MEMORABLE MOMENTS AWAITS

Welcome to Scotiabank® American Express® Card membership.

You’re richer than you think® Scotiabank®
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THIS IS JUST THE BEGINNING

Benefits, rewards and so much more.

Thank you for becoming a Scotiabank®* American Express® cardmember. You’re now on your way to earning points with everyday purchases and experiencing all that the Scotia Rewards®* program has to offer.

GETTING STARTED

Here’s how to enjoy your new card to the fullest.

Activate your card
★ Visit scotiabank.com/activatecreditcard or call 1-800-806-8600

Register at scotiarewards.com
★ Gain access to your Travel Booking website
★ Review the complete portfolio of rewards available to you and start your Wish List
★ Choose to receive updates and special offers by signing up for our eNewsletter

Increase your earning potential
★ Add supplementary cardholders to your credit card account* – visit scotiabank.com to learn more or log in to Scotia OnLine®* to request a supplementary card
★ Set up pre-authorized transactions for re-occurring payments

General inquiries
★ Call 1-888-861-5443. We’re available 24 hours a day, 7 days a week

Let your rewarding experience begin.
With the Scotia Rewards program, you’ll enjoy a world of travel rewards, brand name merchandise and more. Plus, you’ll have access to additional benefits like comprehensive travel insurance, hotel discounts and special amenities. Read on to learn more.

To check your points balance, redeem points, book travel, access special offers and more, visit scotiarewards.com or call 1-800-665-2582.
EARNING POINTS

EARNING IS EASY

Turn everyday purchases into rewards.

When you use your card for everyday purchases, you earn Scotia Rewards points in return. So virtually everything you buy gives you something back.

Here’s how you earn:

🌟 Earn 1 Scotia Rewards point for every dollar on all everyday purchases

Your points will never expire*. How you use your points is always completely up to you.

TIP: You can track the points you earn online, anytime at scotiarewards.com
SO MANY TRAVEL BENEFITS

Dream, plan, book, do it all at scotiarewards.com

The Scotia Rewards website gives you easy, anytime access to all the travel benefits your card provides. Whether you’re dreaming about your next trip, starting to make plans or ready to book today, you’ll find resources and services you need.

HELPING YOU BOOK YOUR TRIP

Scotia Rewards Travel Service.

As a Scotiabank American Express cardmember, you can put this full-service travel agency and complimentary online booking tool to work for you.

Where do you dream about going? And what will you do when you get there? From flights to hotels and rental cars to cruises and all-inclusive packages, Scotia Rewards travel service will help you create the getaway you want, so your trip is always one to remember.

To plan your next getaway, visit scotiarewards.com or call 1-800-665-2582 and speak to an agent.
REDEEMING POINTS FOR TRAVEL


With your Scotiabank American Express Card in hand, the world is at your feet. That’s because you have a range of flexible options when it comes to redeeming for the travel rewards you want. From airfare to cruises to package holidays, and everything in between, there are three ways you can pay.

1. **Use your points:** If you’ve earned all the points you need, redeem them for your complete trip – including taxes and surcharges.
2. **Use your card:** You can always use your card to cover the full amount of your travel. And you’ll earn rewards points for every dollar you charge.
3. **Combine points and payment:** 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.

**Book your travel, then redeem points for your purchase.**

If you find a great deal or if you prefer to make your own travel arrangements – through a website, travel agent, airline or another source – you can put the Post-Purchase Travel Redemption benefit to work for you. Simply pay for your trip using your card, then call us or go online at scotiarewards.com to redeem points for your purchase.

For more information about all the ways you can redeem your points, visit scotiarewards.com or call 1-800-665-2582.
YOUR SCOTIA REWARDS TRAVEL ADVANTAGE

Discounts, offers and special amenities.

Your new card also extends you additional extraordinary savings offers, special amenities and privileges.

Global Hotel discount
★ Receive access to reduced rates at thousands of hotels worldwide, plus enjoy special amenities (if available)

Car Rental Discounts
★ Take advantage of discounts off car rentals with major rental companies around the globe.

Vacation Package savings
★ Receive special savings offers and enjoy additional amenities at resorts worldwide

Upgrades and perks on cruises
★ Enjoy more on every cruise with offers and benefits ranging from shipboard credits, to upgrades, shore excursions, specialty dining experiences, reduced deposits and dollars off
COMPREHENSIVE TRAVEL INSURANCE

Go without worry. Your card has you covered.

See the world and leave your worries at home. Your Scotiabank American Express Card comes packed with a comprehensive suite of travel insurances that protect you, your loved ones and your belongings, including:

- Travel Emergency Medical Insurance
- Trip Interruption Insurance
- Rental Car Collision/Loss Damage Insurance
- Common Carrier Travel Accident Insurance

Insurance benefits at a glance:

<table>
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<th>Duration</th>
<th>Coverage Level (CAD$)</th>
<th>Age Limit</th>
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<tr>
<td>Travel Emergency Medical</td>
<td>8 days</td>
<td>$1,000,000 per insured person per trip</td>
<td>64 and under</td>
</tr>
<tr>
<td></td>
<td>3 days</td>
<td>$1,000,000 per insured person per trip</td>
<td>65 and over</td>
</tr>
<tr>
<td>Trip Interruption</td>
<td></td>
<td>$2,500 per insured person/ $10,000 per trip</td>
<td>All ages</td>
</tr>
<tr>
<td>Rental Car Collision/Loss Damage</td>
<td>48 days</td>
<td>Limited to vehicles up to $65,000 in value</td>
<td>All ages</td>
</tr>
<tr>
<td>Common Carrier Travel Accident</td>
<td></td>
<td>$250,000</td>
<td>All ages</td>
</tr>
</tbody>
</table>

For full details about all of your insurance coverage, please refer to the insurance certificates included at the back of this Welcome Kit, or call 1-877-391-7507.
BEYOND TRAVEL REWARDS

Reward yourself with the things you need.

Beyond travel, your card gives you many other ways to reward yourself, or treat someone you care about. You can choose from a huge selection of brand name rewards, including:

★ Electronics ★ Gift cards
★ Recreational items ★ Household goods
★ Children’s toys ★ And much more

To browse our complete online rewards, visit scotiarewards.com.

Redeem points for a credit.

Scotia Rewards points can be redeemed online for a credit to your Scotiabank Credit Card account.

For details on how to redeem your points, visit scotiarewards.com.
HOW TO REDEEM FOR REWARDS

It’s easy to redeem your points for travel and other rewards.

⭐ Visit scotiarewards.com – To book travel and order merchandise

⭐ Call 1-800-665-2582 – To speak to an agent at Scotia Rewards Travel Service to help plan your next getaway

⭐ Call 1-800-665-2582 – To order merchandise and other rewards, or speak to a Scotia Rewards representative, Monday to Friday, 8am to 9pm (EST) and Saturday, 8am to 5pm (EST)

TIP: You can see how many points you have available to redeem, anytime at scotiarewards.com
SPECIAL OFFERS
FOR CARDMEMBERS

American Express Invites™
Say hello to American Express Invites™. It opens the
door to memorable experiences we think you’ll love.
It’s your table at the restaurant everyone is talking
about. Your chance to get tickets to some of the
hottest concerts through Front Of The Line®++. Or to
reserve your seat at the next big blockbuster. It’s your
invitation to the latest must-see productions. Your
chance to say “I was there”.
★ Front Of The Line® Advance Access
★ Front Of The Line® Reserved Tickets
★ Front Of The Line® e-Updates
★ Invites Special Offers & Experiences for all
Cardmembers
★ Invites Special Access* for all Cardmembers.
For more information, visit amexinvites.ca.

SAVE ON CAR RENTALS
As a Scotiabank American Express cardmember, you
can save up to 25% off base rates at participating
AVIS locations and at participating Budget locations in
Canada and the U.S. when you pay with your
Scotiabank American Express Card.
AVIS reservations may be made online at
avis.com/scotiabankAMEX or by calling
1-800-TRY AVIS (879-2847). Please quote AVIS
worldwide discount number C231400. Budget
Reservations may be made online at
budget.com/scotiabankAMEX or by calling
1-800-268-8900. Please quote Budget Corporate
Discount number A363306.

INSURANCES THAT
COVER THINGS YOU BUY

Purchase Security and Extended Warranty
Most personal items purchased anywhere in the world
are automatically insured against theft, loss or damage
as long as the full cost of the item is charged to your
Scotiabank American Express Card. Coverage
extends for the first 90 days from the date of
purchase, up to $60,000, and is in excess of any other
insurance coverage.
When you use your Scotiabank American Express
Card to purchase most personal items and charge the
full cost of the item to your card, extended warranty
coverage doubles the original manufacturer’s warranty for up to one year. Items covered by a manufacturer’s warranty of five years or more must be registered within the first year of purchase.

**Price Protection Service**

When you use your **Scotiabank American Express Card** to buy a new item in Canada that is offered for sale in Canada at a lower price within 60 days of your purchase, the Price Protection Service pays you the price difference up to $100 per item and $500 per calendar year.

For full details about all of your insurance coverage or service, please read the insurance certificates or Terms and Conditions included in this Welcome Kit, or call 1-877-391-7507.

**FINANCIAL PROTECTION FOR LIFE’S TWISTS AND TURNS**

**Scotia Credit Card Protection (optional).**

With one simple application, you can have financial protection from a range of life events: Disability, Job Loss, Strike or Lockout, Critical Illness or Loss of Life. A monthly benefit equal to 20%⁵ of your outstanding credit card account balance can be paid to your credit card account if you are unable to work⁵, which can help pay down your balance faster. In the event of a diagnosis of a covered Critical Illness, or if you pass away, your outstanding credit card account balance can be paid in full, up to a maximum of $50,000.

This comprehensive coverage is available at a monthly premium rate of only $1.09 per $100 of daily balance on your credit card account (plus any applicable sales tax). The affordable cost includes benefits for a
Co-Borrower at no additional charge. The premium is conveniently charged to your credit card account to help ensure your coverage stays in place. Approval is fast – contact us for details if you are a resident of Canada, and are at least 18 and under 70 years of age.

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.
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 **1-888-861-5443 (24/7)**

**REWARDS AND BOOKING INFORMATION**
Visit scotiarewards.com or call **1-800-665-2582**

★ Travel Service (Mon-Sun 8am – 8pm EST)
★ Other Rewards & Redemption
  (Mon-Fri 8am – 9pm, Sat 8am – 5pm EST)

**IN CASE OF MEDICAL EMERGENCY:**
Scotia Assist **1-877-391-7507**

**INTERNET BANKING:**
Visit Scotia OnLine® Financial Services scotiabank.com

**TELEPHONE BANKING:**
TeleScotia Telephone Banking **1-800-267-1234**

**ABM ACCESS:**
Worldwide look for machines displaying the Interac™, American Express or LINK symbols.
THE REWARDS ARE WAITING FOR YOU

Your Scotiabank American Express Card offers you a wonderful world of rewarding experiences. Enjoy every adventure with your new card.
Scotiabank Privacy Agreement

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

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

In this Agreement, “we”, “our”, “us” and “Scotiabank” mean The Bank of Nova Scotia and any of its affiliates, subsidiaries, programs or joint ventures they participate in, with respect to their operations enterprise-wide.¹

Scotiabank includes companies engaged in the following services to the public: deposits, loans and other personal financial services; credit, charge, debit and payment card services; full service and discount brokerage services; mortgage loans; trust and custodial services; insurance services; investment management and financial planning services; and mutual funds investment services; and services related to the above such as loyalty programs.

“You” and “your” mean an individual who has made application to us for, enrolled in or signed an application in respect of any personal or business banking, insurance, brokerage or financial product or service offered by us (“Service”), including any co-applicants, guarantors, personal representatives, or an individual who participates in a Scotiabank contest, survey, event or has otherwise provided personal information to us.

COLLECTING, USING AND DISCLOSING YOUR INFORMATION

When you apply for, or provide a guarantee in respect of, or use any Service and while you are our customer, or when you participate in any contest, survey, event or otherwise provide us your personal information, you agree that we may collect your personal information from you and third party sources. Examples of information collected may include:

- Your name, address, telephone number, nature of your principal business or occupation and date of birth, all of which may be required by law;
- Identification, such as a valid driver’s license or passport. We may also ask for documents such as a recent utility bill to verify your name and address;
- Your education, annual income, assets and liabilities and credit history;
- Information about your transactions, including payment history, account activity and how you intend to use the account or Service and the source of any incoming funds or assets;
- Information we may need in order to provide you with a
Service such as health information if you are applying for certain insurance products. In some instances, providing this information is optional;

- Information about third parties such as your spouse if you are applying for certain Services, where this information is required by law; and

- Information about beneficial owners, intermediaries and other parties, which is required by law.

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

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

Scotiabank or its service providers may also use various web tools including Cookies (please see our Cookies Policy), Web Beacons and Tagging on our websites and advertisements to evaluate and improve our websites and other electronic offerings, tailor our services, enhance our customer experience and communicate with you regarding products and services that may be of interest.

- **Tagging** is a customized code on our websites that provide the ability to monitor user activity on Scotiabank websites. This software can be used to capture user activity to be used by us or a third party for analysis so that we can understand and enhance our user experience and provide further security controls.

- **Web Beacons** are small images embedded in our websites that, when combined with Cookies, help provide us with information about the use and effectiveness of our website.

We may collect your personal information, and use it, and disclose it to any person or organization, including any member of Scotiabank, for the following purposes:

- To confirm your identity;
- To understand your needs;
- To determine the suitability of our Services for you;
- To determine your eligibility for our Services;
- To set up, manage and offer Services that meet your needs;
• To provide you with ongoing Service;
• To provide you with various options for applying for and accessing Services;
• To satisfy legal and regulatory requirements that we believe are applicable to us, including the requirements of any self-regulatory organizations to which we belong;
• To help us collect a debt or enforce an obligation owed to us by you;
• To respond to a local or foreign court order, search warrant or other demand or request which we believe to be valid, or to comply with the rules of production of a local or foreign court;
• To manage and assess our risks;
• To investigate and adjudicate insurance claims, other claims or complaints; and
• To prevent or detect fraud or criminal activity or to manage and settle any actual or potential loss in connection with fraud or criminal activity.

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

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

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

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

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

6. If you have a Service with us, we may use, disclose to and collect from credit bureaus or financial service industry databases, credit and other information about you in order to offer you pre-approved credit products or margin facilities.

7. We may give information (except health information) about you to other members of Scotiabank (where the law allows this) so that these companies may communicate with you directly about their products and services. This consent will also apply to any companies that form a part of Scotiabank in the future. You also agree that we may provide you with information about or from third parties we select. Your consent to this is not a condition of doing business with us and you may withdraw it at any time (see below).

8. We may ask you for contact information such as your telephone, mobile or fax number or email address, and keep and use this information as well as disclose it to other members of Scotiabank so that we or any of these companies may contact you directly through these channels for the purpose of marketing, including telemarketing. This consent will also apply to any companies that form a part of Scotiabank in the future. Your consent to this is not a condition of doing business with us and you may withdraw it at any time (see below).

9. If we sell a company or a portion of the business or assets of a Scotiabank company, we may release the information we hold about you to the prospective purchaser. We will require any prospective purchaser to protect the information provided and to use it in a manner that is consistent with Scotiabank privacy
policies and practices.

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

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

REFUSING OR WITHDRAWING CONSENT

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

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

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

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

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

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

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

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

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

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

IN ADDITION, IF YOU ACCEPT AN INSURANCE SERVICE WITH US

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

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

ACCESSING YOUR INFORMATION

Subject to legal, regulatory and contractual requirements, you can request to access the personal information we hold about you. Much of this information is already accessible by you, for example: through your account statements or bankbook updates; by visiting the branch or office where you regularly do business; by accessing your account online; or through the Customer Contact Centre. However, if you need access to any other information, you must direct your request in writing to the President’s Office (see contact details below under “Further information”).

In order to process your request, we may ask you for specific details, such as branch and account number, and clarification on the specific information or time period you are requesting access to. Once your identity has been verified and the scope of your request confirmed, within 30 days we will provide you with access to your information, except where prohibited by law. If necessary, we will notify you that we require an extension beyond the 30 day period.

Scotiabank may charge you a nominal access fee depending on the nature of your request. We will advise you of the fee, if any, prior to proceeding with your request.

If you have a sensory disability, you may request that your information be made available in an alternative format.

FURTHER INFORMATION

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

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

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

If you have a general question about Scotiabank’s privacy policies, please contact the branch or office you deal with or call us toll free at 1-800-472-6842. If your branch or office is not able to resolve your concern to your satisfaction, contact the President’s Office:
Telephone: 1-877-700-0043
Fax: 1-877-700-0045
Email: mail.president@scotiabank.com
Letter: The President, Scotiabank
        44 King Street West, Toronto ON M5H 1H1

Our Privacy Code and Cookies Policy are available to the public on www.scotiabank.com. The Privacy Code and
Cookies Policy both form part of the Scotiabank Privacy Agreement.

¹ For a list of Scotiabank’s principal affiliates and subsidiaries enterprise-wide,
please refer to the most recent Annual Report available on the Scotiabank

Scotia Rewards® Program – Terms & Conditions
Effective August 1, 2017

These are the terms and conditions for the Scotia Rewards®
program (the “Program”) that apply to the following cards:
Scotiabank® Platinum American Express® Card, Scotiabank®
Gold American Express® Card and Scotiabank® American
Express® 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.
Primary Scotia Rewards Cardmember or Primary Cardmember:
The individual in whose name a Program Card Account is
opened and who is the first 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 above
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 standing².
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 your Program Card.

Earn Rates and Accelerated Earn Rates:

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

The regular earn rate for all Program Cards is one (1) point per $1.00 in purchases of goods and services charged to the Program Card Account.

Spend threshold for the Accelerated Earn Rate:

The accelerated earn rate for the Scotiabank Platinum 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 1st to December 31st each year.

The accelerated earn rate for the Scotiabank Gold American Express Card account applies to the first $50,000 in purchases charged to that Program Card Account annually at merchants qualifying for the accelerated earn rate, calculated annually from January 1st to December 31st each year.

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

Merchants qualifying for the accelerated earn rate: The accelerated earn rate 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).

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, balance transfers, Scotia® Credit Card Cheques, returns, refunds or other similar credits, payments, fees, interest, service or transaction charges. Cash advances include cashlike transactions which are monetary transactions posted to your Program Card Account and include wire transfers, foreign currency, travelers cheques, money orders and 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\(^2\) 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) earn, 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 registering and 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 Cardmembers 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 Account is in good standing\(^2\), 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.

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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 and the Account(s) are in your name.

If the Scotia Rewards Account is closed by Scotiabank because it is not in good standing, 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 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.

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 and each Account is in your name.

Supplementary Cardmembers cannot transfer, combine or redeem points on any Program Card Accounts.

Scotia Rewards Cardmembers 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 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. 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 Cardholder 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 is 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, merchandise non-travel 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. 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.

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 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, 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 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.

F. Post Purchase Travel Redemption
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”.

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 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 – 4511; airports, flying fields, and airport terminals – 4582; lodgings, hotels, motels and resorts – 7011; trailer parks and campgrounds – 7033; passenger railways - 4112, bus lines – 4131; steamship and cruise lines – 4411; travel agencies and tour operators – 4722; automobile rental agency – 7512; motor home and recreational vehicle rentals – 7519. 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.

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 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 standing².

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 standing². 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 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) is in good standing².

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 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, 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.

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.

* 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.

** Registered trademarks of The Bank of Nova Scotia. All brand names are the property of their respective owners.

1 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.

2 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.

2 Insurance coverage is underwritten by American Bankers Insurance Company of Florida (ABIC) and/or American Bankers Life Assurance Company of Florida (ABLAC). Travel Emergency Medical Insurance is written by ABLAC, except for travel in Cuba which is underwritten by Zurich Insurance Company Ltd. Price Protection Service is a service provided by ABIC. The Bank of Nova Scotia is not an insurer.
Claim payment and administrative services are provided by Scotia Assist. In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

1. DEFINITIONS

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

Account means the Primary Cardmember’s Scotiabank 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 American Express Card is issued and whose name is embossed on the card. The Cardmember may be referred to as “You” or “Your”.

Dollars and $ means Canadian dollars.

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

Insured Item means a new item (a pair or set being one item) of personal property (not purchased by or for use by a business or for commercial purposes) for which the full Purchase Price is charged to an Account and/or paid with Scotia Rewards® points.

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

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

Other Insurance means all other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim, as further defined in Section 9 of this Certificate.

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

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

2. PURCHASE SECURITY

a) Benefits – Purchase Security coverage automatically, without registration, protects most new Insured Items purchased anywhere in the world (provided the full Purchase Price is charged to the Account and/or paid with Scotia Rewards points) by insuring them for 90 days from the date of purchase in the event of loss, theft, or damage in excess of Other Insurance. If an Insured Item is lost, stolen or damaged, Scotia Assist will reimburse You the lesser of the repair or replacement cost, not exceeding the original Purchase Price charged to the Account, subject to the limits of liability and exclusions stated in Section 4 of this Certificate of Insurance.

b) Excluded Items – Purchase Security does not cover the following items: travellers cheques, cash, tickets or any other negotiable instruments; bullion, rare or precious coins; art objects (such as but not limited to hand-made items, limited editions,
original, signature pieces or collectible plates); pre-owned or used items, including antiques and demos; animals; living plants; perishables such as food and liquor; aircraft and parts and accessories thereof; automobiles, motorboats, motorcycles or any other motorized vehicles and parts and accessories thereof; items consumed in use; services; ancillary costs incurred in respect of an Insured Item and not forming part of the Purchase Price; parts and/or labour required as a result of mechanical breakdown; 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; or jewellery transported/stored in baggage which is not under the personal supervision of the Cardmember or Cardmember's travelling companion.

c) Gifts – Insured Items the Cardmember gives as gifts are covered by Purchase Security. In the event of a claim, the Cardmember, not the recipient of the gift, must make the claim for benefits.

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

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

3. EXTENDED WARRANTY

a) Benefits – Extended Warranty coverage provides the Cardmember with double the period of repair services otherwise provided by the original Manufacturer’s Warranty, to a maximum of 1 additional year, when the full Purchase Price is charged to the Account and/or paid with Scotia Rewards points on most Insured Items purchased anywhere in the world. Extended Warranty benefits are limited to the lesser of the cost to repair or the original Purchase Price charged to the Account.

b) Registration – Insured Items with a Manufacturer’s Warranty of 5 years or more are ONLY covered if registered within the first year of purchase. Insured Items with a Manufacturer’s Warranty of less than 5 years DO NOT require registration. To register item(s) with a Manufacturer’s Warranty of more than 5 years for the Extended Warranty benefit, call 1 877 391-7507 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 vendor sales receipt;
   (ii) the customer copy of Your sales receipt;
   (iii) the serial number of the item; and
   (iv) a copy of the original Manufacturer’s Warranty.

c) Excluded Items – Extended Warranty does not cover the following items: aircraft and parts and accessories thereof; automobiles, motorboats, motorcycles and any other motorized vehicles and parts and accessories thereof; used items; living plants; trim parts; services; items purchased by and/or used for a business or commercial purpose and commercial gain; dealer and assembler warranties; or any other obligation other than those specifically covered under the terms of the original Manufacturer’s Warranty.
d) Gifts – Insured Items the Cardmember gives as gifts are covered under the Extended Warranty coverage subject to compliance with the terms and conditions of the coverage offered hereunder.

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

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

4. ADDITIONAL LIMITS OF LIABILITY AND EXCLUSIONS

a) Limits of Liability – There is a maximum lifetime liability of $60,000 under the Purchase Security and Extended Warranty coverages. In the event that the Insured Item cannot be repaired or replaced, Scotia Assist, at its sole option, may reimburse You up to the Purchase Price of the Insured Item. Claims for items belonging to and purchased as a pair or set will be paid for at the full Purchase Price of the pair or set provided that the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of the pair or set are usable individually, liability will be limited to payment equal to the proportionate part of the Purchase Price that the number of damaged or stolen parts bears to the number of parts in the complete pair or set.

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

5. CLAIMS

a) Filing a Claim – To initiate a claim, the Cardmember must notify Scotia Assist as soon as reasonably possible and PRIOR to proceeding with any action or repairs and no later than 90 days from the date of loss or damage, by calling 1 877 391-7507 or 416-572-3636 locally between 8:00 am and 8:00 pm ET, Monday through Friday. If You would like to file your claim online, please visit https://www.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 thereat, or is suspected to be so caused, the Cardmember MUST give immediate notice to the police or other authorities having jurisdiction. The Cardmember may be required to send, at the Cardmember’s expense and risk, the damaged Insured Item on which a claim is based, to an address designated by Scotia Assist.

c) Claim Form – Upon notifying Scotia Assist of the loss, the Cardmember will be sent a claim form. The completed claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within 1 year from the date on which the loss occurred.

Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the
notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after 1 year, Your claim will not be paid.

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

e) Purchase Security – Under the Purchase Security coverage, the Cardmember will be required to complete a claim form and MUST include copies of the customer copy of the original store receipt, Scotiabank American Express Card charge slip, and Account statement and police report if obtainable, and if not obtainable, the department, file number, address, contact name on the file and telephone number, and any other information reasonably required by Scotia Assist to determine the Cardmember’s eligibility for benefits under the Policy.

f) Extended Warranty – Under the Extended Warranty coverage, the Cardmember will be required to complete a claim form PRIOR to proceeding with any repairs, and MUST include copies of the customer copy of the original store receipt, Scotiabank American Express Card charge slip, and Account statement and Manufacturer’s Warranty. Upon receipt of the completed documentation, if the claim is eligible for coverage under the Policy, Scotia Assist will provide a notice to the Cardmember containing an authorization to proceed with the necessary repairs and the particulars of the repair facility designated to complete the necessary repairs.

6. GENERAL PROVISIONS AND STATUTORY CONDITIONS

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

a) Coverage Termination – Coverage under the Policy ends at the earliest of:

(i) the date the Account is cancelled or closed or ceases to be in Good Standing;

(ii) the date the Cardmember ceases to be eligible for coverage; and

(iii) the date the Policy terminates.

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

b) Other Insurance – Where a Cardmember has Other Insurance, the loss or damage MUST be reported to the primary carrier in addition to filing with 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 the Other Insurance, a letter from the Other Insurance carrier so indicating may be required. The insurance extended under the Policy by the Insurer is issued strictly as excess coverage and does not apply as contributing insurance. The coverage extended under the Policy will reimburse the Cardmember only to the extent a permitted claim exceeds coverage and payment under Other Insurance, regardless of whether the Other Insurance contains provisions purporting to make its coverage non-contributory or excess. The Policy also provides coverage for the amount of the deductible under Other Insurance.
Insurance.
c) Subrogation – As a condition to the payment of any claim to a Cardmember, the Cardmember shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. The Cardmember shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Cardmember.
d) Due Diligence – The Cardmember shall use diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the Policy.
e) False Claim – If a Cardmember makes a claim knowing it to be false or fraudulent in any respect, such Cardmember will not be entitled to the benefit of coverage under the Policy nor to the payment of any claim made under the Policy.
f) Legal Action – Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, Limitations Act or other applicable legislation in Your province or territory.
g) 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.
h) Privacy - The Insurer may collect, use, and share personal information provided by You to the Insurer, and obtained from others with Your consent, or as required or permitted by law. The Insurer may use the information to: serve You as a customer and communicate with You. The Insurer may process and store Your information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer’s privacy policy by calling 1-888-778-8023 or from their website: www.assurantsolutions.ca/privacy. If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call the Insurer at the number listed above.

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Trip Interruption Certificate of Insurance

AMENDED AND RESTATED: Effective August 1, 2019

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

The coverage outlined in this Certificate of Insurance is effective as of July 16, 2012, and is provided to eligible Scotiabank® American Express® Cardmembers by American Bankers Insurance Company of Florida (hereinafter referred to as the “Insurer”) under Group Policy No. BNS122000 (hereinafter referred to as the “Policy”) issued by the Insurer to The Bank of Nova Scotia (hereinafter referred to as the “Policyholder”).

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

The Insurer’s Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

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

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

1. DEFINITIONS

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

Account means the Primary Cardmember’s Scotiabank 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 American Express Card is issued and whose name is embossed on the card. The Cardmember may be referred to as “You” or “Your”.

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

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

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

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

Dollars and $ means Canadian dollars.
Eligible Expenses mean charges for any of the following travel arrangements which have been booked or reserved prior to departure on a Trip and for which at least 75% of all costs (including deposits and pre-payments, but excluding the cost of additional insurance You may obtain from Your travel supplier) has been charged to Your Account and/or paid with Scotia Rewards® 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.

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

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

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

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

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

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

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

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

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

Scotia Assist means 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 one year and is publicly represented as the Cardmember’s Spouse.

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

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

2. ELIGIBILITY

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

3. TRIP INTERRUPTION BENEFITS

You will be reimbursed for:

a) the lesser of the additional charges paid by You for a change in ticketing or the cost of a one-way economy fare to return to point of departure; and

b) the amount of the unused portion of any Eligible Expenses which are not refundable or reimbursable, excluding the cost of pre-paid, unused return transportation if, as a result of one of the following covered Causes for Interruption occurring during the Trip, an Insured Person is prevented from continuing the Trip or is unable to return on the original Trip return date. The amount payable is subject to a maximum limit of $2,500 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 Cause for Interruption arises.

Covered Causes for Interruption mean the following:

Medical Covered Causes for Interruption:

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

b) accidental bodily injury or sudden and unexpected sickness of an Insured Person or Travelling Companion, which did not result from a Pre-existing Condition and which, in the sole opinion of Scotia Assist, based on medical advice provided by the attending Doctor, requires immediate medical attention and prevents the Insured Person or Travelling Companion from returning from the Trip on the scheduled return date;
c) accidental bodily injury or a sudden and unexpected sickness requiring Hospitalization of an Insured Person’s Immediate Family Member or a Travelling Companion’s Immediate Family Member during the Trip, which did not result from a Pre-existing Condition and which was not known to the Insured Person or Travelling Companion prior to the Trip departure date;

d) Hospitalization or death of an Insured Person’s Legal Business Partner or Key Employee or a Travelling Companion’s Legal Business Partner or Key Employee which occurred during the Trip; and

e) Hospitalization or death of an Insured Person’s host or a Travelling Companion’s host at destination which occurred during the Trip.

Non-Medical Covered Causes for Interruption

a) a written formal notice issued by the Department of Foreign Affairs and International Trade of the Canadian government during the Trip, advising Canadians not to travel to a country, region or city originally ticketed for the Trip for a period that includes an Insured Person’s Trip;

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

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

c) a natural disaster that renders an Insured Person’s principal residence uninhabitable;

d) An Insured Person’s quarantine or hijacking; and

e) a call to service of an Insured Person by government with respect to reservists, military, police or fire personnel.

As soon as a Cause for Interruption occurs, You must notify Scotia Assist at 1-877-391-7507 from within 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 interruption resulting directly or indirectly from:

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

b) a Pre-existing Condition;

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

d) neo-natal care;

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

f) illness or accidental injury sustained while under the influence of drugs, medication, alcohol or other intoxicants;
g) participation in a criminal offence;
h) acts of terrorism, insurrection or war, whether declared or undeclared;
i) voluntary participation in a riot or civil commotion; or
j) 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. CLAIMS PROCEDURES
You must call Scotia Assist at 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. You will be required to submit a completed claim form and provide documentation to substantiate Your claim, including the following:
a) original tickets (including any unused coupons), original vouchers, original itinerary, invoices, and receipts;
b) Scotiabank American Express Card monthly statement of account and any other documentation necessary to confirm that the costs of Eligible Expenses were charged to Your Account;
c) proof satisfactory to Scotia Assist that the interruption of the Trip resulted from a covered Cause for Interruption;
d) name, address and phone number of the Insured Person’s employer; and
e) name, address and policy numbers for all other insurance coverage You and/or the Insured Person may have, including health insurance and credit card coverage (whether group or individual).
Claims submitted with incomplete or insufficient documentation may not be paid.

6. GENERAL PROVISIONS AND STATUTORY CONDITIONS
Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Certificate of Insurance.

Due Diligence: The Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss under the Policy.
Notice and Proof of Claim: Immediately after learning of a loss or an occurrence which may lead to a loss covered under the Policy, notify Scotia Assist by calling 1 877 391-7507 from within Canada and the United States, or by calling 416-572-3636 locally or collect from other countries. You will then be sent a claim form. If You would like to file your claim online, please visit https://www.scotia.assurant.com.
Written notice of claim must be given to Scotia Assist as soon as reasonably possible after a Cause for Interruption occurs, but in no event later than 90 days from the date on which the Cause for Interruption occurred. Written notice given by or on behalf of the claimant or the beneficiary, with information sufficient to identify the Cardmember, shall be deemed notice of claim.
Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so
prescribed. If the notice or proof is given or furnished after 1 year, Your claim will not be paid.

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

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

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

a) the date the Account is cancelled, closed or ceases to be in Good Standing;

b) the date the Insured Person ceases to be eligible for coverage; and

c) the date the Policy terminates.

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

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

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

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.

Privacy - The Insurer may collect, use, and share personal information provided by You to the Insurer, and obtained from others with Your consent, or as required or permitted by law. The Insurer may use the information to: serve You as a customer and communicate with You. The Insurer may process and store Your information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer’s privacy policy by calling 1-888-778-8023 or from their website: www.assurantsolutions.ca/privacy. If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call the Insurer at the number listed above.

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

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

The coverage outlined in this Certificate of Insurance is effective May 1, 2014, and is provided to eligible Scotiabank® American Express® Cardmembers by American Bankers Life Assurance Company of Florida (hereinafter referred to as the “Insurer”) under Group Policy No. BNS112000 (hereinafter referred to as the “Policy”) issued by the Insurer to The Bank of Nova Scotia (hereinafter referred to as the “Policyholder”). You, or a person making a claim under this Certificate may request a copy of the Policy by writing to the Insurer at the address shown below.

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

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

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

1. DEFINITIONS

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

Account means the unexpired, unrevoked Scotiabank American Express Card account of a Cardmember.

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

Common Carrier means any land, air or water conveyance which is licensed to carry passengers for compensation or hire or reward and which undertakes to carry all persons indifferently who may apply for passage, so long as there is room and there is no legal excuse for refusal.
Dependent Children means Your unmarried natural, adopted or step-children who are dependent on You for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full-time attendance at a recognized institution of higher learning in Canada. Dependent Child(ren) also includes children 21 years of age or over who are permanently mentally or physically challenged and incapable of self-support.

Dollars and $ means Canadian dollars.

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

Loss means:

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

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

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

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

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

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

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

Total and Permanent Disability or Totally and Permanently Disabled means that the Insured Person is continuously and totally disabled and will, in the opinion of a licensed physician, never be able to be gainfully employed in an occupation for which the Insured Person is qualified, or could be qualified, by reason of education, training, experience or skill.

2. BENEFIT

The Policy provides benefits to Insured Persons according to the following schedule:

<table>
<thead>
<tr>
<th>Amount of Benefit</th>
<th>Cardmember or Spouse</th>
<th>Dependent Child(ren)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accidental Loss of:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Life$</td>
<td>$250,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>Total and Permanent Disability†</td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>Both hands or both feet</td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>One foot or one hand and the entire sight of one eye</td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>Sight of both eyes</td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>One hand and one foot</td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>Speech and hearing</td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>One hand or one foot</td>
<td>$125,000</td>
<td>$125,000</td>
</tr>
<tr>
<td>Sight of one eye</td>
<td>$125,000</td>
<td>$125,000</td>
</tr>
<tr>
<td>Speech</td>
<td>$125,000</td>
<td>$125,000</td>
</tr>
<tr>
<td>Hearing</td>
<td>$125,000</td>
<td>$125,000</td>
</tr>
</tbody>
</table>
1 Loss of Life Benefits are paid to the beneficiary designated by the Insured Person; if not designated they are paid to the first surviving class in the following order: the Insured Person’s Spouse; in equal share to the Insured Person’s surviving children; in equal share to the Insured Person’s surviving parents; in equal share to the Insured Person’s siblings; to the Insured Person’s Estate. All other benefits are payable to the Insured Person.

11 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 $500,000 for Loss resulting from any one occurrence.

If more than one of the described Losses is sustained by an Insured Person, then the total benefit payable from one accident is limited to the greatest amount payable for any one of the Losses sustained.

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

3. COVERAGE

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

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

b) Make the trip as shown on the Ticket.

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

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

4. TERMINATION OF INSURANCE

This coverage terminates on the earliest of the following:

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

b) When your Account is closed.

c) When the Policy is cancelled.

5. EXPOSURE AND DISAPPEARANCE

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

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

6. EXCLUSIONS AND LIMITATIONS

The Policy does not cover any loss caused by or resulting from:

a) Intentionally self-inflicted injuries.

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

c) Illness or disease.

d) Normal pregnancy or resulting childbirth or miscarriages.

e) Bacterial infection except bacterial infection of an Accidental Bodily Injury, or if death results from the accidental ingestion of a substance contaminated by bacteria.
f) A declared or undeclared war. Declared or undeclared war does not include acts of terrorism.

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

7. MAKING A CLAIM

In the event of a claim, notify the Insurer by calling 1-877-391-7507. If possible, notice should be given within 90 days of the occurrence of a Loss. If You would like to file your claim online, please visit http://www.scotia.assurant.com.

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

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

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

8. LEGAL ACTION

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

9. 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.

10. PRIVACY

The Insurer may collect, use, and share personal information provided by You to the Insurer, and obtained from others with Your consent, or as required or permitted by law. The Insurer may use the information to: serve You as a customer and communicate with You. The Insurer may process and store Your information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer’s privacy policy by calling 1-888-778-8023 or from their website: www.assurantsolutions.ca/privacy. If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call the Insurer at the number listed above.

Program management is provided by:

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

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Price Protection Service Terms and Conditions
AMENDED AND RESTATED: Effective August 1, 2019

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

The coverage outlined in this document is effective as of July 16, 2012, and is provided to eligible Scotiabank® American Express® Cardmembers by American Bankers Insurance Company of Florida (hereinafter referred to as the “American Bankers”) under Group Policy No. BNS122000 (hereinafter referred to as the “Policy”) which provides both insurance coverages and non-insurance services such as this coverage issued by American Bankers to The Bank of Nova Scotia (hereinafter referred to as the “Policyholder”).

The terms, conditions and provisions of the Policy are summarized in this document, which is incorporated into and forms part of the Policy. All payments are subject in every respect to the Policy, which alone constitutes the agreement under which payments will be provided.

American Banker’s Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

Payment and administrative services are provided by Scotia Assist.

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

1. DEFINITIONS

In these Terms and Conditions, the following words or phrases have the meanings set forth below:

Account means the Primary Cardmember’s Scotiabank American Express Card Account, which must be in Good Standing with the Policyholder.

Card means a Scotiabank American Express Card.

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

Dollars and $ means Canadian dollars.

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

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

Scotia Assist means American Bankers in relation to payments and administrative services.

2. SERVICES

Price Protection is available only to the Cardmember. No other person or entity shall have any right, remedy or claim, legal or equitable, to the payments.
Price Protection coverage is in effect for 60 days from the date of purchase of most new items of personal property purchased in Canada and charged in full to the Account, subject to the Limitations and Exclusions below. If, within 60 days of the purchase of an eligible item, You find an identical item offered for retail sale in Canada at a price lower than the price You paid, Scotia Assist will, subject to the Limitations and Exclusions below, pay You the price difference.

This payment is based on the price of the item before applicable taxes, manufacturer’s rebate, store rebates, and shipping and installation charges.

No Price Protection Service payments will be made for price differences of less than $10 per item and the maximum payment will be $100 per item up to a maximum of $500 per Account per calendar year. The Price Protection Service will apply to a maximum of 3 identical items during the 60-day period. No item can be submitted for Price Protection payment more than once during the 60-day period.

3. LIMITATIONS AND EXCLUSIONS

Price Protection is not available in respect of the following:

(i) travellers cheques, cash (whether paper or coin), bullion, precious metals, tickets, documents, stamps, negotiable instruments or property of a similar nature;

(ii) animals, living plants or perishables such as food, liquor and/or goods consumed in use;

(iii) computers (including hardware, software, printers and scanners), cellular phones, personal digital assistants (PDA) or any similar electronic device;

(iv) automobiles, motorboats, airplanes, motorcycles, motorscooters, riding lawn mowers, golf carts, lawn tractors or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts, fuels or accessories;

(v) one-of-a-kind items;

(vi) used or previously owned or refurbished items, including antiques, collectibles and fine art;

(vii) items purchased and/or used by or for a business or for commercial gain; or

(viii) services related to items purchased, including insurance, duty, delivery and transportation costs.

The Price Protection Service does not apply if the retailer makes a price adjustment and/or refunds the difference between the original and lower price. Price comparisons with liquidated merchandise, grey market (internet) items and gift card or savings card incentives issued by a retailer are not eligible for Price Protection Service coverage.

You are only eligible for the Price Protection Service if the Account is in Good Standing at the time of Your request.

4. GIFTS

Eligible items that You give as gifts are covered. In the event a price difference is discovered, You, not the recipient of the gift, must make the request for payment.

5. REQUEST FOR PAYMENT PROCEDURES

You must keep original receipts and other documents described herein to file a valid request.

You must notify Scotia Assist by calling 1 877 391-7507 or 416-572-3636, between 8:00 am and 8:00 pm, ET, Monday through Friday, as soon as You discover the advertised price difference. If You would like to file your request online, please visit https://www.scotia.assurant.com.
Scotia Assist will send You the applicable request form. Your failure to provide to Scotia Assist the completed request form and proof supporting Your request under items (i) – (iii) below within 90 days from the date of purchase may result in non-payment of the related request.

You must complete and sign the request form and include the following:

(i) the customer copy of the original vendor’s sales receipt;
(ii) the Account statement showing the charge; and
(iii) a dated advertisement/flyer to prove that the identical item was offered in Canada at the reduced price within 60 days of the date of Your purchase.

A request for payment under the Policy will be paid upon receipt of full written proof, as determined by Scotia Assist.

6. TERMINATION OF COVERAGE

Coverage ends on the earliest of:

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

No coverage will be provided for items purchased after coverage ends.

7. IF YOU HAVE A CONCERN OR COMPLAINT

If You have a concern or complaint about Your coverage, please call American Bankers at 1-877-391-7507 or the Policyholder at 1-800-472-6842. American Bankers will do its best to resolve Your concern or complaint. If for some reason American Bankers 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 American Bankers’ resolution process and the external recourse either by calling American Bankers at the number listed above or at:

www.assurantsolutions.ca/consumer- assistance.

8. PRIVACY

American Bankers may collect, use, and share personal information provided by You to American Bankers, and obtained from others with Your consent, or as required or permitted by law. American Bankers may use the information to: serve You as a customer and communicate with You. American Bankers may process and store Your information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the American Bankers’ privacy policy by calling 1-888-778-8023 or from their website:

www.assurantsolutions.ca/privacy. If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call American Bankers at the number listed above.

Price Protection Service is not an insurance benefit and may be discontinued or amended upon notice to the Cardmember.

* 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.
* Registered Trademarks of The Bank of Nova Scotia.
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.

Coverage is provided for the first 8 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.

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

The coverage outlined in this Certificate of Insurance is effective as of May 1, 2014, and is provided to eligible Scotiabank® American Express® Cardmembers. Travel Emergency Medical Insurance is underwritten by American Bankers Life Assurance Company of Florida, except for travel in Cuba which is underwritten by Zurich Insurance Company Ltd (hereinafter collectively referred to as the “Insurer”), under Group Policy Numbers BNS112000 and BNS112000 (hereinafter collectively referred to as the “Policy”) issued by the Insurer to The Bank of Nova Scotia (hereinafter referred to as the “Policyholder”).

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

American Bankers Life Assurance Company of Florida’s Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9. Zurich Insurance Company Ltd’s Canadian head office is located at 100 King Street West, Suite 5500, Toronto, Ontario M5X 1C9.

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

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

1. DEFINITIONS

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

Account means the Primary Cardmember’s Scotiabank American Express Card Account, which must be in Good Standing with the Policyholder.

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

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

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

Dollars and $ means Canadian dollars.

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

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

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

Hospital means an institution which is licensed to provide, on an in-patient basis, medical care and treatment of sick and injured persons through medical, diagnostic and major surgical facilities, under the supervision of a staff of Doctors and with 24-hour-a-day service. Hospital does not include any institution or part of an institution which is licensed or used principally as a clinic, a continued care or extended care facility, a convalescent home, a rest home, a nursing home or home for the aged, a health spa or a treatment centre for drug addiction or alcoholism.

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

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

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

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

Pre-Existing Condition means any Medical Condition for which symptoms appeared or for which an Insured Person sought the attention of a Doctor, had investigated, diagnosed or treated, had treatment or further investigation recommended, or for which medication was prescribed or altered, in the 180 days prior to the Trip departure date for Insured Persons under 75 years of age and in the 365 days prior to the Trip departure date for Insured Persons 75 years of age or older. Age will be measured as of the date of departure for this purpose.
A Pre-existing Condition does not include a Medical Condition which is controlled by the consistent use of medications prescribed by a Doctor, provided that, during the 180-day period 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 American Express Card is issued by the Policyholder.

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

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

Trip means travel outside of Your province or territory of residence in Canada for a period of 8 consecutive days or less for Insured Persons under 65 years of age and 3 consecutive days or less for Insured Persons 65 years of age or older. In the event of a claim, You will be required to submit proof of the date of departure. Only a Medical Emergency occurring during a Trip will be eligible for consideration.

2. ELIGIBILITY

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

3. COVERAGE PERIOD

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

For the Travel Emergency Medical benefit, only the first 8 consecutive days of a Trip, as determined by the originally scheduled departure and return dates, will be covered. There is no coverage for that portion of a Trip which extends beyond the first 8 consecutive days under this Certificate of Insurance. In the event of a claim, proof of scheduled Trip duration will be required.

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

a) the date the Insured Person returns to his or her province or territory of residence in Canada;

b) the date the Account is cancelled, closed or ceases to be in Good Standing;

c) the date the Insured Person has been absent for more than 8 consecutive days (including the day of departure and day of return) from his or her province or territory of residence in Canada;

d) the date the Insured Person ceases to be eligible for coverage (for Dependent Children, see the Definitions section for age limits); or

e) the date the Policy terminates.
No benefits will be paid under the Policy for losses incurred after coverage has terminated, unless otherwise specified or agreed.

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

For the Travel Emergency Medical benefit, only the first 3 consecutive days of a Trip, as determined by the originally scheduled departure and return dates, will be covered. There is no coverage for that portion of a Trip which extends beyond the first 3 consecutive days under this Certificate of Insurance. In the event of a claim, proof of scheduled Trip duration will be required.

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

a) the date the Insured Person returns to his or her province or territory of residence in Canada;

b) the date the Account is cancelled, closed or ceases to be in Good Standing;

c) the date the Insured Person has been absent for more than 3 consecutive days (including the day of departure and day of return) from his or her province or territory of residence in Canada;

d) the date the Insured Person ceases to be eligible for coverage (for Dependent Children, see the Definitions section for age limits); or

e) the date the Policy terminates.

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

**4. AUTOMATIC EXTENSION OF COVERAGE**

Coverage will be automatically extended beyond the 8-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 8-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 his or her province or territory of residence in Canada is delayed solely as the result of:

a) the delayed departure of the bus, train, plane or ship on which he or she is booked; or

b) an accident or the mechanical breakdown of an Insured Person’s personal vehicle.

**5. BENEFITS**

In the event of a Medical Emergency, Reasonable and Customary Charges for Emergency Medical Treatment will be paid by Scotia Assist, less any amount payable by or reimbursable under a GHIP, any group or individual health plans or insurance policies. Benefits are limited to $1,000,000 for each Insured Person, subject to the Limitations and Exclusions. The following expenses are eligible for reimbursement:

- **Hospital Accommodation**, **Medical Expenses** and **Doctor Charges** for Emergency Medical Treatment.
- **Private Duty Nursing** when prescribed by a Doctor.
- **Diagnostic Services** including laboratory tests and x-rays when prescribed by a Doctor. Note: Magnetic resonance imaging (MRI), computerized axial tomography (CAT scans), sonograms and ultrasound must be authorized in advance by Scotia Assist.
Ambulance Service to the nearest Hospital equipped to provide the required Emergency Medical Treatment.

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

Prescription Drug Reimbursement excluding any drugs or medications which are commonly available without prescription, or which are not legally registered and approved in Canada or the United States.

Accidental Dental Care to a maximum of $2,000 for treatment of natural or permanently installed teeth, necessitated by an accidental blow to the mouth.

Medical Appliances including slings, braces, splints, and local rental of crutches, walkers and wheelchairs.

Return Airfare to cover any additional cost incurred for a one-way economy fare (less any refunds due on original tickets) and, if required, the charge for transportation of a stretcher and attending medical personnel to return the Insured Person to his or her province or territory of residence in Canada if further medical treatment is warranted and when approved and arranged by Scotia Assist.

Transportation to Bedside from Canada for one of: the Insured Person’s Spouse, a parent, child, brother or sister when the Insured Person is hospitalized and expected to remain so for 3 days or more. This benefit must be pre-approved by Scotia Assist. This benefit includes one round-trip economy airfare, food and accommodation expenses of $100 per day to a maximum of $1,500. This Travel Emergency Medical insurance will be extended, at no charge, for the person required at bedside for the duration of the Medical Emergency.

Vehicle Return cost to a maximum of $1,000 to return an Insured Person’s car to his or her province or territory of residence in Canada, or in the case of a rented vehicle, to the nearest appropriate rental location, when the Insured Person is unable to return the vehicle as a result of a Medical Emergency.

Car Accident Assistance when an Insured Person’s vehicle is disabled as a result of an accident during the Trip. A maximum of $200 per day will be paid toward the cost of accommodation, food, car rental, or commercial transportation for the time the vehicle is inoperable for a maximum of 3 days immediately following the date of the accident.

Return of Deceased when death results from a Medical Emergency, to a maximum of $5,000 for the cost of preparation (including cremation) and transport of the Insured Person (excluding the cost of a burial coffin or urn) to his or her province or territory of residence in Canada.

6. MEDICAL EMERGENCY PROCEDURES

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

24-hour assistance is available by calling 1 877 391-7507 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 under this Certificate of Insurance as follows:

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

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

Benefits payable are further limited as follows:

• In consultation with the attending Doctor, Scotia Assist reserves the right to transfer the Insured Person to an appropriate Network facility or to his or her province or territory of residence in Canada for Emergency Medical Treatment. Refusal to comply will absolve the Insurer of any liability for expenses incurred after the proposed transfer date.

• Once a Medical Emergency ends, no further benefits are payable for that Medical Emergency or for any recurrence of the condition which caused the Medical Emergency.

8. EXCLUSIONS

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

a) any Pre-existing Condition as defined herein;

b) any Medical Emergency or Emergency Medical Treatment that occurs other than during a Trip;

c) any elective or non-emergency surgery, treatment or medication, including ongoing care of a chronic condition;

b) 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 thereof;

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; or

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. OPTIONAL EXTENSION OF COVERAGE PROCEDURES

For trips that exceed 8 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 8 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 his or her province or territory of residence in Canada.

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

10. CLAIM PROCEDURES

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

If Scotia Assist is not notified in advance of medical treatment:
If eligible expenses are incurred for which payment has not been pre-authorized by Scotia Assist, they should be submitted to Scotia Assist with original receipts and payment statements. Benefits may be excluded or reduced where Scotia Assist has not been contacted in advance of treatment (see Section 7 for Limitations on benefit payments).

In the event of a claim, You will be required to submit a completed claim form and provide documentation to substantiate the claim, including the following:

a) the cause and nature of the Medical Condition requiring treatment;

b) original, itemized medical invoices;

c) original prescription receipts;

d) Your date of birth and the claimant’s date of birth (proof of age may be required);

e) a photocopy of the Insured Person’s GHIP (Health) card;

f) name, address and phone number of the Insured Person’s employer;

g) proof of the Insured Person’s departure and/or return date (i.e. copy of tickets, receipts, prepaid accommodation invoice and gas receipts);

h) name, address and policy numbers for all other insurance coverage You and other Insured Persons may have, including group and individual insurance, credit card coverage and any other reimbursement plans; and

i) signed authorization to obtain any further required information.

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

Claim forms can be obtained by calling Scotia Assist at 1 877 391-7507 from Canada and the United States or 416-572-3636 locally or collect from other countries.

11. GENERAL PROVISIONS AND STATUTORY CONDITIONS

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

Due Diligence: The Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss under the Policy.
Notice and Proof of Claim: Immediately after learning of a loss or an occurrence which may lead to a loss covered under the Policy, notify Scotia Assist by calling 1 877 391-7507 from within Canada and the United States, or by calling 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 the occurrence or commencement of any loss covered under the Policy, but in no event later than 90 days from the date of such occurrence or commencement. Written notice given by or on behalf of the claimant or the beneficiary, with information sufficient to identify the Cardmember, shall be deemed notice of claim.

Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after 1 year, Your claim will not be paid.

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

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

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

a) the date the Account is cancelled, closed or ceases to be in Good Standing;

b) the date the Insured Person ceases to be eligible for coverage; and

c) the date the Policy terminates.

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

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

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

Access to Medical Care: The Insurer, the Policyholder and Scotia Assist are not responsible for the availability, quality or results of any medical treatment or transport, or for the failure of an Insured Person to obtain medical treatment.

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 1-800-263-0997. 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.

Privacy:
American Bankers Insurance Company of Florida
American Bankers Life Assurance Company of Florida
The Insurer may collect, use, and share personal information provided by You to the Insurer, and obtained from others with Your consent, or as required or permitted by law. The Insurer may use the information to: serve You as a customer and communicate with You. The Insurer may process and store Your information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer’s privacy policy by calling 1-888-778-8023 or from their website: www.assurantsolutions.ca/privacy. If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call the Insurer at the number listed above.

Zurich Insurance Company Limited

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**Rental Car Collision/Loss Damage Certificate of Insurance**
**AMENDED AND RESTATED: Effective August 1, 2019**

This Certificate of Insurance contains a clause which may limit the amount payable.

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

The coverage outlined in this Certificate of Insurance is effective as of July 16, 2012, and is provided to eligible Scotiabank® American Express® Cardmembers by American Bankers Insurance Company of Florida (hereinafter referred to as the “Insurer”) under Group Policy No. BNS12200 (hereinafter referred to as the “Policy”) issued by the Insurer to The Bank of Nova Scotia (hereinafter referred to as the “Policyholder”).

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

The Insurer’s Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

Claim payment and administrative services are provided by Scotia Assist.

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

1. DEFINITIONS

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

Account means the Primary Cardmember’s Scotiabank 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 Card is issued and whose name is embossed on the Card. The Cardmember may also be referred to herein using “You” and “Your”.

Car Sharing means a car rental club that provides its members with 24-hour access to 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.

Card means a Scotiabank American Express Card.

Dollars and “$” means Canadian dollars.

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

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

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

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

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

2. ELIGIBILITY

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

a) You initiate the rental transaction with Your Card (if arranged in advance, by booking or reserving the car rental with Your Card) and by providing a Card imprint at the time You take possession of the car;

b) You decline the rental agency’s collision damage waiver (CDW) or loss damage waiver (LDW), or similar provision; and

c) You rent the car in Your name and 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 length of time You rent the vehicle must not exceed forty-eight (48) days. If the rental period exceeds 48 days, no coverage will be provided, even for the first 48 days of the rental period. Coverage may not be extended for more than 48 days by renewing or taking out a new rental agreement with the same or another rental agency for the same vehicle or another vehicle.

In some jurisdictions, the law requires the rental agencies to provide CDW or LDW in the price of the car rental. In these locations, CLD insurance will provide coverage of any deductible that may apply, provided all the procedures outlined in this Certificate have been followed and You have waived the rental agency’s deductible waiver. No CDW or LDW premiums charged by rental agencies will be reimbursed under the Policy.

Notes:
- Rental vehicles which are part of pre-paid travel packages are eligible for CLD insurance if the total package was charged to Your Account and all other eligibility requirements are met.
- Rental vehicles which are part of a Car Sharing program are eligible for CLD insurance if the full cost of each rental of a vehicle (per use and mileage charges) was charged to Your Account and all other eligibility requirements are met. Some Car Sharing plans will include CDW/LDW in their membership fee. If Your Car Sharing membership includes CDW/LDW and there is no option to waive, then CLD insurance under this Policy will only provide coverage for any deductible You may be held responsible for, provided all the other requirements outlined in this Certificate of Insurance have been met.
- “Free rentals” are also eligible for CLD insurance when received as the result of a promotion where You have had to make previous vehicle rentals, and each such previous rental satisfied the eligibility conditions set out in paragraphs a) through c).
- You are covered if You receive a “free rental” day or days as a result of an airline point program (or other similar program) for the number of days of free rental. If the free rental day(s) are combined with rental days for which You pay the negotiated rate, You must satisfy the eligibility conditions set out in paragraphs a) through c).

3. BENEFITS

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

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

4. TYPES OF RENTAL VEHICLES COVERED

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

Mini-vans are covered provided they:

a) are for private passenger use with seating for no more than 8 occupants including the driver; and

b) are not to be used for hire by others.

5. TYPES OF RENTAL VEHICLES NOT COVERED

Vehicles which belong to the following categories are NOT covered:

a) vans, other than mini-vans as described above;

b) trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;

c) off-road vehicles;

d) motorcycles, mopeds or motorbikes;

e) campers, trailers or recreational vehicles;

f) vehicles not licensed for road use;

g) mini-buses or buses;

h) antique cars (cars which are over 20 years old or have not been manufactured for 10 years or more);

i) any vehicle which is either wholly or in part hand-made, hand finished or has a limited production of under 2,500 vehicles per year;

j) any vehicle with a manufacturer’s suggested retail price excluding all taxes, over sixty-five thousand dollars ($65,000), at the time and place of loss;

k) tax-free cars (a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback);

l) vehicles towing or propelling trailers or any other object; and;

m) expensive or exotic vehicles.

6. LIMITATIONS AND EXCLUSIONS

CLD insurance does NOT include coverage for:

a) a replacement vehicle for which Your personal automobile insurance or the repair shop is covering all or part of the cost of the rental;

b) loss or theft of personal belongings in the vehicle;

c) third party liability (injury to anyone or anything inside or outside the vehicle);

d) expenses assumed, paid or payable by the rental agency or its insurers; or

e) damage/loss arising directly or indirectly from:

(i) operation of the vehicle by any driver other than an Insured Person;

(ii) operation of the vehicle on other than regularly maintained roads;

(iii) alcohol intoxication where the driver’s blood alcohol concentration is equal to or over the blood alcohol concentration limit for impaired driving under the Criminal Code of Canada or the jurisdiction in which the vehicle rental occurred, if lower, or where the driver is charged for impaired driving;
(iv) use of narcotic drugs by the driver;
(v) any dishonest, fraudulent or criminal act committed by the Insured Person and/or any authorized driver;
(vi) operation of the rental vehicle contrary to the terms of the rental agreement/contract;
(vii) wear and tear, gradual deterioration, or mechanical breakdown of the vehicle;
(viii) road damage to tires unless in conjunction with an insured cause;
(ix) insects or vermin, inherent vice or damage;
(x) war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating, or defending against such action;
(xi) seizure or destruction under quarantine or customer regulations, confiscation by order of any government or public authority;
(xii) transportation of contraband or illegal trade;
(xiii) transportation of property or passengers for hire; or
(xiv) nuclear reaction, radiation or radioactive contamination.

7. HELPFUL HINTS
Important: Check with Your personal insurer and the rental agency to ensure that You and all other drivers have adequate personal property, personal injury and third party liability coverages. The Policy only covers loss or damage to the rental vehicle as stipulated therein.

a) Some rental agencies may resist Your declining their CDW/LDW coverage. They may try to encourage You to take their coverage. If You refuse, they may insist You provide a deposit.

Before booking a car, confirm that the rental agency will accept CLD insurance without requiring a deposit. If they won’t, find one that will, and try to get written confirmation. If booking your trip through a travel agency, let them know you want to take advantage of CLD insurance and have them confirm the rental agency’s willingness to accept it. You will not be compensated for any payment You may have to make to obtain the rental agency’s CDW/LDW.

b) Check the rental car carefully for scratches, dents and windshield chips and point out any damage to the agency representative before You take possession of the car. Have them note the damage on the rental agreement, or ask for another vehicle.

c) If the vehicle sustains damage of any kind, immediately phone Scotia Assist by calling 1 877 391-7507 from within Canada and the United States, or by calling 416-572-3636 locally or collect from other countries. Advise the rental agent that You have reported the claim and provide Scotia Assist’s phone number. Do not sign a blank sales draft to cover the damage and Loss of Use charges.

8. GENERAL PROVISIONS AND STATUTORY CONDITIONS
Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Certificate of Insurance.

Due Diligence
The Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss or damage under the Policy.
Notice and Proof of Claim

Immediately after learning of a loss or an occurrence which may lead to a loss covered under the Policy, You must notify Scotia Assist by calling 1 877 391-7507 from within Canada and the United States, or by calling 416-572-3636 locally or collect from other countries. You will then be sent a claim form. If You would like to file your claim online, please visit https://www.scotiaassurant.com.

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

Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after 1 year, Your claim will not be paid.

Payment of Claim

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

Subrogation

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

Coverage Termination

Coverage under the Policy ends at the earliest of:

a) the date and time the rental agency reassumes control of the rental vehicle, whether at its place of business or elsewhere;

b) the date the Insured Person ceases to be eligible for coverage;

c) the date the Account is cancelled or closed or ceases to be in Good Standing; and

d) the date the Policy terminates.

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

False Claim

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

Legal Action

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

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.

Privacy

The Insurer may collect, use, and share personal information provided by You to the Insurer, and obtained from others with Your consent, or as required or permitted by law. The Insurer may use the information to: serve You as a customer and communicate with You. The Insurer may process and store Your information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer’s privacy policy by calling 1-888-778-8023 or from their website: www.assurantsolutions.ca/privacy. If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call the Insurer at the number listed above.
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Subject to capacity. Admittance granted with an American Express Card. Beverages will be for purchase. Must be 19 years of age or older to have alcohol and must have a valid ID. Please drink responsibly.

** The Bank of Nova Scotia is an authorized user of the mark.

+ You are liable for all charges incurred on your account with any supplementary card issued in connection with the account. When you request Scotiabank to issue a supplementary card, we will also issue renewal and replacement cards for such supplementary card, unless the card is cancelled by you or Scotiabank. A Supplementary Cardholder’s signature on or use or retention of the supplementary card issued in his or her name shall evidence your receipt of the agreements relating to the account and your acceptance of their terms.

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.

Purchase must be charged in full to an American Express Card. Subject to availability and to event and ticketing agent terms, conditions, and fees. Not all seats are available. All sales are final. No refunds. No exchanges.

1 Scotia Rewards Travel Service booking site provided by a duly licensed 3rd party travel agent: Visit scotiarewards.com for full details.

2 Travel Advantage is supplied by a third party (currently Hogg Robinson Canada Inc. (HRG) and subject to change).

Best available price guarantee on airfares is provided by HRG and is only available within 24 hours of time of booking. All offers are based on availability. Offers are subject to merchants’ standard booking requirements, terms, and conditions. Offer cannot be combined with other offers, promotions, discounts, or programs, and may not be redeemed for cash. Complete terms and conditions are available at scotiarewards.com. The Bank of Nova Scotia is not responsible for the best available price guarantee.

3 Under all insurance coverages or services, certain limitations, restrictions and exclusions apply, including a pre-existing condition exclusion for certain benefits. The enclosed insurance certificates contain full details of all coverages written by independent licensed insurers. The Bank of Nova Scotia is not an insurer. All claims for insurance indemnities must be forwarded to the insurers.

4 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.

5 20% of your outstanding credit card account balance up to 5 months to a maximum of $10,000 per month and a total maximum of $50,000 if you are unable to work due to involuntary Job Loss, Strike or Lockout or become disabled.

6 Critical Illness, Disability, Job Loss and Strike/Lockout coverage terminates at age 70, Life coverage terminates at age 80.

Scotia Credit Card Protection is a Group Policy written by Chubb Life Insurance Company of Canada. All coverage is subject to the terms and conditions outlined in the Certificate of Insurance which you will receive upon enrolment.

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