

# Scotiabank<sup>®\*</sup> Gold American<sup>®</sup> Express Card

## Memorable moments await



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## This is just the beginning

### Benefits, rewards and so much more.

Congratulations on accepting and consenting to your Card and becoming a **Scotiabank®\* Gold American Express®** Cardmember! You're now on your way to earning *Scotia Rewards®\** points, paying no foreign transaction fees, receiving comprehensive insurance coverage and accessing exclusive American Express® offers.

### Getting started

#### Sign up for Scotia OnLine and mobile banking to:

- View your account balance, transactions and pending transactions in real time.
- View your *Scotia Rewards* points balance.
- Set up Scotia InfoAlerts to get notified when important activity happens on your account.
- Sign up for eStatements and get secure, instant access online to your monthly statements.
- Download our Scotiabank mobile app.



## Scotia Rewards program

With the *Scotia Rewards* program you'll enjoy a world of travel rewards, gift cards, the latest in tech merchandise, statement credits and much more.

Remember to review the *Scotia Rewards* program terms and conditions (included in this Welcome Kit) for full details about the program.

**Learn more about the *Scotia Rewards* program and the benefits available to you through the program by visiting [scotiarewards.com](http://scotiarewards.com) or calling 1-800-665-2582.**

## How you earn points

### Everyday purchases are more rewarding.

You earn *Scotia Rewards* points when you use your card to make everyday purchases, so virtually everything you purchase gives you something back. Your points will never expire so long as you are a Cardmember.†

### Here's how you earn<sup>1</sup>

# 5x

#### Eat in & eat out

Earn 5x for every \$1 CDN spent on eligible grocery, restaurants, fast food and drinking establishments. Includes popular food delivery and food subscriptions.

# 5x

#### Watch & cheer

Earn 5x for every \$1 CDN spent on eligible entertainment purchases. Includes movies, theatre and ticketing agencies.

# 3x

#### Listen & stream

Earn 3x for every \$1 CDN spent on eligible select streaming services.

# 3x

#### Ride & drive

Earn 3x for every \$1 CDN spent on eligible gas and daily transit. Includes rideshare, buses, taxis, subways and more.

**Earn 1 *Scotia Rewards* point for every \$1 spent on all other eligible purchases.**

TIP: You can track the points you earn online, anytime at [scotiarewards.com](https://scotiarewards.com).

## Redeeming points

### Travel rewards

As a Scotiabank Gold American Express Cardmember, you have access to the *Scotia Rewards* Travel Service (operated by our third party travel service provider). This full-service travel agency and complimentary online booking tool will help you create the getaway you want when you book your travel through the *Scotia Rewards* Travel Service.<sup>2</sup>

You have a range of flexible options when it comes to booking and redeeming for travel purchases:

- If you've earned all the points you need, redeem them to pay for your complete trip – including taxes and surcharges.
- Short a few points? Want to save some for later? You can pay for your travel with a combination of accumulated points and a charge to your card.
- You can also make your own travel arrangements at any travel provider, site or operator that you choose, and then select the Apply Points to Travel option available through the *Scotia Rewards* program. Simply pay for your trip using your card through your selected travel provider, then log into **scotiarewards.com** to redeem points (all or partial) to cover the cost of your trip. Please allow for 5 to 7 business days for your travel purchase to appear on your account before you select this option to apply points.

### Beyond travel rewards

Your card gives you many other ways to reward yourself, or treat someone you care about.

- Redeem your points for merchandise rewards - you can find everything from household goods, jewelry and accessories to merchandise from the Apple® and Best Buy® catalogues.
- Choose from a wide selection of prepaid cards and gift cards.
- Convert your *Scotia Rewards* points to SCENE® points or your SCENE points to *Scotia Rewards* points instantly online, anytime you want.
- Redeem your *Scotia Rewards* points for a credit towards your Card Account with the Statement Credit option.
- Donate to charity.

For more information about all the ways you can redeem your points or about the *Scotia Rewards* program, visit [scotiarewards.com](https://scotiarewards.com) or call **1-800-665-2582**.

Remember to review the *Scotia Rewards* program terms and conditions (included in this Welcome Kit) for full details about the program.

## Features and benefits

### A world of exciting benefits



#### No Foreign Transaction Fees

You won't pay the usual 2.5% foreign transaction fees on foreign currency purchases made online or when travelling abroad.<sup>3</sup>



#### No Travel Restrictions

Use your *Scotia Rewards* points to book flights, hotels, cruises, car rentals, and all-inclusive packages any time. No fuss, no muss.



#### Lounge Access

Be confident that you'll have a place to relax or catch up on business. Enjoy a preferred discount on the Priority Pass™ membership and access over 1,200 VIP lounges around the world. To enroll in Priority Pass, visit [prioritypass.com/scotiabankgold](https://prioritypass.com/scotiabankgold).<sup>±</sup>

Use Discount code: **Scotia5**



#### Complimentary Concierge Services

Whether you need help booking your restaurant reservations or scoring tickets for a show, the American Express concierge service is happy to assist you 24/7.\*



#### Save on Car Rentals

Save up to 25% off base rates at participating AVIS locations and at participating Budget locations in Canada and the U.S. when you pay with your Scotiabank Gold American Express Card.<sup>4</sup>

## Features and benefits

AVIS reservations may be made online at [avis.com/scotiabankgoldAMEX](https://www.avis.com/scotiabankgoldAMEX) or by calling **1-800-TRY-AVIS (879-2847)**. Please, quote AVIS worldwide discount number **C231401**.

Budget Reservations may be made online at [budget.com/scotiabankgoldAMEX](https://www.budget.com/scotiabankgoldAMEX) or by calling **1-800-268-8900**. Please quote Budget Corporate Discount number **A363307**.

## American Express® exclusive benefits



### AMEX Offers®†

Make every day more rewarding with Amex Offers®. With offers for shopping, dining, travel, and more, there's something for everyone. Adding offers to your card is quick, easy, and best of all, incredibly rewarding.<sup>5</sup>  
[www.americanexpress.ca/scotiabank](https://www.americanexpress.ca/scotiabank)



### AMEX Front of The Line®

Cardmembers can purchase Front Of The Line® presale tickets to some of the most in-demand concerts, theatre productions, restaurants, and special events before the general public.<sup>6</sup>



### AMEX Invites®

Enjoy a variety of special offers and events created just for you. From advance screenings of blockbuster movies, to weekend getaway packages and special online and in-store shopping deals, it's never been easier to have and an unforgettable experience!<sup>7</sup>

## Comprehensive Insurance

Go without worry. Your card has you covered.

Your Scotiabank Gold American Express Card comes packed with a comprehensive suite of insurances<sup>8</sup> that protect you, your loved ones and your belongings.

### Insurance benefits at a glance:

Please see the enclosed Certificate of Insurance for full details of these insurance coverages.

Insurance Type	Coverage (CAD\$)
Travel Emergency Medical	25 days for cardmembers aged 64 and under 3 days for cardmembers aged 65 and over Up to \$1,000,000 per insured person per trip
Trip Cancellation	Up to \$1,500 per insured person / \$10,000 per trip
Trip Interruption	Up to \$1,500 per insured person / \$10,000 per trip
Flight Delay	Up to \$500 per insured person per trip
Delayed & Lost Luggage	Up to \$1,000 per trip
Hotel/Motel Burglary	Up to \$1,000 per burglary occurrence
Rental Car Collision/Loss Damage	48 days Limited to vehicles up to \$65,000 in value
Common Carrier Travel Accident	Up to \$500,000 per insured person / \$1,000,000 per occurrence
Purchase Security and Extended Warranty	Most new items protected for the first 90 days from date of purchase in the event of loss, theft, or damage. Doubles the original manufacturer warranty period for up to 1 additional year. Maximum lifetime limit of \$60,000 and is in excess of any other insurance coverage.

For complete insurance details, please refer to the insurance certificates included in this Welcome Kit, or call **1-877-391-7507**.



### Financial Protection

#### Scotia Credit Card Protection (optional)

Scotia Credit Card Protection<sup>9</sup> insurance can help offer your family the financial protection they need when it matters most. This optional insurance<sup>10</sup> coverage can pay off your outstanding account balance or help cover your monthly credit card payments as a result of certain unexpected events that may have significant financial impact, such as Disability, Job Loss, Strike or Lockout, Critical Illness or Loss of Life.

Visit [scotiabank.com/creditcardprotection](https://scotiabank.com/creditcardprotection) for more information or simply call 1-855-753-4272 between 8am and 8pm (EST) Monday to Friday, and a Customer Service Representative will be pleased to assist you.

#### All features, benefits and other information are subject to change. Effective as of March 1, 2020

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- <sup>®</sup> American Express is a registered trademark of American Express. This credit card program is issued and administered by The Bank of Nova Scotia under license from American Express.
- <sup>®†</sup> Used by Amex Bank of Canada under license of American Express.

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<sup>\*\*</sup> The Bank of Nova Scotia is an authorized user of the mark.

<sup>®◇</sup> Registered trademark of SCENE IP GP, used under license.

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- <sup>‡</sup> *Scotia Rewards* points must be redeemed within 60 days of account closure or they will be deleted permanently. If your account is not in good standing, the accumulated *Scotia Rewards* points are not eligible for redemption.
- <sup>‡</sup> Priority Pass<sup>™</sup> membership includes access to airport lounges participating in the Priority Pass program. Certain terms, conditions and exclusions apply.

Benefits and membership fees that apply are subject to change at any time. Visit [prioritypass.com/scotiabankgold](https://prioritypass.com/scotiabankgold) for full details.

For full details on Best Price Guarantee on Airfare, visit [scotiarewards.com](https://scotiarewards.com) (this feature is subject to change at any time).

- <sup>1</sup> You will earn the accelerated *Scotia Rewards* points (5X or 3X as applicable) under the *Scotia Rewards* Program (the “Program”) if you make purchases in Canadian currency only. For purchases that are made in foreign currency, you will only earn 1 *Scotia Rewards* point for every \$1 charged to the Scotiabank Gold American Express<sup>®</sup> credit card (the “Account”) once that foreign currency has been

converted into Canadian dollars. See the *Scotia Rewards Program Terms & Conditions* for full details.

- <sup>2</sup> *Scotia Rewards* Travel Service booking site provided by a duly licensed 3rd party travel agent: visit **scotiarewards.com** for full details.
- <sup>3</sup> Concierge Service provided by a duly licensed 3rd party premium concierge provider (currently Hogg Robinson Canada Inc.) (“HRG”). Provider is subject to change by The Bank of Nova Scotia.
- <sup>3</sup> We will not charge you Foreign Transaction Fees on foreign currency transactions, including purchases. Only the exchange rate applies. The term “Foreign Transaction Fees” is a substitute for “Foreign Currency Conversion” as described in the Disclosure Statement you received with your Card. This fee relates to the 2.5% mark-up that is typically charged by credit card issuers in addition to the exchange rate. See the Foreign Currency Conversion section of the Disclosure Statement for this Card for full details. Rates and fees are subject to change.
- <sup>4</sup> The savings of up to 25% applies to Avis base rates and is applicable only to the time and mileage charges of the rental. All taxes, fees (including but not limited to Air Conditioning Excise Recovery Fee, Concession Recovery Fee, Vehicle License Recovery Fee, Energy Recovery Fee, Tire Management Fee, and Frequent Traveler Fee) and surcharges (including but not limited to Customer Facility Charge and Environmental Fee Recovery Charge) are extra.
- <sup>5</sup> Select offers are brought to you by American Express. The Bank of Nova Scotia is not responsible for the offers, or any third party services provided under the Amex Offers program. American Express reserves the right to vary any eligibility criteria or the Terms prior to you registering for the offer. If you do not agree with the Terms, you must not participate in the offer.
- <sup>6</sup> Purchase must be charged in full to an American Express® Card. Subject to availability and to event and ticketing terms, restrictions, verification procedures and fees. Tickets and packages may not be transferable and should not be resold. No refunds and no exchanges, subject to merchant’s obligations under applicable law. Any dispute related to an offer must be directed to the participating merchant. The Bank of Nova Scotia and its affiliates are not responsible for fulfilment of offers under the American Express Invites program. All offers are provided and fulfilled by participating merchants and are subject to the specific terms and conditions of the respective merchant. American Express® and its affiliates are not liable or otherwise responsible for any offer or experience made available under this program, and are not responsible for fulfilment, any changes or cancellation of any offer.
- <sup>7</sup> The Bank of Nova Scotia and its affiliates are not responsible for fulfillment of offers under the American Express Invites program. All offers are provided and fulfilled by participating merchants and are subject to the specific terms and conditions of the respective merchant. American Express and its affiliates are not liable or otherwise responsible for any offer or experience made available under this program, and are not responsible for fulfillment, any changes or cancellation of any offer.
- <sup>8</sup> Common Carrier Travel Accident Insurance coverage is underwritten by American Bankers Life Assurance Company of Florida (“ABLAC”). Travel Emergency Medical Insurance is underwritten by ABLAC, except for travel in Cuba which is underwritten by Zurich Insurance Company Ltd. All other coverages are underwritten by American Bankers Insurance Company of Florida (“ABIC”). The Bank of Nova Scotia is not an insurer. All claims for insurance indemnities must be forwarded to the respective insurers. Details of the coverage, including definitions, benefits, limitations, and exclusions: including a pre-existing condition for

certain benefits, are in the enclosed Certificates of Insurance. Read the Certificates of Insurance and keep them in a safe place with your other valuable documents. ABIC and ABLAC, their subsidiaries, and affiliates carry on business in Canada under the name of Assurant®. ®Assurant is a registered trademark of Assurant Inc.

- <sup>9</sup> Scotia Credit Card Protection is underwritten by Chubb Life Insurance Company of Canada under a Group Policy issued to The Bank of Nova Scotia. All coverage is subject to the terms and conditions outlined in the Certificate of Insurance which you will receive upon enrolment.
- <sup>10</sup> A waiting period and pre-existing conditions apply to certain coverages. Critical Illness, Disability, Job Loss and Strike or Lockout coverages end at age 70; however, Life Insurance coverage remains in place until the Primary Borrower reaches age 80. Full details of the coverage, including when coverage begins and ends, how to make a claim, terms and conditions, and limitations and exclusions, are outlined in the Certificate of Insurance.

### Keep up with your account

The information you need is always close at hand.

Locally and wherever your travels take you, it's important that you have access to your account and your account information – in a variety of ways:



General Card Inquiries:

Visit **scotiabank.com** or call  
**1-888-860-7093** (24/7)



Rewards And Booking Information:

Visit **scotiarewards.com**  
or call **1-800-665-2582**

- Concierge Service 24/7
- Travel Service (Mon-Sun 8am to 8pm EST)
- Other Rewards & Redemption  
(Mon-Fri 8am to 9pm, Sat. 8am to 5pm EST)



In Case Of Medical Emergency:

Scotia Assist **1-877-391-7507**



Internet Banking:

Visit **scotiabank.com**



Telephone Banking:

Call **1-800-267-1234**

ATM ACCESS:

Worldwide look for machines displaying the *Interac*<sup>\*\*</sup>, American Express or LINK symbols.



### Scotiabank's Privacy Commitment

Since 1832, Scotiabank's business and reputation have been built on trusted relationships with our customers, employees, and other stakeholders. The protection of information in our custody is a critical component of these trusted relationships.

As part of our ongoing commitment to fostering and maintaining trust, Scotiabank has established a robust privacy program that is designed to protect the personal information entrusted to us.

#### We work hard to:

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

Our Privacy Agreement describes how we treat personal information including the types of personal information we collect, when and why we collect and use personal information, and the circumstances when we share and disclose it. For a full copy of our Privacy Agreement, please visit:

[scotiabank.com/ca/en/about/contact-us/privacy.html](https://scotiabank.com/ca/en/about/contact-us/privacy.html)  
or a Scotiabank Branch.

# Scotia Rewards<sup>®\*</sup> Program Terms & Conditions

These are the terms and conditions for the *Scotia Rewards*<sup>®\*</sup> program (the “Program”) that apply to the following credit cards: Scotiabank<sup>®\*</sup> Platinum American Express<sup>®</sup> Card, Scotiabank<sup>®\*</sup> Gold American Express<sup>®</sup> Card and Scotiabank<sup>®\*</sup> American Express<sup>®</sup> Card (each a “Program Card” or a “Card”).

### Other Definitions that you should know:

**Cardmember** or *Scotia Rewards* Cardmember: An individual that has a Program Card.

**Co-Borrower**: The secondary borrower on a joint Program Card Account. A Co-Borrower is also a “Cardmember”.

**Primary *Scotia Rewards* Cardmember or Primary Cardmember**: The individual in whose name a Program Card Account is opened and who is the first or primary name on that Account.

**Program Site**: The site where you can gain access to the Program (currently located at **scotiarewards.com**).

**Supplementary Cardmember**: An additional Cardmember on your Program Card Account that is not the Primary *Scotia Rewards* Cardmember or the Co-Borrower. Also known as an “authorized user”.

**Your name**: The name of the Primary Cardmember or Co-Borrower.

### A. Participation Requirements and Use of Personal Information

The Program is automatically available to each of the Program Cards and the accounts associated with those Program Cards (the “Program Card Accounts” or “Accounts”), so long as the Cards and Accounts are in good standing<sup>2</sup>.

The Program is offered at no extra cost on the Program Card with no additional application or enrollment required.

As a *Scotia Rewards* Cardmember, you can receive communications with updates and special offers as part of the Program by signing up at **scotiarewards.com**, or by telephone through our *Scotia Rewards* Centre, or we may allow you to receive updates and special offers by other methods.

As a customer of Scotiabank and a *Scotia Rewards* Cardmember, the Scotiabank Privacy Agreement protects your privacy and your personal information.

## B. Earning and Redeeming Scotia Rewards Points and Adding Delegates

### 1. Earning Points

The program is based on a points system of “Scotia Rewards points”. Scotia Rewards points are also referred to as “points”.

You are awarded Scotia Rewards points for purchases of goods and services charged to the Program Card Account.

#### **Earn Rates and Accelerated Earn Rates:**

**For Scotiabank Platinum American Express Card account and Scotiabank American Express Card account:** The accelerated earn rate for the Scotiabank Platinum American Express Card account is **four (4) points per \$1.00** in purchases of goods and services charged to that Program Card Account.

The regular earn rate for the Scotiabank Platinum American Express Card account is **one (1) point per \$1.00** in purchases of goods and services charged to that Program Card Account.

*Merchants qualifying for the accelerated earn rate for a Scotiabank Platinum American Express Card account and Scotiabank American Express Card account:* The accelerated earn rate (5x) applies to purchases made at American Express merchants in the Gas, Grocery, Dining and Entertainment categories, classified in the American Express network as: *Gas Service Stations* (with or without Ancillary Services and with Merchant Code: 5541) and *Automated Fuel Dispensers* (Merchant Code: 5542); *Grocery Stores and Supermarkets* (Merchant Code: 5411); *Eating Places and Restaurants* (Merchant Code: 5812); *Drinking Places* (Alcoholic Beverages) including *Bars, Taverns, Nightclubs, Cocktail Lounges, and Discotheques* (Merchant Code: 5813); *Fast Food Restaurants* (Merchant Code: 5814); *Entertainment* including *Motion Picture Theaters* (Merchant Code: 7832), *Theatrical Producers* (except Motion Pictures) and *Ticket Agencies* (Merchant Code: 7922), *Bands, Orchestras and Miscellaneous Entertainers* - Not Elsewhere Classified (Merchant Code: 7929).

#### **For the Scotiabank Gold American Express Card Account:**

The first accelerated earn rate for the above Program Card Account is **five (5) points per \$1.00 charged in Canadian currency** to the Account for eligible purchases made at merchant locations classified

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as Groceries, Dining and Entertainment (as further described below).

The second accelerated earn rate is **three (3) points per \$1.00 charged in Canadian currency** to the Account for eligible purchases made at merchant locations classified as Gas, Daily Transit and Select Streaming Services.

*Merchants qualifying for the first accelerated earn rate (5X points):* The accelerated earn rate of 5X the points applies to eligible purchases **made in Canadian currency** at American Express merchants classified under the American Express Network as: Grocery Stores and Supermarkets (Merchant Code: 5411), Dining including Eating Places and Restaurants, Drinking Places, Fast Food Restaurants, and Delivery of Food as a primary business (Merchant Code: 5812, 5813, 5814, 5824, 5967 and 7311): Entertainment including Motion Picture Theaters, Theatrical Producers and Ticket Agencies, Bands, Orchestras and Miscellaneous Entertainers (Merchant Code: 7832, 7922, 7929).

*Merchants qualifying for the second accelerated earn rate (3X points):* The accelerated earn rate of 3X the points applies to eligible purchases **made in Canadian currency** at American Express merchants classified under the American Express Network as: Gas including Gas Service Stations (with or without Ancillary Services) and Automated Fuel Dispensers (Merchant Code: 5541 and 5542): Daily Transit including Local and Suburban Commuter Passenger Transportation, including Ferries, Passenger Railways, Taxicabs and Limousines, Bus Lines, Transportation (Merchant Code: 4121,4111,4112 4131, 4784,4789): select Streaming Service (4899, 5967,5969,7399) and whose primary business and related services as identified by Scotiabank are as eligible streaming services (excluding gaming). Eligible streaming service merchants are subject to change.

The regular earn rate for all other eligible purchases charged to the Scotiabank Gold American Express Card account is **one (1) point per \$1.00** charged, whether charged in Canadian or foreign currency (after the foreign currency has been converted into Canadian dollars and posted on that Program Card Account).

**Note: The first and second accelerated earn rates for the Scotiabank Gold American Express Card account is for eligible purchases made in Canadian currency**



**only. You will only earn the regular rate of one (1) point per \$1.00 charged to the Scotiabank Gold American Express Card account for any eligible purchase made in a foreign currency (once the amount of that foreign currency has been converted into Canadian currency and posted to your account).**

### **Spend threshold for the Accelerated Earn Rate:**

The accelerated earn rate for the Scotiabank Platinum American Express Card account and Scotiabank American Express Card account applies to the first \$100,000 in purchases charged to that Program Card Account annually at merchants qualifying for the accelerated earn rate: calculated annually from January 1<sup>st</sup> to December 31<sup>st</sup> each year.

The first or second accelerated earn rates for the Scotiabank Gold American Express Card account (5X or 3X the points as described above) applies to the first \$50,000 in eligible purchases **charged in Canadian currency** only to that Program Card Account annually at merchants qualifying for the accelerated earn rate: calculated annually from January 1<sup>st</sup> to December 31<sup>st</sup> each year.

Once you exceed the applicable annual spend thresholds, you will continue earning points at the regular earn rate of **one (1) point per \$1.00** on eligible purchases charged to the Program Card Account.

Some merchants may sell these products/services or are separate merchants who are located on the premises of these merchants, but are classified by American Express in another manner, in which case this added benefit would not apply. These Merchant Codes/identifiers and categories are subject to change.

Points are earned only for purchases charged to the Program Card Account. *Scotia Rewards* points are not awarded for cash advances (including balance transfers, *Scotia*<sup>®\*</sup> Credit Card Cheques and cash-like transactions), returns, refunds or other similar credits, payments, fees, interest or other charges.

Cash advances include Cash-like transactions. "Cash-like transactions" are transactions that are similar to cash or convertible into cash (monetary transactions) posted to your Program Card Account and include but are not limited to wire transfers, foreign currency, traveler's cheques, money orders, gaming chips and some lottery tickets. American Express Cards are not presently accepted for the purchase of lottery tickets or gaming chips.

*Scotia Rewards* points will be added to a Program Card Account shortly after a debit transaction for a purchase has been posted to that Account, and will be deducted (or cancelled) from the Program Card Account if a credit for any returned purchase (or similar credit such as a refund or credit voucher) is posted to that Account or for any other adjustments to previously billed purchases.

*Scotia Rewards* Points will not be posted to a Program Card Account that is not in good standing<sup>2</sup> or to a Program Card Account that is not open at the time of posting.

Purchases made by a Supplementary Cardmember will earn points for the benefit of the Primary *Scotia Rewards* Cardmember on the Program Card Account (and any Co-Borrower on that Account).

Supplementary Cardmembers earn the same number of points on purchases as the Primary *Scotia Rewards* Cardmember (and Co-Borrower) earns, unless we advise you otherwise.

### **Checking your Points Balance:**

Every month, the statement for the Program Card Account will detail the number of points earned since the previous statement (for the prior statement period), the balance of points carried forward from a previous statement (for the prior statement period), the number of points redeemed or adjusted in that statement (for the prior statement period), and the new *Scotia Rewards* points balance for the Program Card Account. *Scotia Rewards* points information for a Program Card Account is also available to the Primary *Scotia Rewards* Cardmember (or Co-Borrower) by logging into **scotiarewards.com** where points balances are updated daily based on the transactions that have been posted to the Program Card account as of that date. Transactions may require several business days to be posted to the Account and the points balance shown may not always be up to date.

## **2. Redeeming Points**

*Scotia Rewards* points can only be redeemed as set out in these terms and conditions. Redemptions of *Scotia Rewards* points can be made for a travel purchase (also referred to as a travel booking), merchandise and other non-travel rewards such as gift cards, pre-paid cards or other items/goods and services as described in these terms and conditions.

*Scotia Rewards* Cardmember who redeem *Scotia Rewards* points are responsible for any taxes

associated with their redemption and if applicable, must declare the value of those redemptions to appropriate tax authorities.

### 3. Redeeming Points on Closed Accounts

If a Program Card Account is closed (including if you cancel a Program Card), any unredeemed *Scotia Rewards* points can be redeemed within 60 days of closing the Account(s), provided the Accounts are in good standing<sup>2</sup>, after which time the unredeemed points will be permanently cancelled.

If the Program Card Account is closed, you will not be able to redeem any points for a Post Purchase Travel Redemption.

If you have multiple eligible Program Cards, you may transfer any accumulated *Scotia Rewards* points to another Scotiabank Credit Card Account that earns *Scotia Rewards* points before electing to close the Account, provided the Account(s) are open and in good standing<sup>2</sup> and the Account(s) are in your name.

If the *Scotia Rewards* Account is closed by Scotiabank because it is not in good standing<sup>2</sup>, the *Scotia Rewards* points associated with that Account cannot be redeemed and will be immediately cancelled.

### 4. Adding a Delegate

A Primary *Scotia Rewards* Cardmember or Co-Borrower may delegate a representative to redeem points on their behalf. Visit [scotiarewards.com](https://scotiarewards.com) or contact the *Scotia Rewards* Centre for details.

## C. Transferring Points

### 1. When Points can be transferred

*Scotia Rewards* points are non-transferable. However, if you have more than one Program Card Account in your name, we may allow you to transfer *Scotia Rewards* points to an open Program Card Account in your name before electing to close a Program Card Account, provided the Account(s) are in good standing<sup>2</sup>.

For a joint Program Card Account, if you are the Primary *Scotia Rewards* Cardmember or Co-Borrower, you may transfer *Scotia Rewards* points to another Program Card Account, provided each of those Accounts is in good standing<sup>2</sup> and each Account is in your name.

Supplementary Cardmember cannot transfer, combine or redeem points on any Program

Card Accounts. *Scotia Rewards* Cardmember can go to **scotiarewards.com** to complete a transfer of points. If you have any questions, visit us online or contact the *Scotia Rewards* Centre.

### **2. Points transfer on Death or Separation/Divorce**

Upon the death of a Primary *Scotia Rewards* Cardmember and verification by Scotiabank, if there is no Co-Borrower on the Program Card Account, the estate of the Primary *Scotia Rewards* Cardmember can redeem unused *Scotia Rewards* points for up to 60 days from the date of death provided that Account is in good standing<sup>2</sup> after which time, unredeemed *Scotia Rewards* points will be permanently cancelled.

In the case of a joint Program Card Account, the surviving Primary *Scotia Rewards* Cardmember or Co-Borrower, as the case may be, can elect to redeem unused *Scotia Rewards* points for up to 60 days from the date of death or can request to transfer them to a new Program Card Account in their name, provided the Account(s) are in good standing<sup>2</sup>. Otherwise, the unredeemed *Scotia Rewards* points will be permanently cancelled.

Points cannot be divided or otherwise transferred in the event of separation or divorce.

### **D. Non-Travel Rewards**

*Scotia Rewards* points can be redeemed for non-travel rewards on **scotiarewards.com**. Non-travel rewards include items such as merchandise, gift cards and Scotiabank Prepaid Cards. You may redeem Non-Travel Rewards, redeeming *Scotia Rewards* points only (“Points Only”) or redeeming *Scotia Rewards* points plus charging the balance to your Program Card (“Points Plus Charge”) on selected merchandise.

All merchandise appearing in the *Scotia Rewards* catalogue is subject to availability. Some rules and restrictions may apply. For additional information and a complete copy of the *Scotia Rewards* catalogue, please visit **scotiarewards.com**.

### **Other terms you should know about Non-Travel Rewards:**

#### **1. Scotiabank Prepaid Card**

For instructions on how to redeem *Scotia Rewards* points for Scotiabank Prepaid Cards, please visit **scotiarewards.com**. Scotiabank Prepaid Cards are subject to the terms of the Scotiabank Prepaid Cardmember Agreement.

## 2. Gift Cards

When redeeming *Scotia Rewards* points for a Gift Card, remember that the terms and conditions that apply to that Gift Card are set by the issuer that issues the gift card, not Scotiabank. Please review specific terms and conditions carefully upon receipt of your Gift Card.

## 3. How to Redeem Points for Non-Travel Rewards:

You can redeem *Scotia Rewards* points for non-travel rewards using two methods:

- i. Redeem using points only:
- ii. Redeem using points and a charge to your Program Card on selected merchandise.

## 4. Additional terms that apply to Non-Travel Rewards:

- Non-Travel Rewards are sent by pre-paid delivery service during normal business hours and it may be necessary for you to make appropriate arrangements for receipt.
- Every attempt is made to deliver the order as quickly as possible. However, Scotiabank is not responsible for delays due to a union dispute, postal disruption or any other reason.
- Where applicable, non-travel merchandise rewards are delivered with the Manufacturer Warranties and Service Policies/Warranties.
- Retain all documents for your records.
- If the item ordered arrives damaged or is missing pieces, please contact the *Scotia Rewards* Centre immediately at **scotiarewards.com** or by calling 1-800-665-2582.

For details on how to cancel or return Non-Travel Rewards, please visit **scotiarewards.com**.

**Note: Purchase Insurance:** Your Program Card may include insurance coverage for purchases made on your Program Card, including non-travel rewards.

Please refer to **scotiabank.com** or to the Certificates of Insurance provided with your Program Card for a full description of any included coverage. For all insurance coverages, certain limitations, restrictions and exclusions apply<sup>3</sup>.

Please visit **scotiarewards.com** for additional terms and conditions that apply to non-travel rewards under the Program.

## E. Travel Purchases through the *Scotia Rewards* Travel Service

The *Scotia Rewards* Travel Service is provided by a licensed third party travel agent (Hogg Robinson Canada Inc.) (“HRG”).

### 1. Booking Travel through the *Scotia Rewards* Travel Service

You can purchase travel through the *Scotia Rewards* Travel Service in two ways:

- i. Sign on to the *Scotia Rewards* Program Site to book your purchase online through the Program Site; or
- ii. Call the *Scotia Rewards* Travel Service at **1-800-665-2582** and speak with a Travel Consultant. Remember: If you book travel by phone, a booking fee will be charged by the *Scotia Rewards* Travel Service (disclosed to you at the time of booking or by visiting **scotiarewards.com** for details) for that travel purchase and will be charged to your Program Card Account. This booking fee is not applicable to Scotiabank Platinum American Express Card. Booking fee is subject to change.

### 2. Redeeming Points for Travel Purchases:

You can redeem your *Scotia Rewards* points for a travel purchase made through the *Scotia Rewards* Travel Service using the following options:

- i. Redeeming points (“Points Only”). This payment option allows you to redeem points for the entire amount of your travel purchase made through the *Scotia Rewards* Travel Service;
- ii. Redeeming points plus a charge to your Program Card (“Points Plus Charge”).

This payment option allows you to book travel through the *Scotia Rewards* Travel Service and the value of any *Scotia Rewards* points redeemed will be deducted from the total purchase with the difference in the amount for that travel purchase then charged to your Program Card.

You will earn points only on the amount of the travel purchase charged to your Program Card. You will not earn points on the amount of the travel purchase towards which you redeem points.

The minimum point redemption is 5,000 points (5,000 points is equivalent to \$50 in travel savings) each time a redemption towards a travel purchase is made through the *Scotia Rewards* Travel Service.

### 3. Concierge Assistance Services:

Complimentary concierge services to Scotiabank Platinum American Express and Scotiabank Gold American Express Cardmembers are provided by our selected third party service provider<sup>1</sup>.

General concierge assistance consists of car and limousine rentals, hotel information and reservations, luxury rental information and arrangements such as houseboats, villas, charter planes, cultural information, restaurant referrals and reservations, entertainment information and arrangements, business service referrals and arrangements, golf course referrals, leisure activity information and assistance, gift referrals and arrangement services, hard to find items, location of retailers/specialty stores, product research comparison, specialty in-home referrals and specialty service referrals. Services are available worldwide and are subject to limitations. In no event will the services be available in any country or territory which is the subject of governmental or quasi-governmental economic or political sanctions, which may be involved in an international or internal conflict, or where the existing infrastructure is deemed inadequate to guarantee service. Scotiabank Platinum American Express Cardmembers may redeem *Scotia Rewards* points to purchase services offered through our selected third party service provider.

### 4. Other Information about Travel Purchases through the *Scotia Rewards* Travel Service

**Availability / Pricing:** All travel rewards listed in the *Scotia Rewards* Catalogue, *Scotia Rewards* Program Site or any other brochure or notice made available to you, are subject to availability by the travel supplier, hotel or any other applicable supplier. The *Scotia Rewards* Travel Service does not commit to price matching other than the Best Price Guarantee program.

**Travel Confirmations:** All correspondence and travel documents/itinerary provided by *Scotia Rewards* Travel Service will be sent to the Primary Cardmember's (or Co-Borrower's) address or email appearing in our records at *Scotia Rewards* Travel Service or at the address instructed by the Primary Cardmember (or Co-Borrower). We are not responsible for any failure to receive these travel documents if we send them to the address appearing in our records at the *Scotia Rewards* Travel Service or the instructions we receive from the Primary Cardmember or Co-Borrower.

**Travel Documents:** You and your travel companions are responsible to ensure that you have in your possession, on departure and as otherwise required, all necessary travel documents. We are not responsible if you do not have the necessary travel documents and you will not be entitled to any compensation from us. It is your responsibility to check with the airlines and other travel suppliers for all estimated departure times, arrival times, and check-in times.

**Pay at Destination:** While most hotel and car rental bookings will be prepaid (requiring Cardmembers to pay only local tax and incidentals at check-out/drop-off), there may be occasions where a prepayment is not possible. In these situations, your hotel and/or car bookings will be considered a “Pay At Destination” booking. For these bookings, points are redeemed in the form of a travel credit. The travel credit is applied to your Program Card Account within 14 days of the date of this booking. Full payment is collected by the hotel and/or car rental agency. Pay at Destination is only applicable to trips reserved through the *Scotia Rewards* Travel Service and paid with a Program Card.

**Travel Cancellation:** If you wish to cancel your travel booking before your travel departure date, or any portion of it made through the *Scotia Rewards* Travel Service, we will attempt to assist you but you agree that any cancellation is subject to the terms and conditions of the third party travel supplier that is providing that travel purchase and the terms of the travel purchase itself. In some cases, this means that for non-refundable tickets and cancellations are not allowed or are subject to cancellation fees. Any cancellation fees will be charged directly to the Program Card Account on which the travel purchase was made.

Travel cancellations and/or changes made to travel purchases outside of *Scotia Rewards* Travel Service hours are dependent on the terms set by the third party travel providers and their hours of operation. The *Scotia Rewards* Travel Service is not responsible for earlier closures or any cancellation of these travel purchases by the third party travel providers.

Point redemptions for travel purchases are final. However, if you are able to cancel a travel purchase for which you redeemed *Scotia Rewards* points, we will credit the Program Card Account for the points redeemed at the value they were redeemed at.



**Travel Insurance:** Your Program Card may include insurance coverages related to travel. Please refer to the rewards and travel benefits posted online at [scotiabank.com](https://www.scotiabank.com) or to the Certificates of Insurance provided with your Program Card for a full description of any included coverage. For all insurance coverages, certain limitations, restrictions and exclusions apply, including a pre-existing condition exclusion for certain benefits<sup>3</sup>.

### **F. Post Purchase Travel Redemption (also referred to as the “Apply Points to Travel” feature)**

You can purchase eligible travel or related travel expenses at a travel provider other than the *Scotia Rewards* Travel Service (e.g., other travel agencies, tour operators and online travel websites) (the “Other Travel Suppliers”). These types of purchases at Other Travel Suppliers are called “Post Purchase Travel Redemptions” (also referred to as the Apply Points to Travel” feature).

*Scotia Rewards* points are redeemable for Post Purchase Travel Redemptions made through your Program Card. To redeem *Scotia Rewards* points for a Post Purchase Travel Redemption at Other Travel Suppliers, the purchase must first appear (post) on the Program Card Account. *Scotia Rewards* Cardmembers can then redeem points towards the amount of the Post Purchase Travel Redemption charged to the Program Account through [scotiarewards.com](https://www.scotiarewards.com) or by calling **1-800-665-2582**.

The Post Purchase Travel Redemption must be charged on your Program Card Account and recognized by our systems with the Merchant Category Codes or identifiers: airlines & air carriers, airports, flying fields, and airport terminals; lodgings, hotels, motels and resorts, trailer parks and campgrounds; passenger railways, bus lines, steamship and cruise lines; travel agencies and tour operators, automobile rental agency, motor home and recreational vehicle rentals. These Merchant codes/identifiers and categories are subject to change.

The Post Purchase Travel Redemption can include related taxes, booking fees, airport fees and travel insurance premiums.

You must redeem *Scotia Rewards* points within **12 months** from the date when the Post Purchase Travel Redemption is posted to the Program Card Account (“the Posting Date”). It may take up to two

statement periods for the points redeemed towards a Post Purchase Travel Redemption to appear as a credit on your Program Card Account. Points redeemed cannot be reversed once posted to the Account.

To redeem *Scotia Rewards* Points towards your Post Purchase Travel Redemption, the Program Card Account must be open and in good standing<sup>2</sup>.

The value of the points redeemed cannot exceed the amount of the Post Purchase Travel Redemption charged to your Program Card Account.

The minimum point redemption is **5,000 points (5,000 points is equivalent to \$50 in travel savings)** each time a redemption towards a Post Purchase Travel Redemption is made.

### **G. Redeem Points for a Credit**

A Primary *Scotia Rewards* Cardmember or Co-Borrower can redeem points online through **scotiarewards.com** for a credit that will be applied to the Program Card Account or we may from time to time send a Primary *Scotia Rewards* Cardmember or Co-Borrower an offer to redeem points for a credit.

Your Program Card account must be open and in good standing<sup>2</sup> at the time the credit is applied to the Program Card Account.

It may take up to two statement periods, following a request to redeem points for a credit, for the credit to appear on the Program Card Account. Once the request to redeem *Scotia Rewards* points for a credit has been submitted, you cannot cancel the request and no changes can be made. The credit will be applied towards the balance of the Program Card Account, not towards a particular transaction.

For additional information and instructions on how to redeem *Scotia Rewards* points for a credit, including if any minimum redemption amounts are required, please visit **scotiarewards.com**.

### **H. Points Status when Switching Cards**

If you switch your Program Card Account to another Program Card Account, then your accumulated *Scotia Rewards* points will transfer over to your new Program Card Account, so long as both Accounts are in your name and are in good standing<sup>2</sup>.

If you switch (transfer) your Program Card to a Scotiabank Credit Card that does not offer the *Scotia Rewards* Program, your *Scotia Rewards* points will

not transfer over to your new Scotiabank Credit Card. In that case, you may redeem any unused *Scotia Rewards* points for merchandise within 60 days of the switch, provided your Program Card Account and the other Scotiabank credit account are in good standing<sup>2</sup>. After 60 days, unredeemed points will be permanently cancelled.

### I. Cancelled, Lost or Stolen Program Cards

Cancelled Program Cards on Program Card accounts are not eligible to earn *Scotia Rewards* points after their cancellation date. If your Program Card is lost or stolen, we will replace that Program Card and transfer your points to the new Program Card Account opened in your name for the replacement card.

### J. Changes to this Program

Scotiabank reserves the right to modify, terminate, suspend or extend or otherwise alter all or any of the terms and conditions of the *Scotia Rewards* program by giving 30 days' notice, including the following:

- i. The amount of points earned or redeemed through the Program;
- ii. The value of points;
- iii. What you can or cannot redeem points for;
- iv. When you can transfer points and to whom;
- v. The length of time available to redeem points; or
- vi. Any fees or charges that apply to this Program including booking fees.

In the event we terminate this Program, the Primary Cardmember will be notified and can redeem any unused points within 60 days after the Program's termination date, provided their Program Account(s) are in good standing<sup>2</sup>.

### K. General Program Terms

**Good Standing:** If the Program Card Account is not in good standing, *Scotia Rewards* points are not eligible for redemption and the Account will not earn points.

**Canadian \$:** All amounts referred to are in Canadian dollars unless otherwise noted.

### L. Disclaimers

The Bank of Nova Scotia (Scotiabank) and any of the third party service providers that are retained by Scotiabank to assist us in providing the *Scotia*

## Terms and Conditions

*Rewards* Program (each a “Program Provider”) are not liable or responsible for any damages, injuries or disabilities that occur, including during travel redeemed through the Program, while using any rewards redeemed through the Program or for any cash backs under the Program.

Scotiabank and its Program Providers (including HRG), their affiliates, employees, agents or contractors are not liable or responsible for any damages or losses, including without limitation indirect, consequential, special and incidental or punitive damages resulting from or caused by the fulfillment or nonfulfillment of services (including rewards) under this Program.

Scotiabank and its Program Providers (including HRG) are not responsible for any purchases or other goods and services provided by third parties including Other Travel Providers.

Services or rewards (including travel rewards through the *Scotia Rewards* Travel Service or non-travel rewards such as merchandise, gift cards, and other non-travel rewards) made available, or provided, through the *Scotia Rewards* Program by a third party is the responsibility of that third party. Scotiabank and its affiliates are not responsible for such services or rewards including their delivery, return, or fitness for use.

While we will try to satisfy Cardmembers with an equivalent replacement or a credit adjustment of points, Scotiabank and our Program Providers, will not assume any costs related to the failure of suppliers to deliver the rewards.

Please see the Revolving Credit Agreement that you received with your Program Card about settling disputes directly with a merchant or visit **scotiabank.com** for a copy of your Revolving Credit Agreement.

Scotiabank and its Program Providers do not make any warranties or representations with respect to the quality or fitness for use of any rewards, including the nature or quality of any of the travel rewards.

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® American Express is a registered trademark of American Express. This credit card program is issued and administered by The Bank of Nova Scotia under license from American Express. All other brand names and trademarks are the property of their respective owners.

- <sup>1</sup> Concierge Assistance Services for Scotiabank Platinum American Express and for Scotiabank Gold American Express Cardmembers is provided by our third party provider Hogg Robinson Canada Inc.
- <sup>2</sup> A Program Card Account and associated Program Card(s) is in good standing if the Account is not delinquent (past due) or over limit and the Cardmember(s) is not in breach of the Revolving Credit Agreement that applies to the Program Card Account. If the account is not in good standing, the accumulated *Scotia Rewards* points are not eligible for redemption.
- <sup>3</sup> Under all insurance coverages or services, certain limitations, restrictions and exclusions apply, including a pre-existing condition exclusion for certain benefits. Please refer to the Certificates of Insurance which contains a full description of coverage underwritten by an independent licensed insurer. For more information for travelers under 65 years of age, please call *Scotia Assist* at 1-800-263-0997.  
For more information for travelers over 65 or if the value of your trip exceeds the amount covered under your Program Card, you may wish to call Travel Underwriters at 1-888-677-7444 to obtain information about purchasing additional Trip Cancellation/Interruption coverage. The Bank of Nova Scotia is not an insurer. All claims for insurance indemnities must be forwarded to the insurers.









# SCOTIABANK®\* GOLD AMERICAN EXPRESS® CARD

## CERTIFICATE OF INSURANCE

Amended and Restated Effective: March 1, 2020

### **IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL**

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

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

**IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. IF YOU HAVE QUESTIONS, CALL 1-877-391-7507.**

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

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

The coverage outlined in this Certificate of Insurance is provided to eligible Scotiabank®\* Gold American Express® Cardmembers. American Bankers Insurance Company of Florida is the underwriter of the Purchase Security, Extended Warranty, Lost Luggage, Delayed Luggage, Hotel/Motel Burglary, Trip Cancellation, Trip Interruption, Rental Car Collision/Loss Damage, and Flight Delay Insurance under Group Policy No. **BNS112000**; American Bankers Life Assurance Company of Florida is the underwriter of the Travel Emergency Medical Insurance (except for travel in Cuba) and Common Carrier Travel Accident Insurance under Group Policy number No. **BNS122000**; and Zurich Insurance Company Ltd is the underwriter of the Travel Emergency Medical Insurance for travel in Cuba under Group Policy No. **8697200**. Each insurer is hereinafter referred to individually or collectively as the “Insurer”, as appropriate, and each Group Policy is hereinafter referred to individually or collectively as the “Policy”, as appropriate. The Policy is issued by the Insurer to The Bank of Nova Scotia (hereinafter referred to as the “Policyholder”).

The effective date for Purchase Security, Extended Warranty, Lost Luggage, Delayed Luggage, Hotel/Motel Burglary, Trip Cancellation, Trip Interruption, Rental Car Collision/Loss Damage and Flight Delay Insurance is **July 16, 2012**. The effective date for Common Carrier Travel Accident and Travel Emergency Medical Insurance is **May 1, 2014**.

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

American Bankers Life Assurance Company of Florida and American Bankers Insurance Company of Florida’s head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

Zurich Insurance Company Ltd’s Canadian head office is located at 100 King Street West, Suite 5500, Toronto, Ontario M5X 1C9.

Claim payment and administrative services are 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.

## **A. Definitions**

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

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

**Account** means the Cardmember's Scotiabank Gold American Express 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 Gold American Express card is issued and whose name is embossed on the card. The Cardmember may be referred to as "You" or "Your".

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

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

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

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

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

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

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

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

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

**Eligible Expenses** mean charges for any of the following travel arrangements which have been booked or reserved prior to departure on a Trip and for which at least 75% of all costs (including deposits and pre-payments, but excluding the cost of additional insurance You may obtain from Your travel supplier) has been charged to Your Account and/or Your *Scotia Rewards*<sup>®\*</sup> points:

- a) cost of transportation by Common Carrier;
- b) cost of hotel or similar accommodation; and
- c) cost of a package tour (excluding insurance premiums) which has been sold as a unit and includes at least two of the following:
  - transportation by Common Carrier
  - meals
  - car rental
  - tickets or passes for a sporting event, exhibition or other comparable entertainment event
  - hotel or similar accommodation
  - lessons or services of a guide

**Emergency** means an unforeseen event that occurs after a Trip was booked and makes it necessary to receive immediate treatment from a Doctor or to be hospitalized.

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

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

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

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

**Good Standing** means, with respect to an Account, that the 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.

**Hospitalization** means a stay of at least 48 hours in a Hospital for Emergency and medical treatment which cannot be postponed.

**Hotel/Motel** means an establishment located in Canada or the United States that provides lodging for the general public, and usually meals, entertainment, and various

personal services. Hotel/Motel does not include a privately-owned residence offered for rental through an online marketplace service, or other similar online service.

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

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

**Insured Person** means eligible persons as outlined under each coverage.

**Key Employee** means an employee whose continued presence at the Insured Person's place of business is critical to the ongoing affairs of the Insured Person's business during Your Trip.

**Legal Business Partner** means a person who participates with the Insured Person in the daily management of a shared business and who shares the financial risk of the operation.

**Loss** means:

- a) With respect to life, Accidental Bodily Injury causing death.
- b) With respect to sight, speech or hearing, Accidental Bodily Injury causing entire and irrecoverable loss of sight, speech or hearing.
- c) With respect to a hand, Accidental Bodily Injury causing actual severance of the entire four fingers of the same hand at or above the knuckle joints.
- d) With respect to a foot, Accidental Bodily Injury causing actual severance of a foot at or above the ankle joint.

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

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

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

**Medical Emergency** means an unforeseen illness or accidental injury which occurs during a Trip and which requires immediate medical care or treatment from a Doctor. A Medical Emergency ends when the illness or accidental injury has been treated such that the Insured Person's condition has stabilized. Treatment provided when medical evidence indicates that an Insured Person could delay treatment or return to Canada for such treatment, is not considered a Medical Emergency and is not covered.

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

**Network** means a network of preferred medical providers, such as Hospitals and Doctors, who provide Emergency Medical Treatment under the Policy.

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

**Other Insurance** means all other applicable valid insurance, indemnity, warranty, or protection available to You in respect of a loss subject to a claim under this Certificate of Insurance, including group and individual insurance, credit card coverage (whether group or individual), and any other reimbursement plans.

**Pre-Existing Condition** means any Medical Condition for which symptoms appeared or for which an Insured Person or an Insured Person's Immediate Family Member sought the attention of a Doctor, had investigated, diagnosed or treated, had treatment or further investigation recommended or for which medication was prescribed or altered, in the case where the person is under 75 years of age, in the 180 days prior to the date the Trip was booked, and in the case where the person is 75 years of age or older, in the 365 days prior to the date the Trip was booked.

For Travel Emergency Medical Insurance, a Pre-existing Condition does not include a Medical Condition which is controlled by the consistent use of medications prescribed by a Doctor, provided that, during the 180-day period or 365-day period, as applicable, before the Insured Person's departure, there has been no other treatment or investigation recommended and there has been no change in medication. A new medication or increase/decrease in dosage constitutes a change.

**Primary Cardmember** means the principal applicant for an Account who is a natural person resident in Canada to whom a Scotiabank Gold American Express 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.

**Reasonable and Customary Charges** means charges which do not exceed the general level of charges made by other providers of similar standing in the locality or geographical area where the charges are incurred, when furnishing comparable treatment, services or supplies for a similar Medical Emergency.

**Rescheduling Expenses** mean the additional charges associated with Eligible Expenses, including administrative and change fees, which result from rescheduling a Trip, prior to departure, and which have been charged to Your Account and/or paid with Your *Scotia Rewards* points.

**Scotia Assist** means the Insurer and/or the administrator arranged by the Insurer in relation to claim payment and administrative services.

**Spouse** means the person who is legally married to the Cardmember or the person who has been living with the Cardmember for a continuous period of at least 1 year and is publicly represented as the Cardmember's Spouse.

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

**Total and Permanent Disability** or **Totally and Permanently Disabled** means that the Insured Person is continuously and

totally disabled and will, in the opinion of a Doctor, never be able to be gainfully employed in an occupation for which the Insured Person is qualified, or could be qualified, by reason of education, training, experience or skill.

**Travelling Companion** means a person booked to travel with You and/or Your Spouse on a Trip and who has prepaid accommodations and/or transportation arrangements for the same Trip.

**Trip** means a scheduled period of time during which an Insured Person is away from their province or territory of residence in Canada, as determined by the departure and return dates.

## **B. Purchase Security and Extended Warranty**

For Purchase Security and Extended Warranty coverage, Insured Person means the Cardmember.

### **1. PURCHASE SECURITY**

- a) Benefits – Purchase Security coverage automatically, and without registration, protects most new Insured Items purchased anywhere in the world for 90 days from the date of purchase in the event of loss, theft, or damage in excess of Other Insurance, provided the full Purchase Price is charged to the Account and/or paid with *Scotia Rewards* points. If an Insured Item is lost, stolen or damaged, You will be reimbursed 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 for Purchase Security and Extended Warranty in section 3.
- 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; 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 under Purchase Security. In the event of a claim, the Cardmember, not the recipient of the gift, must make the claim for benefits.
- d) Other Insurance – Where an Insured Person has Other Insurance, the loss or damage **MUST** be reported to the Other Insurance carrier in addition to filing with *Scotia Assist*, and copies of the payout documents from the Other Insurance carrier must be provided to *Scotia Assist*. If the loss or damage is not covered under Other Insurance, a letter from the Other Insurance carrier so



indicating may be required. Purchase Security coverage is provided strictly as excess coverage and does not apply as contributing insurance. Any reimbursement to the Cardmember under Purchase Security will be only to the extent a permitted claim exceeds coverage and payment under Other Insurance, regardless of whether the Other Insurance contains provisions indicating that its coverage is non-contributory or excess. Purchase Security also provides coverage for the amount of the deductible under Other Insurance.

- e) End of Coverage – Coverage under Purchase Security ends on the earliest of:
- (i) 90 days after the date of purchase of an Insured Item;
  - (ii) the date the Account ceases to be in Good Standing; and
  - (iii) the date the Cardmember ceases to be eligible for coverage.

Items purchased after coverage has ended are not covered.

## **2. EXTENDED WARRANTY**

- a) Benefits – Extended Warranty coverage provides the Cardmember with double the period of repair services otherwise provided by the original Manufacturer's Warranty, to a maximum of 1 additional year, on most Insured Items purchased anywhere in the world when the full Purchase Price is charged to the Account and/or paid with *Scotia Rewards* points. Extended Warranty benefits are limited to the lesser of the repair cost and the original Purchase Price charged to the Account, subject to the Limits of Liability and Exclusions for Purchase Security and Extended Warranty in section 3.
- 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, call **1-877-391-7507** 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 merchant sales receipt;
  - (ii) the customer copy of Your sales receipt or transaction confirmation;
  - (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 Extended Warranty. In the event of a claim, the Cardmember, not the recipient of the gift, must make the claim for benefits.
- e) Other Insurance – Where an Insured Person has Other Insurance, the loss or damage MUST be reported to the Other Insurance carrier in addition to filing with *Scotia Assist*, and copies of the payout documents from the Other Insurance carrier must be provided to *Scotia Assist*. If the loss or damage is not covered under Other Insurance, a letter from the Other Insurance carrier so indicating may be required. Extended Warranty coverage is provided strictly as excess coverage and does not apply as contributing insurance. Any reimbursement to the Cardmember under Extended Warranty coverage will be only to the extent a permitted claim exceeds coverage and payment under Other Insurance, regardless of whether the Other Insurance contains provisions indicating that its coverage is non-contributory or excess. Extended Warranty also provides coverage for the amount of the deductible under Other Insurance.
- f) End of Coverage – Coverage under Extended Warranty ends on the earliest of:
  - (i) upon expiry of the Manufacturer's Warranty, at the end of an additional period equal to the Manufacturer's Warranty, not exceeding 1 year;
  - (ii) the date the Account ceases to be in Good Standing; and
  - (iii) the date the Cardmember ceases to be eligible for coverage.

Items purchased after coverage has ended are not covered.

### **3. LIMITS OF LIABILITY AND EXCLUSIONS FOR PURCHASE SECURITY AND EXTENDED WARRANTY**

- a) Limits of Liability – The aggregate maximum lifetime liability is \$60,000.
- b) 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.
- c) 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.
- d) Exclusions – Purchase Security and Extended Warranty 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.

#### **4. HOW TO CLAIM**

- 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 **1-877-391-7507** from Canada and the United States or **416-572-3636** locally or collect from other countries between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday. To file a claim online, please visit **scotia.assurant.com**.
- b) Validation of a Claim – The Cardmember MUST maintain ORIGINAL copies of all documents required. Where a claim is due to fraud, malicious acts, burglary, robbery, theft or attempt thereof, or is suspected to be so caused, the Cardmember MUST give immediate notice to the police or other authorities having jurisdiction. The Cardmember may be required to send, at the Cardmember's expense and risk, the damaged Insured Item on which a claim is based, to an address designated by *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.
  - (i) Proof of Loss for 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 merchant receipt, Scotiabank Gold American Express charge slip or transaction confirmation, Account statement, police report, and any other information reasonably required by *Scotia Assist* to determine coverage eligibility. Please note, if a copy of the police report is not obtainable, You must provide the police department address and telephone number, incident report file number, and contact name on the file.
  - (ii) Proof of Loss for 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 merchant receipt, Scotiabank Gold American Express charge slip or transaction confirmation, Account statement, and Manufacturer's Warranty. Upon receipt of the completed documentation, if the claim is eligible for coverage, *Scotia Assist* will provide authorization to proceed with the necessary repairs and the particulars of the repair facility designated to complete the necessary repairs.

#### **C. Rental Car Collision/Loss Damage Insurance**

For this coverage, Insured Person means a Cardmember and any other person who holds a valid driver's license and has the Cardmember's express permission to operate the rental vehicle. This includes drivers not listed on Your rental contract, provided they would otherwise qualify under the rental contract.

## 1. ELIGIBILITY

You are eligible for Rental Car Collision/Loss Damage (CLD) insurance when You rent most private passenger vehicles for a period not to exceed 48 consecutive days, provided that:

- a) You initiate the rental transaction with Your Scotiabank Gold American Express card (if arranged in advance, by booking or reserving the car rental with Your Scotiabank Gold American Express card) and by providing an imprint of Your Scotiabank Gold American Express card at the time You take possession of the car;
- b) You decline the rental agency's collision damage waiver (CDW) or loss damage waiver (LDW), or similar provision; and
- c) You rent the car in Your name and either:
  - i) charge the entire cost of the car rental to Your Account; or
  - ii) use Your *Scotia Rewards* points to pay for all or part of the rental provided that, if Your *Scotia Rewards* points do not pay for the entire cost of the car rental, the remaining cost is charged to Your Account.

Coverage is limited to one rental vehicle at a time, i.e. if during the same period there is more than one vehicle rental charged to the Account, only the first rental will be eligible for these benefits.

The rental period of Your rental contract must not exceed 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 of Insurance 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 kilometer/mileage charges) was charged to Your Account and all other eligibility requirements are met. Some Car Sharing plans will include CDW/LDW in their membership fee. If Your Car Sharing membership includes CDW/LDW and there is no option to waive, then CLD insurance under this Policy will only provide coverage for any deductible You may be held responsible for, provided all the other requirements outlined in this Certificate of Insurance have been met.

- “Free rentals” are also eligible for CLD insurance when received as the result of a promotion where You have had to make previous vehicle rentals, and each such previous rental satisfied the eligibility conditions set out in paragraphs a) through c).
- You are covered if You receive a “free rental” day or days as a result of an airline point program (or other similar program) for the number of days of free rental. If the free rental day(s) are combined with rental days for which You pay the negotiated rate, You must satisfy the eligibility conditions set out in paragraphs a) through c).

## **2. BENEFITS**

CLD insurance is primary insurance which pays the amount for which You are liable to the rental agency up to the actual cash value of the damaged or stolen vehicle as well as any valid and documented Loss of Use, reasonable and customary towing charges, and administration charges resulting from damage or theft occurring while the rental vehicle is rented in Your name. This includes damage resulting from malicious vandalism and theft. Benefits are limited to one vehicle rental during any one period.

This coverage is available on a 24-hour basis anywhere in the world, except where prohibited by law or where the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed. (See the section “Helpful Hints” for tips on how to avoid having use of this coverage challenged.)

## **3. TYPES OF RENTAL VEHICLES COVERED**

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

Minivans are covered provided they:

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

## **4. TYPES OF RENTAL VEHICLES NOT COVERED**

Vehicles which belong to the following categories are NOT covered:

- a) vans, other than minivans as described above;
- b) trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
- c) off-road vehicles;
- d) motorcycles, mopeds or motorbikes;
- e) campers, trailers or recreational vehicles;
- f) vehicles not licensed for road use;
- g) mini-buses or buses;
- h) antique cars (cars which are over 20 years old or have not been manufactured for 10 years or more);
- i) any vehicle which is either wholly or in part hand-made, or has a limited production of under 2,500 vehicles per year;
- j) any vehicle with a manufacturer’s suggested retail price excluding all taxes, over \$65,000, at the time and place of loss;

- k) tax-free cars (a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback);
- l) vehicles towing or propelling trailers or any other object; and
- m) expensive or exotic vehicles.

## **5. LIMITATIONS AND EXCLUSIONS**

CLD insurance does NOT include coverage for:

- a) a replacement vehicle for which Your personal automobile insurance or the repair shop is covering all or part of the cost of the rental;
- b) loss or theft of personal belongings in the vehicle;
- c) third party liability (injury to anyone or anything inside or outside the vehicle);
- d) expenses assumed, paid or payable by the rental agency or its insurers; or
- e) damage/loss arising directly or indirectly from:
  - (i) operation of the vehicle by any driver other than an Insured Person;
  - (ii) operation of the vehicle on other than regularly maintained roads;
  - (iii) alcohol intoxication where the driver's blood alcohol concentration is equal to or over the blood alcohol concentration limit for impaired driving under the Criminal Code of Canada or the jurisdiction in which the vehicle rental occurred, if lower, or where the driver is charged for impaired driving;
  - (iv) use of narcotic drugs by the driver;
  - (v) any dishonest, fraudulent or criminal act committed by the Insured Person and/or any authorized driver;
  - (vi) operation of the rental vehicle contrary to the terms of the rental agreement/contract;
  - (vii) wear and tear, gradual deterioration, or mechanical breakdown of the vehicle;
  - (viii) road damage to tires unless in conjunction with an insured cause;
  - (ix) insects or vermin, inherent vice or damage;
  - (x) war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating, or defending against such action;
  - (xi) seizure or destruction under quarantine or customer regulations, confiscation by order of any government or public authority;
  - (xii) transportation of contraband or illegal trade;
  - (xiii) transportation of property or passengers for hire; or
  - (xiv) nuclear reaction, radiation or radioactive contamination.

## **6. HELPFUL HINTS**

Important: Check with Your personal insurer and the rental agency to ensure that You and all other drivers have

adequate personal property, personal injury and third-party liability coverages. CLD insurance only protects against loss or damage to the covered rental vehicle.

- 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.

## 7. END OF COVERAGE

Coverage under CLD ends on 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 Account ceases to be in Good Standing; and
- c) the date the Insured Person ceases to be eligible for coverage.

No benefits will be paid for losses incurred after coverage has ended, unless otherwise specified or agreed.

## 8. HOW TO CLAIM

If the vehicle sustains damage of any kind, IMMEDIATELY phone *Scotia Assist* by calling **1-877-391-7507** from Canada and the United States or **416-572-3636** locally or collect from other countries. You will then be sent a claim form. To file the claim online, please visit **scotia.assurant.com**. 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.***

The completed claim form and proof of loss must be given to *Scotia Assist* as soon as reasonably possible after a claim occurs, but in all events within 90 days from the date on which the loss occurred.

## D. Lost Luggage, Delayed Luggage and Hotel/Motel Burglary Insurance

For Lost Luggage, Delayed Luggage, and Hotel/Motel Burglary coverage, Insured Person means the Cardmember and any Immediate Family Member travelling with a Cardmember. Immediate Family Member means the Cardmember's Spouse, Dependent Children and parents residing with the Cardmember.

### 1. LOST LUGGAGE

- a) Benefits – Lost Luggage coverage provides protection from theft or permanent misdirection of the Checked Luggage by a Common Carrier, provided that the full

price of the Insured Person's fare has been charged to an Account and/or paid with *Scotia Rewards* points. The maximum benefit payable per Trip for all Insured Persons on the same Trip is \$1,000. 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.

## **2. DELAYED LUGGAGE**

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

## **3. HOTEL/MOTEL BURGLARY**

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



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

#### **4. END OF COVERAGE**

Coverage under Lost Luggage, Delayed Luggage, and Hotel/Motel Burglary ends on the earliest of:

- a) the date the Account ceases to be in Good Standing; and  
b) the date the Insured Person ceases to be eligible for coverage.

No benefits will be paid for losses incurred after coverage has ended, unless otherwise specified or agreed.

#### **5. HOW TO CLAIM**

- a) Filing a Claim – To initiate a claim, the Cardmember must notify *Scotia Assist* as soon as reasonably possible, but no later than 90 days from the date of loss, by calling **1-877-391-7507** from Canada and the United States or **416-572-3636** locally or collect from other countries between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday. To file a claim online, please visit **scotia.assurant.com**.
- b) Validation of a Claim – The Cardmember **MUST** maintain ORIGINAL copies of all documents required. Where a claim is due to fraud, malicious acts, burglary, robbery, theft or attempt thereof, or is suspected to be so caused, the Cardmember **MUST** give immediate notice to the police or other authorities having jurisdiction.
- 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.
- (i) Proof of Loss for Lost Luggage – The Cardmember will be required to complete the claim form and **MUST** include copies of the Ticket, the baggage claim ticket, Scotiabank Gold American Express charge slip or transaction confirmation, Account statement, a written statement from the Common Carrier confirming:
- the date, time and details of the loss;
  - payout documentation from the Common Carrier including a copy of the cheque, claim form, a list of items lost and their value; and
  - any other information reasonably required by *Scotia Assist* to determine coverage eligibility.
- (ii) Proof of Loss for Delayed Luggage – Under the Delayed Luggage coverage, the Cardmember will be required to complete the claim form and **MUST** include copies of the Scotiabank Gold American Express charge slip or transaction confirmation, Account statement, itemized receipts for actual expenses incurred for Essential Items, a written statement from the Common Carrier confirming:
- date and time of delay;
  - date and time that the Checked Luggage was returned to the Insured Person;

- reason or circumstances surrounding the delay; and
  - any other information reasonably required by *Scotia Assist* to determine coverage eligibility.
- (iii) Proof of Loss for Hotel/Motel Burglary – Under the Hotel/Motel Burglary coverage, the Cardmember will be required to complete a claim form and **MUST** include copies of the Scotiabank Gold American Express charge slip or transaction confirmation, Account statement, a written statement from the Hotel/Motel confirming the date, time and details of the loss, police report, payout documentation from the Hotel/Motel and/or Other Insurance carrier, if applicable, and any other information reasonably required by *Scotia Assist* to determine coverage eligibility. If a copy of the police report is not obtainable, You must provide the police department address and telephone number, incident report file number, and contact name on the file.

## **E. Trip Cancellation and Trip Interruption Insurance**

For this coverage, Insured Person means the Cardmember and/or a Spouse, and eligible Dependent Children when travelling with the Cardmember and/or a Spouse. Insured Person also means one (1) Travelling Companion booked to travel on a Trip with You and/or Your Spouse if the cost of the Travelling Companion's Eligible Expenses for the Trip has been charged to the Account.

Immediate Family Member means a spouse, daughter or son (whether natural, adopted or step-child), grandchild, grandparents, mother, father, step-parent, sister, step-sister, brother, step-brother, parent-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law.

### **1. ELIGIBILITY**

An Insured Person is eligible for Trip Cancellation and Trip Interruption coverage when Eligible Expenses for the Trip are charged to Your Account and/or paid with *Scotia Rewards* points.

### **2. TRIP CANCELLATION BENEFITS**

If, prior to a scheduled departure, an Insured Person is required to cancel a Trip due to a covered cause for cancellation as described in the section Covered Causes for Cancellation below, You will be reimbursed for any Eligible Expenses which are not refundable or reimbursable in any manner, including through Other Insurance. The amount payable is subject to a maximum limit of \$1,500 per Insured Person and \$10,000 per Trip for all Insured Persons on the same Trip and will be limited to the cancellation penalties in effect on the date the covered cause for cancellation arises. It is therefore important that You cancel Your travel arrangements with Your travel supplier as soon as the covered cause for cancellation arises. Also, You must immediately advise *Scotia Assist* as soon as a covered cause for cancellation arises.

If, prior to a scheduled departure, an Insured Person chooses to reschedule a Trip due to a covered cause for cancellation as described in the section Covered Causes for Cancellation below, You will be reimbursed for any Rescheduling Expenses

which are not refundable or reimbursable in any manner, including through Other Insurance. The amount payable is the lesser of the Rescheduling Expenses and the amount that would have been paid under this Certificate of Insurance if the Trip had been cancelled outright. Your rescheduled trip will be considered a new Trip and the Pre-existing Condition period will be measured from the date the new Trip was booked.

**Covered Causes for Cancellation** (first occurring after Your Trip was booked) mean the following:

Medical Covered Causes for Cancellation:

- a) death of an Insured Person, a Travelling Companion, an Insured Person's Immediate Family Member or a Travelling Companion's Immediate Family Member occurring after the Trip is booked and within 31 days prior to the scheduled Trip departure date;
- b) Accidental Bodily Injury or sudden and unexpected sickness of an Insured Person or Travelling Companion, which did not result from a Pre-existing Condition and which prevents the Insured Person or Travelling Companion from starting the Trip. A Doctor must substantiate in writing that prior to the scheduled Trip departure date, he or she advised the Insured Person or Travelling Companion to cancel the Trip or that the Accidental Bodily Injury or sickness made it impossible for the Insured Person or Travelling Companion to start the Trip;
- c) Hospitalization due to an Accidental Bodily Injury or a sudden and unexpected sickness of an Insured Person's Immediate Family Member or a Travelling Companion's Immediate Family Member scheduled to occur during the Trip which did not result from a Pre-Existing condition and which was not known to the Insured Person or Travelling Companion prior to booking the Trip;
- d) Hospitalization of an Insured Person's Immediate Family Member or a Travelling Companion's Immediate Family Member, which did not result from a Pre-existing Condition, occurring after the Trip was booked and within 31 days prior to the Trip departure date;
- e) Hospitalization or death of an Insured Person's Legal Business Partner or Key Employee or of a Travelling Companion's Legal Business Partner or Key Employee occurring after the Trip was booked; and;
- f) Hospitalization or death of an Insured Person's host or a Travelling Companion's host at destination occurring after the Trip was booked.

Non-Medical Covered Causes for Cancellation:

- a) an enforceable call of an Insured Person to jury duty or sudden and unexpected subpoena of an Insured Person to act as a witness in a court of law requiring the Insured Person's presence in court during the Trip;
- b) a written formal notice issued by the Department of Foreign Affairs and International Trade of the Canadian government after booking Your Trip, advising Canadians not to travel to a country, region or city originally ticketed for the Trip for a period that includes an Insured Person's Trip;
- c) an employment transfer of the Insured Person by the employer with whom the Insured Person was employed

on the date the Trip was booked, which transfer requires the relocation of the Insured Person's principal residence within 30 days before the scheduled Trip departure date;

- d) a delay causing an Insured Person to miss a connection for a Common Carrier or resulting in the interruption of an Insured Person's travel arrangements, including the following:
  - (i) delay of an Insured Person's Common Carrier resulting from the mechanical failure of that carrier;
  - (ii) a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report);
  - (iii) weather conditions; or
  - (iv) unexpected or unforeseen earthquake or volcanic eruption.

The outright cancellation of Common Carrier travel is not considered a delay. The benefit under this Cause for Cancellation is the Insured Person's one-way economy fare via the most cost-effective route to the Insured Person's next destination;

- e) a natural disaster that renders an Insured Person's principal residence uninhabitable;
- f) an Insured Person's quarantine or hijacking; and
- g) a call to service of an Insured Person by government with respect to reservists, military, police or fire personnel.

As soon as a covered cause for cancellation occurs, the Insured Person must cancel the Trip and You must notify *Scotia Assist* by calling **1-877-391-7507** from Canada and the United States or **416-572-3636** locally or collect from other countries within 48 hours of the time the covered cause for cancellation arose.

### **3. TRIP INTERRUPTION BENEFITS**

If during the Trip, an Insured Person is prevented from continuing the Trip or is unable to return on the original Trip return date due to a covered cause for interruption as described in the section Covered Causes for Interruption below, You will be reimbursed:

- a) 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, whichever is less; and
- b) the amount of the unused portion of any Eligible Expenses which are not refundable or reimbursable, including through Other Insurance, excluding the cost of pre-paid, unused return transportation.

The amount payable is subject to a maximum limit of \$1,500 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 covered cause for interruption arises.

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

#### Medical Covered Causes for Interruption:

- a) death of an Insured Person, a Travelling Companion, an Insured Person's Immediate Family Member or Travelling Companion's Immediate Family Member during the Trip;

- b) Accidental Bodily Injury or sudden and unexpected sickness of an Insured Person or Travelling Companion, which did not result from a Pre-existing Condition and which, in the sole opinion of 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 by calling **1-877-391-7507** from Canada and the United States or **416-572-3636** 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 cancellation or Trip interruption resulting directly or indirectly from:

- a) cancellation of a Trip for any reason other than a covered cause for cancellation;
- b) interruption of a Trip for any reason other than a covered cause for interruption;
- c) a Pre-existing Condition;
- d) pregnancy, childbirth and/or related complications occurring within 9 weeks of the expected delivery date;
- e) neo-natal care;
- f) intentionally self-inflicted injury, suicide or any attempt thereat;
- g) illness or accidental injury sustained while under the influence of drugs, medication, alcohol or other intoxicants;
- h) participation in a criminal offence;
- i) acts of terrorism, insurrection or war, whether declared or undeclared;
- j) voluntary participation in a riot or civil commotion; or
- k) participation in professional sports, speed contests, dangerous sports or events.

Please note: The Policy will only cover any excess cost over and above the travel rewards provided by any reward or frequent flyer plan. This Policy does not cover the value of the loss of any rewards or frequent flyer plan points, except *Scotia Rewards* points.

#### **5. END OF COVERAGE**

Coverage under Trip Cancellation and Trip Interruption ends on the earliest of:

- a) the date the Account ceases to be in Good Standing; and
- b) the date the Insured Person ceases to be eligible for coverage.

No benefits will be paid for losses incurred after coverage has terminated, unless otherwise specified or agreed.

#### **6. HOW TO CLAIM**

Immediately after learning of a loss or an occurrence which may lead to a loss covered under Trip Cancellation or Trip Interruption Insurance, You must contact *Scotia Assist* by calling **1-877-391-7507** from within Canada and the United States or **416-572-3636** locally or collect from other countries to obtain a claim form. To file a claim online, please visit **scotia.assurant.com**.

You must submit a completed claim form and provide documentation to substantiate Your claim, including the following:

- a) original Ticket(s) (including any unused coupons), original vouchers, original itinerary, invoices, and receipts;
- b) Scotiabank Gold American Express Account statement and any other documentation necessary to confirm

that the costs of Eligible Expenses were charged to Your Account and/or paid with *Scotia Rewards* points;

- c) proof satisfactory to *Scotia Assist* that the cancellation or interruption of the Trip resulted from a covered cause for cancellation or interruption;
- d) name, address and phone number of the Insured Person's employer; and
- e) name, address and policy numbers for all Other Insurance You and/or the Insured Person may have; and
- f) any other information reasonably required by *Scotia Assist* to determine coverage eligibility.

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

## **F. Flight Delay Insurance**

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

### **1. ELIGIBILITY**

The Insured Person is eligible for Flight Delay coverage when:

- a) at least 75% of the full cost of the delayed flight ticket was charged to Your Account and/or paid with *Scotia Rewards* points;
- b) 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
- c) no alternative transportation is made available within 4 hours or more of the scheduled departure time of the original flight.

### **2. BENEFITS**

You will be reimbursed for necessary and reasonable expenses incurred within 48 hours from the scheduled departure time of the original flight with respect to hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items (such as a magazine, paperback book and other such small items) for all Insured Persons travelling on the same Trip. The maximum benefit payable per Insured Person is \$500.

### **3. LIMITATIONS AND EXCLUSIONS**

No benefits are payable for any loss caused by or resulting from:

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

### **4. END OF COVERAGE**

Coverage under Flight Delay insurance ends on the earliest of:

- a) the date the Account ceases to be in Good Standing; and
- b) the date the Insured Person ceases to be eligible for coverage.

No benefits will be paid for losses incurred after coverage has ended, unless otherwise specified or agreed.

## **5. OTHER INSURANCE**

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 exceeding 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.

## **6. HOW TO CLAIM**

Immediately after learning of a loss or an occurrence which may lead to a loss under Flight Delay Insurance, You must contact *Scotia Assist* by calling **1-877-391-7507** from Canada and the United States or **416-572-3636** locally or collect from other countries to obtain a claim form. To file a claim online, please visit **scotia.assurant.com**.

You must submit a completed claim form and provide documentation to substantiate Your claim, including the following:

- a) plane ticket(s) or the Scotiabank Gold American Express sales receipt for the plane ticket(s);
- b) a written statement from the airline confirming and detailing the delay;
- c) itemized original receipts for the necessary and reasonable expenses incurred for hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items; and
- d) any other information reasonably required by *Scotia Assist* to determine coverage eligibility.

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

## **G. Common Carrier Travel Accident Insurance**

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

### **1. ELIGIBILITY**

The Insured Person is eligible for Common Carrier Travel Accident Insurance coverage when at least 75% of the cost of the Ticket is charged to Your Account and/or paid for with *Scotia Rewards* points.



## 2. COVERAGE

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

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

Coverage is also in force while the Insured Person is at a travel terminal immediately prior to or following the trip evidenced by the Ticket.

## 3. BENEFITS

Benefits are payable according to the following schedule:

### Amount of Benefit

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

<sup>†</sup>Loss of life benefits are paid to the beneficiary designated by the Insured Person; if no beneficiary is designated, benefits are paid to the first surviving class in the following order: the Insured Person's Spouse; in equal share to the Insured Person's surviving children; in equal share to the Insured Person's surviving parents; in equal shares to the Insured Person's siblings; to the Insured Person's estate. All other benefits are payable to the Insured Person.

<sup>††</sup> Benefits are payable when an Insured Person has been Totally and Permanently Disabled for a period of 365 consecutive days.

The maximum benefit payable is \$1,000,000 for Loss resulting from any one occurrence.

If more than one Loss is sustained by an Insured Person,

then the total benefit payable from one accident is limited to the greatest amount payable for any one Loss sustained.

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

#### **4. EXPOSURE AND DISAPPEARANCE**

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

If the body of the Cardmember has not been found within 1 year of the disappearance, stranding, sinking or wrecking of any vehicle in which the Cardmember was insured hereunder as an occupant, then it shall be presumed, subject to all other terms of the policy, that the Cardmember has suffered Loss of life covered under this policy.

#### **5. LIMITATIONS AND EXCLUSIONS**

No benefits are payable for 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 of insurance.

#### **6. END OF COVERAGE**

Coverage under Common Carrier Travel Accident insurance ends on the earliest of:

- a) the date the Account ceases to be in Good Standing; and
- b) the date the Insured Person ceases to be eligible for coverage.

No benefits will be paid for a Loss incurred after coverage has ended, unless otherwise specified or agreed.

#### **7. HOW TO CLAIM**

In the event of a claim, notify the Insurer by calling **1-877-391-7507** from Canada and the United States or **416-572-3636** locally or collect from other countries. If possible, notice should be given within 90 days of the occurrence of a Loss.

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

If a completed claim form and accompanying documents 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 completed claim form or written statement, 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.

## **H. Travel Emergency Medical Insurance**

For this coverage, Insured Person means the Primary Cardmember and/or the Primary Cardmember's Spouse who is a resident of Canada and covered by a GHIP, and eligible Dependent Children while travelling with the Primary Cardmember and/or Primary Cardmember's Spouse on a Trip. *Coverage is provided for the first 25 consecutive days for Insured Persons under 65 years of age and for the first 3 consecutive days for Insured Persons 65 years of age or older.*

### **1. ELIGIBILITY**

An Insured Person is eligible for Travel Emergency Medical coverage, provided Your Account is in Good Standing.

### **2. COVERAGE PERIOD**

#### **Coverage Period for Insured Persons under age 65 (on the Trip departure date)**

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

There is no coverage for that portion of a Trip which extends beyond the first 25 consecutive days. In the event of a claim, proof of scheduled Trip duration will be required.

Coverage under Travel Medical Emergency insurance begins at 12:01 a.m. on the date the Insured Person leaves on a Trip and ends on the earliest of:

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

No benefits will be paid for losses incurred after coverage has ended, unless otherwise specified or agreed.

#### **Coverage Period for Insured Persons age 65 or older (on the Trip departure date)**

For the Travel Emergency Medical benefit, only the first 3 consecutive days of a Trip are covered, as determined by the originally scheduled departure and return dates.

There is no coverage for that portion of a Trip which extends beyond the first 3 consecutive days. In the event of a claim, proof of scheduled Trip duration will be required.

Coverage under Travel Emergency Medical insurance begins at 12:01 a.m. on the date the Insured Person leaves on a Trip and ends on the earliest of:

- a) the date the Insured Person returns to their province or territory of residence in Canada;
- b) the date the Account ceases to be in Good Standing;
- c) the date the Insured Person has been absent for more than 3 consecutive days (including the day of departure and day of return) from their province or territory of residence in Canada; and
- d) the date the Insured Person ceases to be eligible for coverage (for Dependent Children, see the Definitions section for age limits).

No benefits will be paid for losses incurred after coverage has ended, unless otherwise specified or agreed.

### **3. AUTOMATIC EXTENSION OF COVERAGE**

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

In addition, Travel Emergency Medical Insurance coverage will also be automatically extended beyond the 25-day limit for Insured Persons under 65 years of age or beyond the 3-day limit for Insured Persons 65 years of age or older for up to 3 days if an Insured Person's return to their province or territory of residence in Canada is delayed solely as the result of:

- a) the delayed departure of the bus, train, plane or ship on which he or she is booked; or
- b) an accident or the mechanical breakdown of an Insured Person's personal vehicle.

### **4. OPTIONAL EXTENSION OF COVERAGE PROCEDURES**

*For trips that exceed 25 days for Insured Persons under 65 years of age or for trips that exceed 3 days for Insured Persons 65 years of age or older.*

Coverage may be extended beyond 25 days for Insured Persons under 65 years of age or beyond 3 days for Insured Persons 65 years of age or older. For more information or to purchase Travel Extension Coverage, please call *Scotia Assist* at **1-877-391-7507** from within Canada prior to the Insured Person's departure from their 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 prior to Your Trip departure date.

### **5. BENEFITS**

In the event of a Medical Emergency, Reasonable and Customary Charges for Emergency Medical Treatment in excess of any amount payable by or reimbursable under a GHIP or Other Insurance, will be paid by *Scotia Assist*. Benefits are limited to \$1,000,000 for each Insured Person, subject to the terms, limitations, and exclusions set out herein.

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 their 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 their 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 their 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 **1-877-391-7507** from within Canada and the United States, or **416-572-3636** 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 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 their 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**

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

- a) any Pre-existing Condition;
- b) any Medical Emergency or Emergency Medical Treatment that occurs other than during a Trip;
- c) any elective or non-emergency surgery, treatment or medication, including ongoing care of a chronic condition;

- d) any Medical Emergency that occurs during a Trip where the primary purpose was to work outside of Canada;
- e) pregnancy, childbirth and/or related complications occurring within 9 weeks of the expected delivery date;
- f) neo-natal care;
- g) participation in a criminal offence;
- h) intentionally self-inflicted injuries, suicide or any attempt thereat;
- i) illness or accidental injury sustained while under the influence of drugs, medication, alcohol or other intoxicants;
- j) acts of terrorism, insurrection or war, whether declared or undeclared;
- k) voluntary participation in a riot or civil commotion;
- l) treatments that are not prescribed by a Doctor; or
- m) participation in professional sports, speed contests, dangerous sports or events including recreational scuba diving (unless the Insured Person holds a basic scuba designation from a certified school or licensing body).

## 9. HOW TO CLAIM

### ***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 their 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).

***Submitting Your Claim:*** To obtain a claim form, call Scotia Assist at **1-877-391-7507** from Canada and the United States or **416-572-3636** locally or collect from other countries.

You must submit the 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 You and other Insured Persons may have; and
- i) signed authorization to obtain any further required information.

Claims submitted with incomplete or insufficient documentation may not be paid.

## **I. General Provisions And Statutory Conditions**

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Certificate of Insurance.

### **1. 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.

### **2. TERMINATION OF INSURANCE**

All coverage under this Certificate of Insurance terminates on the earliest of:

- a) the date the Account is cancelled or closed; and
- b) the date the Policy terminates.

No benefits will be paid for any loss incurred after coverage under this Certificate of Insurance has terminated, unless otherwise specified or agreed.

### **3. DUE DILIGENCE**

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

### **4. NOTICE AND PROOF OF CLAIM**

Immediately after learning of a loss or an occurrence which may lead to a loss covered under the Policy, You must notify *Scotia Assist* by calling **1-877-391-7507** from Canada and the United States or **416-572-3636** 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.



## 5. PAYMENT OF CLAIM

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

## 6. LEGAL ACTION

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

## 7. FALSE CLAIM

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

## 8. IF YOU HAVE A CONCERN OR COMPLAINT

If You have a concern or complaint about Your coverage, please call the Insurer at 1-877-391-7507 or the Policyholder at 1-800-472-6842. The Insurer will do its best to resolve Your concern or complaint. If for some reason the Insurer is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may also obtain detailed information for the Insurer's resolution process and the external recourse either by calling the Insurer at the number listed above or at: [www.assurantsolutions.ca/consumer-assistance](http://www.assurantsolutions.ca/consumer-assistance).

## 9. PRIVACY

### **American Bankers Insurance Company of Florida**

### **American Bankers Life Assurance Company of Florida**

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