You’re on the road to exceptional Earnings

You’re richer than you think.
Thank you for choosing the Scotiabank® GM® VISA Infinite* Card

Welcome to the Scotiabank GM VISA Infinite Card and all its benefits. Accumulate GM Earnings to be redeemed toward the purchase or lease of a new Chevrolet, Buick, GMC, or Cadillac. Plus, take advantage of VISA Infinite Enhancement Services wherever you go.

With comprehensive insurance\(^\text{2}\), worldwide acceptance, and 24/7 customer support, your new Scotiabank GM VISA Infinite Card will take you just about anywhere you want to go.

Your GM Earnings reward program:

- Earn up to 5% in GM Earnings on the first $10,000 of everyday purchases annually, and 2% thereafter\(^1\)

See how much you could earn using the rewards calculator at scotiabank.com/gmcardcalculator.

See the GM Card Earnings Program Terms and Conditions insert for complete details.

Visa Checkout – The easier way to pay online

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. Enroll your Scotiabank GM VISA Infinite Card today.

Visa payWave* – The faster way to pay

Visa payWave is a convenient payment feature included on Scotiabank GM VISA Infinite Cards at no additional fee. You’ll save time when paying for small, everyday purchases. Simply wave your card over a special card reader and go! No swiping, signing, or entering your PIN for most purchases at participating merchants\(^1\).

Look for the payWave symbol at participating retailers.
Earn on everyday purchases and get closer to your next new vehicle

Turn your everyday spending into rewards that help put you in the driver's seat. Use your GM Earnings toward your next purchase or lease of an eligible new Chevrolet, Buick, GMC, or Cadillac³.

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 cardholder⁴. 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.

Maximize your rewards!
Get an additional rewards for another member of your family to:

• consolidate your family spending and accumulate more GM Earnings
• share the perks of your card, including VISA Infinite Enhancements

Request an additional card by visiting scotiabank.com or through Scotia OnLine® Financial Services – it’s easy! There is a $39.00 annual fee for each additional card.

No redemption cap
Redeem your GM Earnings toward the purchase 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 off 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 lease⁵. There is no limit on the amount you can redeem.

VISA Infinite Enhancements
The Scotiabank GM VISA Infinite Card offers a unique program of premium enhancements that tap into your lifestyle needs. Features include VISA Infinite Concierge, the Luxury Hotel Collection and a dedicated VISA Infinite website to help you easily access all of the benefits, offers and services available to you.

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

The VISA Infinite web portal provides VISA Infinite cardholders with information and access to all the benefits, offers and services available to you – visit us at visainfinite.ca.

These enhancements are only available to VISA Infinite cardholders and include the following:

• VISA Infinite Concierge
• VISA Infinite Luxury Hotel Collection
• VISA Infinite Dining Series
• Special Access to Unique Offers and Experiences

Visit visainfinite.ca to register for offers delivered right to your inbox.

VISA Infinite web portal provides information and access to all benefits, offers and services available to VISA Infinite cardholders. These enhancements are only available to VISA Infinite cardholders and include the following:

• VISA Infinite Concierge
• VISA Infinite Luxury Hotel Collection
• VISA Infinite Dining Series
• Special Access to Unique Offers and Experiences

Visit visainfinite.ca to register for offers delivered right to your inbox.

Access members-only offers⁶ available only online at visainfinite.ca
VISA Infinite Concierge

VISA Infinite Concierge is at the heart of the VISA Infinite experience. It lets you experience more. This complimentary service is available to VISA Infinite cardholders 24 hours a day/7 days a week through a toll-free number. When you call, the concierge will provide you with high quality services through a network of experts.

The Concierge Service is available to help you with almost any request including, but not limited to:

- Travel information and support: flight, hotel, car rental and other travel requests, including recommendations, information and reservations
- Destination information: weather, visa requirements, maps, local attractions/events and pre-trip assistance
- Entertainment planning: restaurant information, reservations, event tickets, sporting events and recreation information and shopping destinations
- Gift/shopping services: flowers, gift baskets, specific requests and gift recommendations
- Business services: conference facility information, foreign customs/rules and equipment rentals
- The Concierge Service can be reached by calling 1-888-853-4458 in Canada and the United States
- Outside of Canada and the United States call collect: English 1-630-350-4543 or French 1-630-350-4545

NOTE: Cardholders are responsible for the cost of any goods or services purchased through VISA Infinite Concierge Service.

VISA Infinite Luxury Hotel Collection

The VISA Infinite Luxury Hotel Collection offers hotel benefits exclusive to VISA Infinite cardholders at over 900 properties globally. Major luxury brands are hand selected on a property-by-property basis (brands include Mandarin Oriental, Amanresorts, and Park Hyatt). The Collection features a wide array of options in different price ranges.

Enjoy this exclusive set of benefits when you book through the Visa Infinite Luxury Hotel Collection:

1. The best available room rate, at time of booking
2. Automatic room upgrade upon arrival, when available
3. Complimentary continental breakfast
4. 3 p.m late checkout, when available
5. VIP guest status
6. $25 food or beverage offer
7. Free In-room internet

To view the VISA Infinite Luxury Hotel Collection and full program terms and conditions, visit visainfinite.ca.
VISA Infinite Dining Series

Enjoy unique dining experiences in some of Canada’s top restaurants. A selection of one-of-a-kind culinary events, the VISA Infinite Dining Series provides food lovers with the opportunity to learn about and enjoy truly exquisite cuisine at some of the country’s finest restaurants. Choose from a selection of Dinner Events, Sunday Brunches and unforgettable Chef Experiences in major markets across Canada.

To find out about upcoming VISA Infinite Dining Series events, visit visainfinite.ca.

Special Access to Unique Offers and Experiences

Sign up at visainfinite.ca to receive special offers and unique opportunities that have been created exclusively for VISA Infinite cardholders. Consider indulgences like spa pampering, romantic surprises or personal winery tours and tastings. Each experience is designed with you in mind.

- Enjoy access to desirable seats at popular music, film, theatre and sporting events
- Get connected to fine wine and food events exclusive to VISA Infinite cardholders
- Get the inside word on VISA Infinite cardholder-only retail events and special offers

For example:

- Advance ticket purchase opportunities to select live theatre performances and plays
- Exclusive discounts and special VIP opportunities from hotels and resorts
- Complimentary pre-screening movie events

Note: The events and inclusions featured here are subject to change. For a listing of the latest events, please visit visainfinite.ca.

Other valuable benefits of your Scotiabank GM VISA Infinite Card

Insurance benefits at a glance:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Duration</th>
<th>Coverage (CAD$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Emergency Medical (under age 65)</td>
<td>15 days</td>
<td>$1,000,000 per insured person per trip</td>
</tr>
<tr>
<td>Trip Interruption</td>
<td>N/A</td>
<td>$2,000 per insured person; $10,000 per trip</td>
</tr>
<tr>
<td>Flight Delay</td>
<td>N/A</td>
<td>Up to $500 per insured person per trip</td>
</tr>
<tr>
<td>Delayed &amp; Lost Luggage</td>
<td>N/A</td>
<td>Up to $500 per trip</td>
</tr>
<tr>
<td>Rental Car Collision/Loss Damage</td>
<td>48 days</td>
<td>Limited to vehicles up to $65,000 in value</td>
</tr>
<tr>
<td>Common Carrier Travel Accident</td>
<td>N/A</td>
<td>Up to $500,000 per insured person; $1,000,000 per occurrence</td>
</tr>
<tr>
<td>Purchase Security</td>
<td>90 days</td>
<td>Up to $60,000 per lifetime</td>
</tr>
<tr>
<td>Extended Warranty</td>
<td>Up to 1 year</td>
<td></td>
</tr>
</tbody>
</table>

Travel Emergency Medical Insurance

As the primary cardholder, you, your spouse and accompanying dependent children are each automatically covered for up to $1 million in emergency medical coverage if a sudden and unexpected illness or accidental injury should occur while travelling outside your province or territory of residence in Canada. The date of departure is counted as the first day of coverage. Coverage is automatically provided for eligible persons under 65 years of age for up to 15 consecutive days.

*If you are under 65 years of age and are travelling for more than 15 days, you may choose to purchase Travel Extension Coverage from Scotia® Assist prior to your departure by calling 1-800-263-0997. You will receive a separate Certificate of Insurance if you choose to purchase this supplementary coverage.*
**Trip Interruption**

The Scotiabank GM VISA Infinite Card can protect your travel investment with trip interruption insurance at no extra cost. You, your spouse, and your dependent children travelling with either parent, and one travelling companion travelling with you or your spouse are insured for up to $2,000 per insured person (maximum $10,000 per trip) for Trip Interruption. You must charge at least 75% of trip expenses to your Scotiabank GM VISA Infinite Card.

If you require Trip Cancellation insurance or additional Trip Interruption insurance if the value of your trip exceeds these amounts, call 1-888-677-7444. Refer to the Certificate of Insurance for a description of the benefits, exclusions and limitations.

**Flight Delay**

You may be reimbursed for eligible reasonable living expenses incurred during the period of a delayed flight or missed connection which lasts four (4) hours or more up to a limit of $500 per trip for all insured travellers. Simply charge at least 75% of the full cost of your tickets to your Scotiabank GM VISA Infinite Card.

**Delayed and Lost Baggage**

When you purchase common carrier tickets with your Scotiabank GM VISA Infinite Card, you are eligible for coverage against the loss or the delay of your checked luggage. The lost luggage benefit is limited to the lesser of the replacement cost of the covered luggage or the cash value at the time of loss, up to a maximum of $500. The carrier must provide you with a cash settlement before Scotiabank GM VISA Infinite Card coverage will pay any benefit.

The delayed luggage benefit is limited to $500 for all insured persons on the same trip for the cost of replacing essential items if your checked luggage is not delivered within four (4) hours from your time of arrival at your final destination.

**Up to $500,000 Common Carrier Travel Accident Insurance**

When you charge at least 75% of the full cost of common carrier travel fares to your Scotiabank GM VISA Infinite Card, you, your spouse and your dependent children will be automatically insured against accidental loss of life, or dismemberment. Valid common carrier fares include fares for any licensed public conveyance such as airplanes, cruise ships, trains or buses.

**Rental Car Collision/Loss Damage Insurance**

When you charge the entire cost of a car rental to your Scotiabank GM VISA Infinite Card and decline the agency’s collision damage waiver or loss damage waiver (or similar provision) at the time of rental, you’ll be insured if your rental vehicle is damaged, or stolen.

**Purchase Security and Extended Warranty**

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 GM VISA Infinite Card. Coverage extends for the first 90 days from the date of purchase and is in excess of any other insurance coverage.

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

There is a maximum lifetime liability of $60,000 under the Purchase Security and Extended Warranty coverages.
Car Rental Discounts

You are entitled to special rates and discount offers from participating AVIS rental cars worldwide. Savings range from 5% to 20% depending on length, time and location of rentals, and are applicable when you pay rental expenses with your Scotiabank GM VISA Infinite Card. You can obtain discounts by either:

- Visiting avis.com or calling AVIS at 1-800-879-2847 (1-800-TRY-AVIS) and quoting the AVIS Worldwide Discount Number C030500, or
- Presenting your Scotiabank GM VISA Infinite Card at a participating AVIS location.

VISA Zero Liability Policy

Use your Scotiabank GM VISA Infinite 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!

Please visit visa.ca for a full description of the VISA Zero Liability Policy.

As a cardholder, you are responsible to ensure that you protect your Personal Identification Number (PIN) when using it with your VISA card to make a purchase at enabled point of sale terminals, or when used at an ABM to obtain a cash advance.

Scotia Credit Card Protection (optional)

Financial Protection for life’s twists and turns with this optional credit card balance insurance.

With one simple application, you can have financial protection from a range of life events: Disability, Job Loss, Strike or Lockout, Critical Illness or loss of Life. A monthly benefit equal to 5% of your outstanding credit card account balance can be paid to your credit card account if you are unable to work, which can help pay down your balance faster. In the event you are diagnosed with a covered Critical Illness, or if you pass away, your outstanding credit card account balance can be paid in full, up to a maximum of $20,000.

This comprehensive coverage is available at a monthly premium rate of only $0.95 per $100 of average daily balance on your credit card account (plus any applicable sales tax). The affordable cost includes benefits for a Co-Borrower at no additional charge. The premium is conveniently charged to your credit card account to help ensure your coverage stays in place.

Approval is fast! If you are a resident of Canada, and are at least 18 and under 65 years of age, please call 1-855-753-4272 between 8:00 a.m. and 8:00 p.m. (ET) Monday to Friday and a Customer Service Representative will be pleased to assist you. Or please visit our website at scotialifefinancial.com for more information.
The Bank of Nova Scotia is the issuer of the Scotiabank GM VISA Infinite Card. GM is responsible for the operation and administration of the GM Card Earnings Program.

Registered trademarks of The Bank of Nova Scotia.

Ref*Registered trademark of General Motors LLC. The Bank of Nova Scotia is an authorized user of General Motors LLC marks for the GM Card program.

Trademark of Visa International Service Association and used under license.

† Merchants set their own limits for the maximum value of a Visa payWave transaction that does not require a signature or PIN.

1 You will earn 5% in GM Earnings on the first $10,000 of net purchases made annually with your Scotiabank GM VISA Infinite Card. You earn 2% in GM Earnings on net purchases thereafter. GM Earnings are not awarded for cash advances, balance transfers, Scotia® Credit Card Cheques, credit vouchers, payments, returns, fees or interest.

2 Travel Emergency Medical Insurance and Common Carrier Travel Accident Insurance are underwritten by American Bankers Life Assurance Company of Florida. All other insurance coverages are underwritten by American Bankers Insurance Company of Florida. Details of your insurance coverage, including definitions, benefits, limitations, and exclusions (such as pre-existing conditions), are in the Certificate of Insurance provided with your card. Read the Certificate of Insurance then keep it in a safe place with your other valuable documents, and take it with you when you travel.

3 Certain exclusions apply. Visit gmcard.ca for an updated list of eligible vehicles.

4 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.

5 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.

6 Offers are subject to availability and other restrictions may apply.

7 The number of properties that are part of the program will change over time.

8 5% of your outstanding credit card account balance up to 24 months to a maximum of $1,000 per month and a total maximum of $20,000 if you are unable to work due to involuntary Job Loss, Strike or Lockout or become disabled.

9 Critical Illness, Disability, Job Loss and Strike/Lockout coverage terminates at age 65, Life coverage terminates at age 70.

Contact information

To Activate Your Card
Visit scotiabank.com/activatecreditcard or call 1-800-806-8600

Scotiabank GM VISA Infinite Customer Service
For general information:
In Canada & U.S. 1-844-891-0484
All other areas (collect) 416-288-4317

GM Card Rewards Centre
In Canada & U.S. 1-888-446-6232
Or visit gmcard.ca

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. 1-800-263-0794
Outside Canada & U.S. (collect) 416-977-2130

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
Scotiabank Privacy Agreement

Your privacy is important to Scotiabank. This Agreement sets out the information practices for Scotiabank† in Canada, including what type of information is collected, how the information is used, and with whom the information is shared.

This Agreement may be amended from time to time. (See “Further Information”, below, for an explanation of how we will advise you of any future changes.)

In this Agreement, “we”, “our”, “us” and “Scotiabank” mean Scotiabank† and include any program or joint venture any of these parties participates in; “you” and “your” mean an individual who has made application to us for, enrolled in or signed an application in respect of any personal or business banking, insurance, brokerage or financial product or service offered by us (“Service”), including any coapplicants, guarantors or personal representatives.

COLLECTING, USING AND DISCLOSING YOUR INFORMATION

1. When you apply for, or provide a guarantee in respect of, or use any Service and while you are our customer, you agree that we may collect personal information from you and about you such as:
   • Your name, address, telephone number, nature of your principal business or occupation and date of birth, which is required by law;
   • Identification, such as a valid driver’s license or passport. We may also ask for documents such as a recent utility bill to verify your name and address;
   • Your annual income, assets and liabilities and credit history;
   • Information about your transactions, including payment history, account activity and how you intend to use the account or Service and the source of any incoming funds or assets;
   • Information we may need in order to provide you with a Service such as health information if you are applying for certain insurance products. In some instances, providing this information is optional;
   • Information about third parties such as your spouse if you are applying for certain Services, where this information is required by law; and
   • Information about beneficial owners, intermediaries and other parties, which is required by law.

For legal entities such as businesses, partnerships, trusts, estates, clubs or other organizations, we may collect the information referred to above from each authorized person, partner, trustee, executor and club member, as appropriate.

In addition, when you apply for, enroll in or use a Service via a digital channel (such as online or mobile banking), we may collect information about your computer or device, operating system, internet connection or telephone account, settings, IP address and device locational data, and transaction data, as well as personal information as described above. We may collect, use, disclose and retain this information for the purposes described below, as well as to determine which settings are appropriate for your computer system, to provide or enhance digital functionality and banking options, and for security purposes, internal analysis and reporting. You may withhold consent to the collection, use and disclosure of this information, although in some cases this may prevent you from using the digital channel to apply for or use a Service or to communicate with us, or may reduce the functionality of that channel.

We may collect your personal information, and use it, and disclose it to any person or organization for the following purposes:
   • To confirm your identity;
   • To understand your needs;
   • To determine the suitability of our Services for you;
   • To determine your eligibility for our Services;
   • To set up, manage and offer Services that meet your needs;
   • To provide you with ongoing Service;
   • To provide you with various options for applying for and accessing Services;
   • To satisfy legal and regulatory requirements that we believe are applicable to us, including the requirements of any self-regulatory organizations to which we belong;
1. To help us collect a debt or enforce an obligation owed to us by you;

2. To respond to a court order, search warrant or other demand or request which we believe to be valid, or to comply with the rules of production of a court;

3. To manage and assess our risks;

4. To investigate and adjudicate insurance claims, other claims or complaints; and

5. To prevent or detect fraud or criminal activity or to manage and settle any actual or potential loss in connection with fraud or criminal activity.

When we collect your health information for the purpose of providing an insurance Service, we will use that information strictly for that purpose. (See below for more information.) We do not provide directly all the services related to your relationship with us. We may use third party service providers to process or handle personal information on our behalf and to assist us with various services such as printing, postal and electronic mail distribution and marketing (including by telephone and electronic means), and you acknowledge that we may release information about you to them. Some of our service providers are located outside of Canada. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions. When personal information is provided to our service providers, we will require them to protect the information in a manner that is consistent with Scotiabank privacy policies and practices.

2. We may collect, use and disclose your Social Insurance Number (SIN), as well as other information, for income tax reporting purposes, as required by law. In addition, we may ask you for your SIN to verify and report credit information to credit bureaus and credit reporting agencies as well as to confirm your identity. This allows us to keep your personal information separate from that of other customers, particularly those with similar names, and helps maintain the integrity and accuracy of your personal information. You may refuse to consent to its use or disclosure for purposes other than as required by law.

3. We may verify relevant information you give us with your employer or your references and you authorize any person whom we contact in this regard to provide such information to us. If you apply for or enroll in a Service and during the time you have the Service, we may consult various financial service industry databases or private investigative bodies maintained in relation to the type of Service you have applied for, enrolled in or have. You also authorize us to release information about you to these databases and investigative bodies. In Canada, investigative bodies are designated under the regulations of the Personal Information Protection and Electronic Documents Act (PIPEDA) and include such organizations as the Bank Crime Prevention and Investigation Office of the Canadian Bankers Association and the Investigative Services Division of the Insurance Bureau of Canada.

4. You agree that we may monitor, record, and retain any telephone call or electronic communication we have with you. This is to establish a record of the information you provide, to ensure that your instructions are followed properly and to ensure customer service levels are maintained. Records of calls and electronic communications are destroyed when they are no longer required for business or other purposes, and any personal information is safeguarded in accordance with this Agreement.

5. Scotiabank may use video surveillance in and around our branches, bank machines and other locations for the purpose of safeguarding our clients and employees and protecting against theft, fraud and vandalism. Any video images recorded are destroyed when they are no longer required for business or other purposes, and any personal information is safeguarded in accordance with this Agreement.

6. If you have a Service with us, we may use, disclose to and collect from credit bureaus or financial service industry databases, credit and other information about you in order to offer you pre-approved credit products or margin facilities. We may also do this after the Service has ended. You may withdraw your consent at any time by giving us reasonable notice (see below).

7. We may give information (except health information) about you to other members of Scotiabank (where the law allows this) so that these companies may tell you directly about their products and services. Scotiabank includes companies engaged in the following services to the public: deposits, loans and other personal financial services; credit, charge, debit and payment card services; full service and discount brokerage services; mortgage loans; trust and custodial services; insurance services; investment management and financial planning services; and mutual funds investment services. This consent will also apply to any companies that form a part of Scotiabank in the future. You also agree that we may provide you with information from third parties we select. Your consent to this is not a condition of doing business with us and you may withdraw it at any time (see below).

For a list of Scotiabank’s affiliates and subsidiaries in Canada, please refer to the Public Accountability Statement/Corporate Social Responsibility Report available at any Scotiabank branch or on the Scotiabank website at www.scotiabank.com.

8. We may ask you for contact information such as your telephone, mobile or fax number or e-mail address, and keep and use this information as well as disclose it to other members of Scotiabank so that we or any of these companies may contact you directly through these channels for the purpose of marketing, including telemarketing. This consent will also apply to any companies that form a part of Scotiabank in the future. Your consent to this is not a condition of doing business with us and you may withdraw it at any time (see below).
9. If we sell a company or a portion of the business of a Scotiabank company, we may release the information we hold about you to the prospective purchaser. We will require any prospective purchaser to protect the information provided and to use it in a manner that is consistent with Scotiabank privacy policies and practices.

10. We may keep and use information about you in our records for as long as it is needed for the purposes described in this Agreement, even if you cease to be a customer.

11. You agree that all information that you give us will, at any time, be true and complete. If any personal information changes or becomes inaccurate or out of date, you are required to advise us so we can update our records.

REFUSING OR WITHDRAWING CONSENT

Subject to legal, regulatory and contractual requirements, you can refuse to consent to our collection, use or disclosure of information about you, or you may withdraw your consent to our further collection, use or disclosure of your information at any time in the future by giving us reasonable notice. However, depending on the circumstances, withdrawal of your consent may prevent us from providing you, or continuing to provide you, with some Services, means of access to Services, or information that may be of value to you.

We will act on your instructions as quickly as possible but there may be certain uses of your information that we may not be able to stop immediately.

You cannot refuse our collection, use and disclosure of information required by third party service providers essential for the provision of the Services or required by our regulators, including self-regulatory organizations. Some of our service providers are located outside of Canada. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions.

You can tell us at any time to stop using information about you to promote our Services or the products and services of third parties we select, or to stop sharing your information with other members of Scotiabank. If you wish to refuse consent or to withdraw consent as outlined in this Agreement, you may do so at any time by contacting the branch or office with which you are dealing or by calling us toll-free.

Scotiabank 1-800-4-SCOTIA
ScotiaMcLeod, Scotiatrust and Private Investment Counsel 1-866-437-4990
ScotiaLife Financial 1-800-387-9844
Scotia iTRADE® 1-888-872-3388

IN ADDITION, IF YOU APPLY FOR, ACCEPT, OR GUARANTEE, A LINE OF CREDIT, TERM LOAN, MORTGAGE OR OTHER CREDIT ACCOUNT WITH US

When you apply for, accept, or guarantee a loan or credit facility or otherwise become indebted to us, and from time to time during the course of the loan or credit facility, we may use, give to, obtain, verify, share and exchange credit and other information (except health information) about you with others including credit bureaus, mortgage insurers, creditor insurers, reinsurers, registries, other companies in Scotiabank and other persons with whom you may have financial dealings, as well as any other person as may be permitted or required by law. We may do this throughout the relationship we have with you. You also authorize any person whom we contact in this regard to provide such information to us.

If you have a Service with us such as a banking card, credit card or line of credit product with an access card, you agree that we may give information (except health information) about you to electronic payment service providers, credit or charge card associations, loyalty program partners and their employees and agents for the purpose of processing, authorizing and authenticating your transactions (as the case may be), providing you with customer assistance services and for other purposes related to your services. We may also give this information in respect of your participation in contests and promotions administered by the electronic payment service providers, credit or charge card associations and loyalty program partners on our behalf.

If you have a mortgage account with us, we may give information about you, including credit information, to mortgage insurers for any purpose related to mortgage insurance. Information retained by Canada Mortgage Housing Corporation will be subject to federal access to information and privacy legislation.

During the term of the loan or credit facility, you may not withdraw your consent to our ongoing collection, use or disclosure of your personal information in connection with the loan or other credit arrangement you have with us or have guaranteed. We can continue to disclose your personal information to credit bureaus even after the loan or credit facility has been retired, and you may not withdraw your consent to our doing so. We do this to help maintain the accuracy, completeness and integrity of the credit reporting system.
IN ADDITION, IF YOU ACCEPT AN INSURANCE SERVICE WITH US

When you apply for, enroll in or sign an application in respect of or accept an insurance Service from us, we may use, give to, obtain, verify, share and exchange information about you with others including references you have provided, from hospitals and health practitioners, from government health insurance plans, from other insurers, from medical information and insurance service bureaus, from law enforcement representatives, from private investigators, and from other groups or companies where collection is necessary to underwrite or otherwise administer the Service requested, including the assessment of claims. You also authorize any person whom we contact in this regard to provide such information to us.

If you accept an insurance Service with us, or if an insurance Service is issued on your life, you may only withdraw your consent as noted above so long as the consent does not relate to underwriting or claims where Scotiabank must collect and report information to insurance service bureaus after the application has been underwritten or the claim has been adjudicated. This is necessary to maintain the integrity of the underwriting and claims systems.

FURTHER INFORMATION

You acknowledge that we may amend this Agreement from time to time to take into consideration changes in legislation, technology or other issues that may arise. We will post the revised Agreement on our website and make it available at our branches or we may also send it to you by mail. We may also notify you of any changes to this Agreement in any of the following ways:

- A notice prominently displayed at all Scotiabank ATMs;
- An announcement through the Voice-Response-Unit (VRU) or a digital channel such as a mobile app;
- A notice on the Scotiabank website or your Scotia OnLine portal;
- A notice in our branches; or
- A notice in your monthly statement.

Your continued use of the account or Service following such change means that you agree to and accept the new terms and conditions of the Agreement as amended. If you do not agree with any of the changes made or with the new terms of the Agreement, you must immediately stop using the account or Services and notify us that you are closing your account or terminating your Service with us.

If you have a general question about Scotiabank’s privacy policies, please contact the branch or office you deal with or call us toll free at 1-800-472-6842. If your branch or office is not able to resolve your concern to your satisfaction, contact the President’s Office:

Telephone: 1-877-700-0043
Fax: 1-877-700-0045
E-mail: mail.president@scotiabank.com
Letter: The President, Scotiabank
44 King Street West, Toronto ON M5H 1H1

Copies of our entire formal Privacy Policy as well as the Scotiabank Guidelines for Business Conduct are also available to the public on www.scotiabank.com. These documents form part of the Scotiabank Privacy Agreement.

† For the purposes of this Agreement, Scotiabank means, collectively, The Bank of Nova Scotia and any one, number, or all of The Bank of Nova Scotia’s affiliates, subsidiaries and joint ventures, as applicable, with respect to their operations in Canada.
By submitting your application for a Scotiabank® GM® Visa Card or Scotiabank® GM® Visa Infinite 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 Limited Privacy Policy (the “GMCL Privacy Policy”) at http://www.gm.ca/gm/english/corporate/about/privacy/overview. The words “we”, “us” and “our” mean General Motors of Canada Limited (“GMCL”) and includes GMCL 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 GMCL.

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 GMCL 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 GMCL, 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 GMCL 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 GMCL 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.
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 Limited (“GMCL”) 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. GMCL 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 GMCL 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 or a Scotiabank® GM® Visa Infinite® 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 consumer 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 GMCL. 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.

GMCL reserves the right to disqualify any person from participation in the Earnings Program if, in GMCL'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, 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. Fleet sales and commercial leases are excluded. 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 gmcard.ca or your authorized Chevrolet, Buick, GMC, or Cadillac dealer. GMCL 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 gmcard.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 GMCL 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 gmcard.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 GMCL’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, GMCL may terminate the Earnings Program or portions thereof at any time with or without notice to you. If GMCL 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.

GMCL may revise these Terms at any time upon thirty (30) days’ notice and GMCL will post the revised terms and conditions on gmcard.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 GMCL 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 GMCL 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. GMCL 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. GMCL 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
GMCL 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. GMCL 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 or Scotiabank GM Visa Infinite Customer Service at 1-844-891-0484. Additional documentation may be requested by Bank to confirm such change.

16. Operation of Earnings Program
GMCL is responsible for the operation and administration of the Earnings Program. GMCL 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 GMCL 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 GMCL nor Bank shall have any responsibility for, and you specifically release GMCL, 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
GMCL will credit or debit your GM Card Earnings Account with Earnings based on the Net Purchases reported to GMCL by the Bank. You authorize the Bank to provide GMCL 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 GMCL's collection, use and disclosure of your personal information. GMCL 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.
This Certificate of Insurance contains information about your insurance. Please read it carefully and keep it in a safe place. Refer to the Definitions section or to the applicable description of benefits and the paragraph following this one for the meanings of all capitalized terms.

The coverage outlined in this Certificate of Insurance is effective as of May 22, 2015, and is provided to eligible Scotiabank® GM® VISA Infinite* Cardmembers by American Bankers Insurance Company of Florida (hereinafter referred to as the “Insurer”) under Group Policy number No. BNS052015, (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 Insurer's Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

Claim payment and administrative services are provided by Scotia® Assist.

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

1. DEFINITIONS

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 Infinite Card Account, which must be in Good Standing with the Policyholder.

**Cardmember** means the Primary Scotiabank GM VISA Infinite Account Cardmember and any supplemental Cardmember who is a natural person resident in Canada to whom a Scotiabank GM VISA Infinite Card is issued and whose name is embossed on the card. The Cardmember may be referred to as “You” or “Your”.

**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.

**Dollars** and $ means Canadian dollars.

**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.

**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.

**Immediate Family Member** means the Cardmember’s Spouse, Dependent Children and parents residing with the Cardmember.

**Insured Item** means a new item (a pair or set being one item) of personal property (not purchased by or for use by a business or for commercial purposes) for which the full Purchase Price is charged to an Account.

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

**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 8 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 Infinite 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.

Scotia Assist means the Insurer in relation to claim payment and administrative services.

Spouse means Your legal wife or husband or the person with whom You have lived and publicly represented as Your Spouse for at least one continuous year.

Ticket means evidence of fare paid for travel on a Common Carrier, which has been charged to Your Account.

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.

2. 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) 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, Scotia Assist 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 6 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; items purchased by and/or used for a business or commercial purpose and commercial gain; 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

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 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 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 am and 8:00 pm, ET, Monday through Friday. You will be required to send copies of the following items to Scotia Assist 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; items purchased by and/or used for a business or commercial purpose and commercial gain; 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. **LOST LUGGAGE**

For this coverage, Insured Person means the Cardmember and any Immediate Family Member travelling with a Cardmember.

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 $500 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. 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; business items; 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.

5. **DELAYED LUGGAGE**

For this coverage, Insured Person means the Cardmember and any Immediate Family Member travelling with a Cardmember.

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. 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 $500.

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.
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, Scotia Assist, 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 Scotia Assist 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 or 1-416-977-1552 locally between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday.

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 thereat, 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 Scotia Assist.

c) Claim Form – Upon notifying Scotia Assist 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 Scotia Assist.

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 Infinite 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 Scotia Assist 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 Infinite 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, Scotia Assist 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 GM VISA Infinite Card charge slip and Scotiabank GM VISA Infinite Card 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 Scotia Assist 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 GM VISA Infinite Card 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 Scotiia Assist.

8. 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 Insured Person 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 an Insured Person has Other Insurance, the loss or damage MUST be reported to the primary carrier in addition to filing with Scotiia Assist, and copies of the payout documents from the Other Insurance carrier must be provided to Scotiia Assist. 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 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.

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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Scotiabank®
This Certificate of Insurance contains information about your insurance. Please read it carefully and keep it in a safe place. Refer to the Definitions section or to the applicable description of benefits and the paragraph following this one for the meanings of all capitalized terms.

The coverage outlined in this Certificate of Insurance is effective as of May 22, 2015, and is provided to eligible *Scotiabank® GM® VISA Infinite®* Cardmembers by American Bankers Insurance Company of Florida (hereinafter referred to as the “Insurer”) under Group Policy No. BNS052015 (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 Insurer's Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

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 Infinite 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 Infinite Card is issued and whose name is embossed on the card. The Cardmember may be referred to as “You” or “Your”.

**Cause(s) for Interruption** means any one of the medical or non-medical covered causes for interruption identified in Section 3 of this Certificate.

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

**Dependent Children** means Your unmarried natural, adopted or step-children who are dependent on You for maintenance and support and who are 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:

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.

Good Standing means, with respect to an Account, that the Primary Cardmember has not advised the Policyholder to close it and 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.

Immediate Family Member means an Insured Person’s 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.

Insured Person means an eligible Cardmember, his or her Spouse and eligible Dependent Children. Insured Person also means one (1) Travelling Companion booked to travel on a Trip with You and/or Your Spouse if the full cost of his or her Eligible Expenses for the Trip has been charged to the Account.

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.

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

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 or a Travelling Companion or a Travelling Companion’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.

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

Scotia Assist means the Insurer in relation to claim payment and administrative services.

Spouse means Your legal wife or husband or the person with whom You have lived and publicly represented as Your Spouse for at least one continuous year.

Travelling Companion means a person 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.

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.

2. ELIGIBILITY

Each Cardmember and/or his or her Spouse is eligible for the Trip Interruption coverage summarized under this Certificate if the Eligible Expenses for the Trip have been charged to Your Account. Your Dependent Children, and 1 Travelling Companion are eligible for this coverage when they are booked to travel on a Trip with You and/or Your Spouse and their Eligible Expenses have been charged to Your Account.

3. TRIP 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 $2,000 per Insured Person and $10,000 per Trip for all Insured Persons on the same Trip. You must immediately advise Scotia Assist as soon as a Cause for Interruption arises.

**Covered Causes for Interruption mean the following:**

**Medical Covered Causes for Interruption:**

a) death of an Insured Person, 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 Scotia Assist, 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 Scotia Assist at 1-800-263-0997 from within Canada and the United States, or 1-416-977-1552 locally or collect from other countries. They will assist You in making the necessary arrangements to return.

**4. LIMITATIONS AND EXCLUSIONS**

Only one (1) Travelling Companion is covered on each Trip.

No benefits are payable in respect of any Trip interruption resulting directly or indirectly from:

a) interruption of a Trip for any reason other than a Cause for Interruption;

b) a Pre-existing Condition;

c) pregnancy, childbirth and/or related complications occurring within 9 weeks of the expected delivery date;

d) neo-natal care;

e) intentionally self-inflicted injury, suicide or any attempt thereat;

f) illness or accidental injury sustained while under the influence of drugs, medication, alcohol or other intoxicants;
g) participation in a criminal offence;

h) acts of terrorism, insurrection or war, whether declared or undeclared;

i) voluntary participation in a riot or civil commotion;

j) mental or emotional disorders; 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.

5. CLAIMS PROCEDURES

You must call Scotia Assist at 1-800-263-0997 from within Canada and the United States or 1-416-977-1552 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 GM VISA Infinite Card 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 Scotia Assist that the interruption of the Trip resulted from a covered Cause for 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.

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.

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

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

Written notice of claim must be given to Scotia Assist as soon as reasonably possible after a Cause for Interruption occurs, but in no event later than 90 days from the date on which the Cause for Interruption occurred. Written notice given by or on behalf of the claimant or the beneficiary, with information sufficient to identify the Cardmember, shall be deemed notice of claim.

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.

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

Subrogation: Following payment of an Insured Person’s claim for loss or damage under the Policy, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the Insured Person’s name. The Insured Person shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured Person.

Termination of Insurance: Coverage in respect of an Insured Person ends on the earliest of the following dates:

a) the date 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.

**Legal Action:** Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act, Limitations Act* or other applicable legislation in Your province or territory.

**False Claim:** If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the benefit of coverage under the Policy, nor to the payment of any claim made under the Policy.
Certificate of Common Carrier
Travel Accident 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 May 22, 2015, and is provided to eligible Scotiabank® GM® VISA Infinite Cardmembers by American Bankers Life Assurance Company of Florida (hereinafter referred to as the “Insurer”) under Group Policy No. BNSL052015 (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.

Claim payment and administrative services under the Policy are arranged by the Insurer. The Insurer’s Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

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:

**Accidental Bodily Injury** means an accidental bodily injury which is the direct source of a Loss, and is independent of disease, bodily infirmity or other cause.

**Account** means the unexpired, unrevoked Scotiabank GM VISA Infinite Card account of a Cardmember.

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

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

**Dependent 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.

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

**Loss** means:

a) With respect to life, Accidental Bodily Injury causing death.

b) With respect to sight, speech or hearing, Accidental Bodily Injury causing entire and irrecoverable loss of sight, speech or hearing.

c) With respect to a hand, Accidental Bodily Injury causing actual severance of the entire four fingers of the same hand at or above the knuckle joints.

d) With respect to a foot, Accidental Bodily Injury causing actual severance of a foot at or above the ankle joint.

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

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

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

**Total and Permanent Disability or Totally and Permanently Disabled** means that the Insured Person is continuously and totally disabled and will, in the opinion of a licensed physician, never be able to be gainfully employed in an occupation for which the Insured Person is qualified, or could be qualified, by reason of education, training, experience or skill.
2. BENEFIT
The Policy provides benefits to Insured Persons according to the following schedule:

<table>
<thead>
<tr>
<th>Accidental Loss of:</th>
<th>Amount of Benefit Cardmember or Spouse</th>
<th>Amount of Benefit Dependent Child(ren)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life†</td>
<td>$500,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>Total and Permanent Disability††</td>
<td>$500,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>Both hands or both feet</td>
<td>$500,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>One foot or one hand and the entire sight of one eye</td>
<td>$500,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>Sight of both eyes</td>
<td>$500,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>One hand and one foot</td>
<td>$500,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>Speech and hearing</td>
<td>$500,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>One hand or one foot</td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>Sight of one eye</td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>Speech</td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>Hearing</td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

† 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 Scotiabank GM VISA Infinite Card Accounts entitle an Insured Person to benefits in excess of those stated herein for any one Loss sustained.

3. COVERAGE
Benefits are payable when an Insured Person sustains a Loss as a result of occupying a Common Carrier while coverage is in force. Coverage is in force when an Insured Person uses a Common Carrier to:

a) Travel directly to the point-of-departure terminal for the trip shown on the Ticket.

b) Make the trip as shown on the Ticket.

c) Travel directly from the point-of-arrival terminal for the trip shown on the Ticket to the next destination.

4. TERMINATION OF INSURANCE
This coverage terminates on the earliest of the following:

a) When coverage is no longer in force as described above.

b) When your Account is closed.

c) When the Policy is cancelled.

5. EXPOSURE AND DISAPPEARANCE
Loss resulting from unavoidable exposure to the elements and arising out of the hazards described above shall be covered to the extent of the benefits afforded the Cardmember.

If the body of the Cardmember has not been found within one year of the disappearance, stranding, sinking or wrecking of any vehicle in
which the Cardmember was insured hereunder as an occupant, then it shall be presumed, subject to all other terms of the policy, that the Cardmember has suffered loss of life covered under this policy.

6. EXCLUSIONS AND LIMITATIONS
The Policy does not cover any loss caused by or resulting from:

a) Intentionally self-inflicted injuries.

b) Suicide or attempted suicide, whether sane or insane.

c) Illness or disease.

d) Normal pregnancy or resulting childbirth or miscarriages.

e) Bacterial infection except bacterial infection of an Accidental Bodily Injury, or if death results from the accidental ingestion of a substance contaminated by bacteria.

f) A declared or undeclared war. Declared or undeclared war does not include acts of terrorism.

g) Accident occurring while a passenger on, or operating or learning to operate, or serving as a member of the crew of any aircraft except as provided on this certificate.

7. MAKING A CLAIM
In the event of a claim, notify the Insurer by calling 1-800-263-0997.

Notice must include the name of the Insured Person who sustained the Loss, the Account number to which the cost of the Ticket was charged, and the name and address of the person (acting on behalf of the Insured Person if necessary) to whom claim forms should be sent.

If claim forms for providing Proof of Loss are not received within 15 days of giving notice of the claim, Proof of Loss may be provided by giving the Insurer a written statement of the nature and extent of the Loss.

Proof of Loss, whether it be a complete claim form or otherwise, must be given to the Insurer as soon as reasonably possible. The Insurer, at its expense, has the right to have the Insured Person examined as often as reasonably necessary while a claim is pending. The Insurer may also have an autopsy performed unless prohibited by law.

8. LEGAL ACTION
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.

Program management is provided by:

CSI Brokers Inc.
1 Yonge Street, Suite 1801
Toronto, Ontario, M5E 1W7

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Coverage is provided for the first 15 consecutive days for Insured Persons under 65 years of age.

This Certificate of Insurance contains information about your insurance. Please read it carefully and keep it in a safe place. Refer to the Definitions section or to the applicable description of benefits and the paragraph following this one for the meanings of all capitalized terms.

The coverage outlined in this Certificate of Insurance is effective as of May 22, 2015, and is provided to eligible Scotiabank® GM® VISA Infinite® Cardmembers. Travel Emergency Medical Insurance is underwritten by American Bankers Life Assurance Company of Florida, (hereinafter referred to as the “Insurer”), under Group Policy Number BNSL052015 (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.


Claim payment and administrative services are arranged by the Insurer. The administrator for claim payment and administrative services is World Travel Protection Canada Inc. (hereinafter referred to as “Scotia® Assist”).

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

1. DEFINITIONS

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 Infinite Card Account, which must be in Good Standing with the Policyholder.

**Cardmember** means the Primary Cardmember. The Cardmember may be referred to as “You” or “Your”.

**Dependent Children** means Your unmarried natural, adopted or step-children who are dependent on You for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full-time attendance at a recognized institution of higher learning in Canada. Dependent Child(ren) also includes children 21 years of age or over who are permanently mentally or physically challenged and incapable of self-support.

**Doctor** means a physician or surgeon who is registered or licensed to practice medicine in the jurisdiction where the medical treatment or service is provided, and who is not related by blood or by marriage to the Insured Person to whom the service is rendered.

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

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

**GHIP** means the Government Health Insurance Plan of an Insured Person’s province or territory of residence in Canada.

**Good Standing** means, with respect to 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.

**Hospital** means an institution which is licensed to provide, on an inpatient 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.

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

**Medical 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.

**Network** means the network of Hospitals, Doctors and other medical providers with which Scotia Assist has entered into an agreement to provide Emergency Medical Treatment under the Policy.
Pre-Existing Condition means any Medical Condition for which symptoms appeared or for which an Insured Person sought the attention of a Doctor, had investigated, diagnosed or treated, had treatment or further investigation recommended, or for which medication was prescribed or altered, in the 180 days prior to the Trip departure date. Age will be measured as of the date of departure for this purpose. A Pre-existing Condition does not include a Medical Condition which is controlled by the consistent use of medications prescribed by a Doctor, provided that, during the 180-day period, before the Insured Person’s departure, there has been no other treatment or investigation recommended and there has been no change in medication. A new medication or increase/decrease in dosage constitutes a change.

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

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.

Spouse means Your legal wife or husband or the person with whom You have lived and publicly represented as Your Spouse for at least one continuous year.

Trip means travel outside of Your province or territory of residence in Canada for a period of 15 consecutive days or less. In the event of a claim, You will be required to submit proof of the date of departure. Only a Medical Emergency occurring during a Trip will be eligible for consideration.

2. ELIGIBILITY
For this coverage, the Cardmember and/or his or her Spouse who is under 65 years of age, a resident of Canada and covered by a GHIP, is eligible for Travel Emergency Medical coverage, provided that Your Account is in Good Standing. Your Dependent Children are only eligible for benefits when travelling with You and/or Your Spouse on a Trip.

3. COVERAGE PERIOD
For the Travel Emergency Medical benefit, only the first 15 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 15 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 15 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.

4. AUTOMATIC EXTENSION OF COVERAGE
Coverage will be automatically extended beyond the 15-day limit 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 15-day limit 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.

5. BENEFITS
In the event of a Medical Emergency, Reasonable and Customary Charges for Emergency Medical Treatment will be paid by Scotia Assist, 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 Scotia Assist.
Ambulance Service to the nearest Hospital equipped to provide the required Emergency Medical Treatment.

Emergency Air Transport to the nearest Hospital, or repatriation to a Hospital in the Insured Person’s province or territory of residence in Canada (when approved and arranged by Scotia Assist) 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 Scotia Assist.

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 Scotia Assist. 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.

6. MEDICAL EMERGENCY PROCEDURES

When a Medical Emergency occurs, You must contact Scotia Assist without delay. See Section 7 for coverage Limitations.

24-hour assistance is available by calling 1-800-263-0794 from within Canada and the United States, or 1-416-977-2130 locally or collect from other countries. If calling Scotia Assist from somewhere in the world where a collect call is not possible, call direct and You will be reimbursed. Scotia Assist will confirm coverage, provide directions to the Network facility or the nearest appropriate medical facility, provide the necessary authorization of payment of eligible expenses and manage the Medical Emergency. Scotia Assist will make every effort to pay or authorize payment of eligible expenses to Hospitals, Doctors, and other medical providers directly. If direct payment or payment authorization is not possible, an Insured Person may be required to make payments. In that event, the Insured Person will be reimbursed for eligible expenses on submission of a valid claim.

7. LIMITATIONS

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

• No benefits will be payable for surgery or invasive procedures (such as cardiac catheterization) without prior approval by Scotia Assist, except in extreme circumstances where a request for prior approval would delay surgery needed in a life-threatening medical crisis.

• Non-surgical eligible expenses for which benefits would otherwise have been provided will be limited to 80% of the total, to a maximum of $30,000.

Benefits payable are further limited as follows:

• In consultation with the attending Doctor, Scotia Assist reserves the right to transfer the Insured Person to an appropriate Network facility or to 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.
8. EXCLUSIONS

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

a) any Pre-existing 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) mental or emotional disorders;
m) treatments that are not prescribed by a Doctor; or
n) 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).

9. OPTIONAL EXTENSION OF COVERAGE PROCEDURES

For trips that exceed 15 days.

Coverage may be extended beyond 15 days for Insured Persons under 65 years of age.

For more information or to purchase Travel Extension Coverage, please call Scotia Assist at 1-800-263-0997 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.

10. CLAIM PROCEDURES

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

If Scotia Assist is not notified in advance of medical treatment:
If eligible expenses are incurred for which payment has not been pre-authorized by Scotia Assist, they should be submitted to Scotia Assist with original receipts and payment statements. Benefits may be excluded or reduced where Scotia Assist has not been contacted in advance of treatment (see Section 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 Scotia Assist at 1-800-263-0997 from Canada and the United States or 1-416-977-1552 locally or collect from other countries.

11. 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.

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

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

Written notice of claim must be given to Scotia Assist as soon as reasonably possible after the occurrence or commencement of any loss covered under the Policy, but in no event later than 90 days from the date of such occurrence or commencement. Written notice given by or on behalf of the claimant or the beneficiary, with information sufficient to identify the Cardmember, shall be deemed notice of claim.

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.

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

Subrogation: Following payment of an Insured Person’s claim for loss or damage under the Policy, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the Insured Person’s name. The Insured Person shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured Person.

Termination of Insurance: Coverage in respect of an Insured Person ends on the earliest of the following dates:
   a) the date 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.

Legal Action: Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, Limitations Act or other applicable legislation in Your province or territory.

False Claim: If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the benefit of coverage under the Policy, nor to the payment of any claim made under the Policy.

Access to Medical Care: The Insurer, the Policyholder and Scotia Assist are not responsible for the availability, quality or results of any medical treatment or transport, or for the failure of an Insured Person to obtain medical treatment.
This Certificate of Insurance contains information about your insurance. Please read it carefully and keep it in a safe place. Refer to the Definitions section or to the applicable description of benefits and the paragraph following this one for the meanings of all capitalized terms.

The coverage outlined in this Certificate of Insurance is effective as of May 22, 2015, and is provided to eligible *Scotiabank® GM® VISA Infinite* Cardmembers by American Bankers Insurance Company of Florida (hereinafter referred to as the “Insurer”) under Group Policy No. BNS052015 (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 Insurer’s Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

Claim payment and administrative services are provided by *Scotia® Assist*.

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

1. DEFINITIONS

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 Infinite 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 Card is issued and whose name is embossed on the Card. The Cardmember may also be referred to herein using “You” and “Your”.

**Car Sharing** means a car rental club that provides its members with 24-hour access to a fleet of cars parked in a convenient location.

**Card** means the *Scotiabank* GM VISA Infinite Card.

**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 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.

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

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

**Scotia Assist** means the Insurer in relation to claim payment and administrative services.

2. 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 Card (if arranged in advance, by booking or reserving the car rental with Your Card) and by providing a Card imprint 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 charge the entire cost of the car rental 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.

• “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).

3. 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.)

4. 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.

5. 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, hand finished 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.

6. 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.

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

8. 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.

Due Diligence

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

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 Scotia Assist by calling 1-800-263-0997 from within Canada and the United States, or by calling 1-416-977-1552 locally or collect from other countries. You will then be sent a claim form.

Written notice of claim must be given to Scotia Assist 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.

Payment of Claim

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

Subrogation

Following payment of an Insured Person’s claim for loss or damage under the Policy, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the Insured Person’s name. The Insured Person shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured Person.

Coverage Termination

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.

False Claim

If You make any claim knowing it to be false or fraudulent in any respect, You shall no longer be entitled to the benefits of this insurance nor to the payment of any claim under the Policy.

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.
Flight Delay 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 May 22, 2015, and is provided to eligible Scotiabank® GM® VISA Infinite Cardmembers by American Bankers Insurance Company of Florida (hereinafter referred to as the “Insurer”) under Group Policy No. BNS052015 (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 Insurer’s Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

Claim payment and administrative services are provided by Scotia® Assist.

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

1. DEFINITIONS

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 Infinite 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 Infinite Card is issued and whose name is embossed on the card. Cardmember may also be referred to herein using “You” and “Your”.

**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.

**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.

**Dollars** and $ means Canadian dollars.

**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.

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

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

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

**Scotia Assist** means the Insurer in relation to claim payment and administrative services.

**Spouse** means the Cardmember’s legal husband or wife, or the person with whom the Cardmember has lived and publicly represented as his or her Spouse for at least one continuous year.

**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.
2. FLIGHT DELAY INSURANCE

Benefits

Scotia Assist 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;
(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 Scotia Assist, including plane ticket(s) or the Scotiabank GM VISA Infinite Card 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.

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.

How to Claim

In the event of a claim, contact Scotia Assist at 1-800-263-0997 from Canada and the United States, or 1-416-977-1552 locally or collect from elsewhere in the world.

3. 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.

Due Diligence

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

Notice and Proof of Claim

Immediately after learning of a loss or an occurrence which may lead to a loss under any of these insurance benefits, You must notify Scotia Assist. You will then be sent a claim form.

Written notice of claim must be given to Scotia Assist as soon as reasonably possible after the occurrence or commencement of any loss covered by the Policy, but in all events, provided within 90 days from the date of such loss. Written notice given by or on behalf of the claimant or the beneficiary, with information sufficient to identify the Cardmember, shall be deemed notice of claim.

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.

Payment of Claim

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

Subrogation

Following payment of an Insured Person’s claim for loss, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss, and shall be entitled, at its own expense, to sue in the
Insured Person’s name. The Insured Person shall give the Insurer all such assistance as is reasonably required to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured Person.

**Termination of Insurance**

Coverage ends on the earliest of:

(i) the date the Account is cancelled, closed or ceases to be in Good Standing;
(ii) the date the Insured Person ceases to be eligible for coverage; and
(iii) the date the Policy terminates.

No losses incurred after the Policy termination date will be paid, unless otherwise specified or agreed.

**False Claim**

If You make any claim knowing it to be false or fraudulent in any respect, You shall no longer be entitled to the benefits of this insurance nor to the payment of any claim under the Policy.

**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.