, including the date on which you redeemed Earnings, your Earnings balance and any Bonus Earnings you may have earned for use by the Bank to administer the GM Card and for the purposes identified by the Bank (all as more fully described in the Scotiabank Privacy Agreement, a copy of which can be found at scotiabank.com); and
- Sharing with our authorized GMCC dealers whether you have a GM Card and the approximate GM Card Program Earnings available for an eligible transaction.

You may access and rectify any of your information contained in our files by contacting us directly at <http://www.gm.ca/gm/english/corporate/about/privacy/overview> or at 1-800-GM-DRIVE or 1-800-463-7483.

To understand how you can withdraw your consent to our use for marketing purposes, refer to the “CAN I OPT-OUT OF GM CANADA MARKETING PROMOTIONS AND INITIATIVES” section of the GMCC Privacy Policy at <http://www.gm.ca/gm/english/corporate/about/privacy/overview> or contact us at 1-800-GM-DRIVE or 1-800-463-7483.

For information about the Bank’s commitment to privacy, a copy of the Scotiabank Privacy Agreement can be obtained at scotiabank.com or from any Scotiabank branch. The Scotiabank Privacy Agreement explains how Scotiabank protects the privacy of individuals’ personal information and your right to tell the Bank at any time to stop using information about you to promote Scotiabank services or the products and services of third parties.

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* Visa Int. / Lic. User.

Terms and Conditions

Terms and Conditions for the GM Card^{®*} Earnings Program

These terms and conditions apply to The GM Card^{®*} loyalty program (the “Earnings Program”) and constitute the entire agreement between you and General Motors of Canada Company (“GMCC”) regarding your participation in the Earnings Program.

The accumulation of Earnings does not entitle a Cardholder to any vested rights and, in accumulating GM Earnings, you may not rely upon the continued availability of any award, reward, award/reward level, premium, privilege or other benefit. GMCC specifically reserves the right to amend, alter, withdraw or terminate the Earnings Program (in whole or in part), any program, benefit, award, reward, award/reward level, premium or privilege or these terms and conditions. Any such changes may affect Earnings you already accumulated as well as any future accumulation of Earnings.

If you or another Cardholder activate, sign, or use any Card, it will mean that you have read these Terms and understand and agreed to abide by these Terms, including any changes that GMCC makes to these Terms.

1. What The Words Mean

“Bank” means The Bank of Nova Scotia;

“Card” means any credit card issued by the Bank on a GM Card Account and all renewals of and replacements for that credit card;

“Cardholder” means an individual who has been issued a Card in their name;

“Earnings” means the amount calculated as a percentage of eligible Net Purchases credited to the GM Card Earnings Account to be used toward the purchase or lease down payment of a new Chevrolet, Buick, GMC, or Cadillac;

“GM Card Account” means a *Scotiabank*[®] GM^{®*} Visa^{*} Card account, a *Scotiabank*[®] GM^{®*} Visa Infinite^{*} Card account or a *Scotiabank*[®] GM^{®*} Visa^{*} Business Card account;

“GM Card Earnings Account” means the account tied to a GM Card Account for the crediting and debiting of Earnings in connection with the Earnings Program;

“Good Standing” means a GM Card Account that is not delinquent, overlimit, or past due and is not closed, charged off or in credit revoked status (according to credit risk policies of Bank that may change from time to time);

“Primary Cardholder” means the individual who applied for a GM Card Account as the primary borrower, to whom the Bank has issued a Card and in whose name the GM Card Account is established;

“Secondary Cardholder” means the individual who applied for a consumer GM Card Account as the co-borrower, to whom the Bank has issued a Card and in whose name the GM Card Account is established jointly with the Primary Cardholder;

“Terms” means these GM Card Earnings Program Terms and Conditions;

“You” and **“your”** means, each of the Primary Cardholder and the Secondary Cardholder.

2. Eligibility

The Earnings Program and its benefits are offered at the sole discretion of GMCC. To participate in the Earnings Program you must:

- Be a Primary or Secondary Cardholder;
- Reside within Canada; and
- Accept these Terms when you apply for a GM Card Account.

GMCC reserves the right to disqualify any person from participation in the Earnings Program if, in GMCC’s sole judgment, that person has violated any of these Terms, become bankrupt, committed fraud, misrepresented information, manipulated or otherwise abused the Earnings Program. Disqualification will result in termination of an individual’s participation in the Earnings Program and loss of any accumulated Earnings.

3. Earnings

Using the Scotiabank GM Visa Card (with no annual fee), you receive 5% of the first \$5,000 of your Net Purchases annually, and 2% of your Net Purchases thereafter as Earnings. With the Scotiabank GM Visa Infinite Card, or the Scotiabank GM Visa Business Card, you will receive 5% of the first \$10,000 of Net Purchases annually and 2% for Net Purchases thereafter as Earnings.

“Net Purchases” are purchases of eligible goods and services that are charged to your GM Card Account less any returns or other credits. Net Purchases do not include,

and Earnings are not awarded for, cash advances, Scotia® Credit Card Cheques, returns, payments, annual membership or card fees, casinos and gambling, interest charges or service transaction charges. Credits for returns and adjustments will reduce or cancel your Earnings by the amounts originally charged to the Card and will be reflected in the Earnings summary.

4. Use of Earnings

Earnings may be applied toward the Total Purchase Price or lease down payment of any eligible new Chevrolet, Buick, GMC, or Cadillac. The "Total Purchase Price" consists of the vehicle price (up to the Manufacturer's Suggested Retail Price), freight and PDI, air tax, and applicable sales taxes. In accordance with federal and provincial tax legislation, GST, PST, QST, HST and any other applicable taxes are calculated and payable on the full amount of the purchase price before any reduction for redeemed rewards. The "Total Purchase Price" excludes costs associated with licensing, registration, insurance, dealer fees, accessories, additional options, extended warranties, maintenance or service plans and other services such as OnStar and SiriusXM.

The customer redeeming the Earnings is solely responsible for the excluded fees and costs and for any taxes, fees, levies or other charges imposed by or with the authority of any government or governmental authority in respect to any rewards or benefit. Your available Earnings may not be redeemed for cash or any cash equivalent.

For complete details, including a list of ineligible vehicles, visit gmc.ca or your authorized Chevrolet, Buick, GMC, or Cadillac dealer. GMCC may, in its sole discretion, change the list of eligible vehicles at any time without notice.

5. Redemption of Earnings

Earnings must be redeemed during the operation of the GM Card Earnings Program and during the time that your GM Card Account is in Good Standing. To redeem the Earnings you have accumulated, visit gmc.ca and select "My Earnings" or contact the GM Card Reward Centre at 1-888-446-6232 to verify your total Earnings available. Once verified, visit any authorized GM dealer and choose your eligible new vehicle. After you and the sales representative have discussed the sale or lease price of your vehicle, but before you sign the contract, tell the sales representative that you want to redeem your Earnings.

You and the sales representative will then call the GM Card Reward Centre to confirm your total amount of eligible Earnings. During the call, the GM Card Reward Centre will ask for the Primary Cardholder's information for authentication purposes and also obtain certain vehicle sale information from the sales representative and then provide the representative with an authorization number to complete the transaction. Upon issuance of the authorization number, the Earnings amount will be deducted from the Total Purchase Price or lease down payment of your new Chevrolet, Buick, GMC, or Cadillac.

Only the Primary and Secondary Cardholder may redeem the Earnings associated with that GM Card Account toward the Total Purchase Price or lease down payment of any eligible new Chevrolet, Buick, GMC, or Cadillac. If the Primary or Secondary Cardholder redeem more Earnings than they are entitled to under the Earnings Program, the value of such excess credit toward the Total Purchase Price or lease down payment of any eligible new vehicle will be due to GMCC and may be deducted from future Earnings.

6. Earnings Information

Your GM Card Earnings Account does not automatically adjust when you make an eligible Card purchase. Earnings are not eligible for redemption until they are posted to your GM Card Earnings Account. Your Card activity is recorded on the monthly account statement sent to you by the Bank. Each statement sent to you by the Bank contains an "Earnings Summary" which reflects your total accumulation of Earnings up to the close of that billing cycle. Earnings awarded and reflected on your monthly account statement will be expressed in whole dollars and rounded down by the next portion of a dollar spent.

Information about the Earnings Program and your Earnings balance can be obtained by visiting gmcards.ca or by contacting the GM Card Reward Centre at 1-888-446-6232. Information about your GM Card Earnings Account will be provided only to the Primary or Secondary Cardholder. The GM Card Reward Centre will require information about the Primary Cardholder for authentication purposes. All Earnings discrepancies must be brought to GMCC's attention within six months of the date of the transaction for which you are requesting an adjustment.

7. Cancelled / Closed Accounts

If you cancel your GM Card Account, your credit privileges are revoked by the Bank or your GM Card Account is otherwise closed, you may redeem any unused Earnings within a period of

90 days, provided your GM Card Account(s) is otherwise in Good Standing. After 90 days, all unredeemed Earnings will be forfeited.

8. Death of Cardholder

If there is no Secondary Cardholder on the GM Card Account: Upon the death of the Primary Cardholder, any unused Earnings will be available for 90 days for redemption by the Primary Cardholder's estate, provided the GM Card Account is otherwise in Good Standing. After 90 days, all unredeemed Earnings will be forfeited.

If there is a Primary and Secondary Cardholder on the GM Card Account: If the GM Card Account remains open in the name of the surviving Primary or Secondary Cardholder, then the GM Card Earnings Account will remain open and Earnings will continue to be available to such surviving Cardholder (who will then be treated as the Primary Cardholder) in accordance with these Terms. Where the GM Card Account is closed upon the death of the Primary Cardholder or Secondary Cardholder, any unused Earnings will be available for 90 days for redemption by the surviving Primary or Secondary Cardholder, provided the GM Card Account is otherwise in Good Standing. After 90 days, all unredeemed Earnings will be forfeited.

9. Program Changes / Termination

Subject to applicable law, GMCC may terminate the Earnings Program or portions thereof at any time with or without notice to you. If GMCC terminates the Earnings Program, you will have 365 days from the date the Earnings Program termination is announced to redeem accumulated Earnings toward an eligible, new Chevrolet, Buick, GMC, or Cadillac in accordance with these Terms.

GMCC may revise these Terms at any time upon thirty (30) days' notice and GMCC will post the revised terms and conditions on gmc.ca. You should periodically visit this website to review the current Terms and to view your GM Card Earnings balance. You are responsible for keeping up to date on the Earnings Program Terms and your GM Card Earnings balance.

10. No Claims

Earnings have no monetary value and cannot form the basis of a monetary claim against GMCC or the Bank. Earnings accumulated under this Earnings Program do not constitute property of the Earnings Program participants. The Earnings you have accumulated with your GM Card are non-negotiable, cannot be

redeemed in whole or in part for cash or credit, may not be brokered, bartered, sold or transferred as part of a domestic relations matter, and will be declared void if sold, brokered, bartered, willed, traded, or otherwise assigned (except for a transfer permitted in Section 11).

11. Transfer of Earnings

You may transfer all or part of your Earnings to any supplementary Cardholder on your GM Card Account or the following immediate family members residing at the same address for the immediate purchase or lease of an eligible new Chevrolet, Buick, GMC or Cadillac: parents, grandparents, spouse, siblings, grandchildren, and children (step or in-laws). The supplementary Cardholder or immediate family member must not have, at the time of transfer, a GM Card Earnings Account. You may be required to provide proof of relationship. To transfer your Earnings to a supplementary Cardholder or an immediate family member, you must call the GM Card Reward Centre to authorize the transfer and provide the required information.

You are permitted on a one time only basis, to transfer your Earnings from your BuyPower Card issued in the United States to your Earnings in Canada. Contact the GM Card Redemption Centre at 1-888-446-6232 to request a cross border transfer of your Earnings. The number of Earnings transferred will be based on a currency exchange rate determined by GMCC and will not be equal to your Earnings balance before the transfer. In order for the transfer of Earnings to be processed, you will need to close your existing foreign BuyPower Card rewards account after requesting the transfer.

12. No Pooling of Earnings

Your GM Card Earnings may not be pooled with any other GM Card Earnings Account. When redeeming Earnings toward the Total Purchase Price or lease down payment of any eligible new GM vehicle, only Earnings associated with one GM Card Earnings Account may be used for each GM vehicle. GMCC is not responsible, and bears no liability, for disagreements between participants concerning the use of Earnings.

13. Taxes

Earnings are inclusive of the Federal Goods and Services Tax ("GST"), Harmonized Sales Tax ("HST"), and Quebec Sales Tax ("QST"), and applicable Provincial Sales Tax. Determination of income or other tax liability related to participation in this Earnings Program is the responsibility of the participant/user.

GMCC does not make any representations as to the current or future tax consequences to the Earnings Program participant of the crediting, transfer, use, redemption, termination or disposition of the total Earnings accumulated with their GM Card.

14. Audit

GMCC reserves the right to audit participants and/or dealers for compliance with the terms and conditions of the GM Card Earnings Program. In the event an audit reveals discrepancies, the processing of Earnings may be delayed until they are resolved.

15. Changes to Contact Information

You are responsible for advising the Bank of any change to your legal name or to your address, e-mail address or other contact information. GMCC shall not be liable for misdirected communications such as mail, or any consequences thereof. If you wish to make an address or legal name change, please contact *Scotiabank* GM Visa Customer Service at 1-844-259-5343 , *Scotiabank* GM Visa Infinite Customer Service at 1-844-891-0484, or *Scotiabank* GM Visa Business Card Customer Service at 1-844-803-2446. Additional documentation may be requested by Bank to confirm such change.

16. Operation of Earnings Program

GMCC is responsible for the operation and administration of the Earnings Program. GMCC is the final authority as to the interpretation of these terms and conditions and any subsequent amendments or updates thereto. The Bank is responsible for the operation and administration of your GM Card Account.

17. No Liability

Neither GMCC nor Bank shall have any liability to Cardholders whatsoever in relation to the Earnings Program, including without limitation, by reason of:

- the termination or amendment of the Earnings Program in whole or in part
- any changes to these Terms in whole or in part, including any changes to eligible purchases
- any changes to GM vehicle eligibility
- any rewards claimed
- failure to communicate Earnings Program information of any kind.

Neither GMCC nor Bank shall have any responsibility for, and

you specifically release GMCC, Bank and their respective parent, affiliates, subsidiaries and representatives from, any and all liability arising out of or resulting from any accident, loss, injury or damage caused by any redemption of Earnings or use/misuse of any goods obtained under the Earnings Program.

18. Governing Laws

The Earnings Program is governed by the laws of Ontario and the laws of Canada applicable therein, without giving effect to their conflict of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the courts of Ontario in any and all actions, disputes, or controversies relating hereto. Any disputes regarding the Earnings Program, including Earnings accumulated or rewards claimed or received shall be submitted to the courts of Ontario whose courts shall have exclusive jurisdiction to hear such disputes.

19. Privacy Information

GMCC will credit or debit your GM Card Earnings Account with Earnings based on the Net Purchases reported to GMCC by the Bank. You authorize the Bank to provide GMCC with information related to your application for and use of the GM Card and relating to the transactions from the GM Card Account, for the purpose of administering your GM Card Earnings Account and for those other purposes described in our GM Card Privacy Statement attached to and forming part of these terms and conditions (the "GM Card Privacy Statement"). Please carefully review the GM Card Privacy Statement for further details regarding GMCC's collection, use and disclosure of your personal information. GMCC will share with the Bank your Earnings and redemption information, and such information will be used by the Bank in accordance with the Scotiabank Group Privacy Agreement. The Scotiabank Group Privacy Agreement is available at any Scotiabank branch or at scotiabank.com.

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* Visa Int. / Lic. User.

Published in Canada.

Purchase Security and Extended Warranty Certificate of Insurance

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*[®] GM[®]* Visa* Business Card Cardmembers by First North American Insurance company (FNAIC), a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife) (hereinafter referred to as the "Insurer") under Group Policy **No. BNS749**, (hereinafter referred to as the "Policy") issued by the Insurer to The Bank of Nova Scotia (hereinafter referred to as the "Policyholder").

The terms, conditions and provisions of the Policy are summarized in this Certificate of Insurance, which is incorporated into and forms part of the Policy. All benefits are subject in every respect to the Policy, which alone constitutes the agreement under which benefits will be provided. You or a person making a claim under this Certificate may request a copy of the Policy and/or copy of your application for this insurance (if applicable) by writing to the Insurer at the address shown below.

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.

1. DEFINITIONS

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

Account means the Primary Cardmember's *Scotiabank* GM Visa Business Card Account, which must be in Good Standing with the Policyholder.

Cardmember means the Primary Cardmember and any supplemental Cardmember who is a natural person

resident in Canada to whom a *Scotiabank* GM Visa Business Card is issued and whose name is embossed on the card. The Cardmember may be referred to as "You" or "Your".

Dollars and \$ means Canadian dollars.

Good Standing means, with respect to an Account, that the Primary Cardmember has not advised the Policyholder to close it or the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account.

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.

Manufacturer's Warranty means an express written warranty valid in Canada or the United States and 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.

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.

Other Insurance means all other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim, as further defined in Section 6 of this Certificate.

Primary Cardmember means the principal applicant for an Account who is a natural person resident in Canada to whom a *Scotiabank* GM Visa Business Card is issued by the Policyholder.

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

2. PURCHASE SECURITY

- 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) 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 limits of liability and exclusions stated in Section 4 of this Certificate of Insurance.
- 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; or 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) **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. EXTENDED WARRANTY

- 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 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.
- b) **Registration** – Insured Items with a Manufacturer's Warranty of 5 years or more 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) **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.

4. 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.

5. 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** 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.
- 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 GM Visa Business Card 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 GM Visa Business Card 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.

6. 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.

- a) **Coverage Termination** – Coverage under the Policy ends at the earliest of:
- (i) the date the Account is cancelled or 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 benefits will be paid under the Policy for losses incurred after coverage has terminated, unless otherwise specified or agreed.

- b) **Other Insurance** – Where a Cardmember 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.

- c) **Subrogation** – As a condition to the payment of any claim to a Cardmember, the Cardmember shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. The Cardmember 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.
- d) **Due Diligence** – The Cardmember shall use diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the Policy.
- e) **False Claim** – If a Cardmember makes a claim knowing it to be false or fraudulent in any respect, such Cardmember will not be entitled to the benefit of coverage under the Policy nor to the payment of any claim made under the Policy.
- f) **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.

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- 2 Certain exclusions apply. Visit gmcad.ca for an updated list of eligible vehicles.
- 3 If you cancel your credit card, your credit privileges are revoked, or your account is closed, your GM Earnings must be redeemed within 90 days or they will be forfeited. If your account is not in good standing, GM Earnings are not eligible for redemption. Please refer to the GM Card Earnings Program Terms and Conditions for details.
- 4 Earnings may be applied toward the Total Purchase Price or lease down payment of any eligible new Chevrolet, Buick, GMC, or Cadillac. The "Total Purchase Price" consists of the vehicle price (up to the Manufacturer's Suggested Retail Price), freight and PDI, air tax, and applicable sales taxes. The "Total Purchase Price" excludes costs associated with licensing, registration, insurance, dealer fees, accessories, additional options, extended warranties, maintenance or service plans and other services such as OnStar and SiriusXM.
- 5 Insurance coverages are underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife). Details of your insurance coverage, including definitions, benefits, limitations, and exclusions are in the enclosed Certificate of Insurance. Read the Certificate of Insurance then keep it in a safe place with your other valuable documents.
- 6 The GM Business Choice Program is offered by General Motors of Canada Company. The Bank of Nova Scotia and its affiliates are not responsible for the program or any products, services or other benefits offered under the Program.
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- 10 The Visa Business Reporting service is provided by Visa Canada. The Bank of Nova Scotia and its affiliates are not responsible for the Visa Business Reporting service.
- 11 The Visa Payment Controls service is provided by Visa Canada. Visa Payment Controls only applies to enrolled Visa Business Card transactions that are processed through the VisaNet transaction-processing system and will not block transactions that are processed through non-Visa networks or transactions that occur off-line. Transactions that exceed the Cardholder's specified authorization parameters also may not be blocked due to incorrect or incomplete transaction data received by Visa or for other reasons. Cardholder is responsible for any text message, data or other wireless carrier charges incurred by the Cardholder as a result of email or SMS text block notifications. The Bank of Nova Scotia and its affiliates are not responsible for the Visa Payment Controls service.

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