

## U.S. DOLLAR SCOTIABANK COMMERCIAL CARD

### TRAVEL ACCIDENT INSURANCE CERTIFICATE

**This Certificate contains limitations of coverage. It should be read carefully, kept in a safe place and carried with you when you travel.**

This Certificate is effective November 1<sup>st</sup>, 2000 and is furnished to you, the *Cardholder*.

Desjardins Financial Security Life Assurance Company. (herein called the Insurer)

#### **CERTIFIES THAT:**

having issued Policy No. NS0001 (herein called the Policy) the *Cardholder* of a U.S. Dollar Scotiabank (herein called the Policyholder) Commercial Card is eligible for coverage under the Policy. A *Cardholder* shall be covered whenever his/her transportation fare for a *Trip* on a *Common Carrier* has been charged to the *Cardholder's* account prior to any *Injury* resulting in loss, for which claim is made, under the Policy. Any such *Trip* shall herein be considered a covered *Trip* for the *Cardholder*.

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#### **DEFINITIONS**

Italicized terms are defined in this section of the Certificate. Wherever used in this Certificate :

**"Accident"** means any bodily *Injury*, certified by a physician, due to sudden and unforeseen external causes resulting directly and independently of any other cause.

**"Card"** means a U.S. Dollar Scotiabank Commercial Card.

**"Common Carrier"** means any land, air or water conveyance for regular passenger service, which is licensed to transport passengers for compensation or hire.

**"Company"** means a customer who has signed an agreement with the Policyholder accepting all debt under the *Card*.

**"Cardholder"** means a *Company* employee to whom the Policyholder has opened an account and issued a Visa *Card* in his/her name and who is a *Permanent Resident* of Canada.

**"Hospital"** means a facility licensed as a *Hospital* under legislation in effect in the country where it is located.

**"Injury"** means bodily *Injury* to the *Insured Person* caused by an *Accident* occurring while this Certificate is in force. This *Injury* is the basis of claim and results directly and independently of all other causes, provided it is sustained under the circumstances and in the manner described in the section entitled "Coverage A."

**"Insured Person"** means the *Cardholder* eligible to the insurance.

**"Member of the Immediate Family"** means the *Spouse*, parents, children, brothers, sisters or grandparents of the *Cardholder*.

**"Permanent Resident"** means a person who resides in Canada for at least 6 months of the year. However, individuals otherwise eligible for coverage who are members of the Canadian Foreign Service need not satisfy this requirement.

"*Spouse*" means either:

- a) the individual to whom the *Cardholder* is legally married, or
- b) a person who cohabits on a continuous basis with the *Cardholder* in a relationship of a conjugal nature which has been publicly recognized as such for at least one year.

"*Trip*" means travel away from the *Cardholder's* residence. The travel cost must have been paid with the *Card* or via points earned under an airline points program. If only a partial payment is made under such program, the balance must be paid by the *Card* to be effective.

## COVERAGE A

The hazards covered under the Policy are *Injuries* sustained during a *Trip* by an *Insured Person* while and as a result of:

1. a) an *Accident* which occurs while the *Cardholder* is riding as a passenger in or on, boarding or alighting from a *Common Carrier* which is providing the transportation for his/her covered *Trip*, or  
b) being struck by such *Common Carrier*, or  
c) an *Accident* which occurs while the *Cardholder* is riding as a passenger in or on, boarding or alighting from a *Common Carrier* which is providing alternate transportation:
  1. which was a covered *Trip* for the *Cardholder*, and
  2. which was delayed or re-routed, requiring the carrier which would have operated the *Common Carrier* to arrange for such alternate transportation, or  
d) being struck by a conveyance providing alternate transportation such as described above.
2. an *Accident* which occurs while the *Cardholder* is riding as a passenger in a *Common Carrier* (limited to ground transportation only) when the *Cardholder* is going directly to or from the passenger terminal for the purpose of boarding or disembarking from a *Common Carrier* providing transportation for the *Insured Person's* covered *Trip*. The fare for such *Common Carrier* travel need not be charged to the *Card*.
3. an *Accident* sustained by the *Cardholder* while he/she is at or on any passenger terminal immediately before or immediately after his/her covered *Trip*.

It is expressly understood and agreed that unless specifically stated otherwise, coverage under the Policy is valid only if the *Cardholder's* fare for a *Trip* on a *Common Carrier* has been charged to the *Card* prior to any *Injury* resulting in a loss for which claim is made under the Policy. Any such *Trip* shall herein be considered a covered *Trip* for the *Cardholder*.

## BENEFITS

### Principal Sum

U.S. Dollar Scotiabank Commercial Card

US \$500,000

The benefits payable under the Policy are in the lawful money of the United States of America.

## SPECIFIC LOSS *ACCIDENT* INDEMNITY

When Injury results in any of the following losses within 365 days of the date of the *Accident*, the Insurer will pay:

### For loss of

Life	Principal Sum
Both hands or both feet	Principal Sum
Total sight in both eyes	Principal Sum

One hand and one foot	Principal Sum
One hand or one foot and total sight in one eye	Principal Sum
Speech and hearing	Principal Sum
One leg or one arm	Three Fourths of the Principal Sum
One hand or one foot	Two Thirds of the Principal Sum
Speech or hearing	Two Thirds of the Principal Sum
Total sight in one eye	Two Thirds of the Principal Sum
Thumb and index finger of the same hand	One Third of the Principal Sum
One finger or one toe	One Tenth of the Principal Sum

#### For Total Paralysis of

Both upper and lower limbs (quadriplegia)	Principal Sum
Both lower limbs (paraplegia)	Principal Sum
Upper and lower limbs of one side of the body (hemiplegia)	Principal Sum

**"Loss"** of a hand or a foot means the total and irrevocable loss of use, including the wrist joint and the ankle joint; with regard to eyes, total and irrecoverable loss of sight; with regard to a leg or an arm, the total and irrevocable loss of use through or above the knee or elbow joint; loss of a thumb and index finger means the total and irrevocable loss of use, including all phalanges, but excluding the loss of the hand or foot; with regard to speech and hearing, total and irrecoverable loss; loss of a finger or a toe means the total and irrevocable loss of use, including all phalanges, but excluding the loss of the hand or foot; with regard to paralysis (quadriplegia, paraplegia, hemiplegia), loss must result in the complete and irreversible paralysis of such limbs.

Benefits will not be paid while the *Insured Person* is in a coma.

## **EXPOSURE AND DISAPPEARANCE**

When, by reason of an *Accident* covered by the Policy, the *Cardholder* is unavoidably exposed to the elements and as a result of such exposure, suffers a loss for which indemnity is otherwise payable under the Policy, such loss will be covered under the terms of the Policy.

If the body of the *Cardholder* has not been found within one year of the disappearance, sinking, or wrecking of the *Common Carrier* in which the *Cardholder* was riding at the time of the *Accident*, it will be presumed that the *Cardholder* suffered loss of life resulting from bodily *Injury* caused by an *Accident* at the time of such disappearance, sinking or wrecking.

## **EXCLUSIONS**

The Policy does not cover any loss, fatal or non-fatal, caused by or related to:

- 1) self-inflicted *Injuries*, while sane or insane;
- 2) an insurrection, war or act of war, whether declared or not;
- 3) a participation in a criminal offence or a riot;
- 4) active full-time service in the armed forces of any country;
- 5) riding as a pilot, operator or crew member in any aircraft or as a passenger in any aircraft except as a fare-paying passenger aboard an aircraft having a current and valid certificate of airworthiness and piloted by a person who then holds a current and valid pilot's licence of a rating authorizing him/her to pilot such aircraft;
- 6) an *Accident* which occurs while the *Cardholder* was riding aboard a commercial vehicle as the driver, pilot or crew member;
- 7) death or loss of use resulting directly or indirectly from drug or alcohol abuse, or use of narcotics;
- 8) when death or loss of use occurs more than 52 weeks after the *Accident*, unless the *Cardholder* is in a coma at the end of that period; the Insurer will determine which benefits the *Cardholder* is entitled to, if applicable, when the *Cardholder* regains consciousness.

## **COVERAGE B**

### **REHABILITATION**

When *Injuries* result in a payment being made under the "Specific Loss *Accident* Indemnity" (Coverage A), an additional amount will be paid as follows:

The reasonable and necessary expenses actually incurred up to a limit of \$2,500 for special training of the *Cardholder* provided:

- a) such training is required because of such *Injuries*, and in order for the *Cardholder* to be qualified to engage in an occupation in which he/she would not have been engaged except for such *Injuries*;
- b) expenses be incurred within two (2) years from the date of the *Accident*.

No payment will be made for ordinary living, travelling or clothing expenses.

## **COVERAGE C**

### **FAMILY TRANSPORTATION BENEFIT**

When an *Cardholder* is confined as an inpatient in a *Hospital* for *Injuries* that result in a payable loss under the Policy and requires the personal attendance of a *Member of the Immediate Family* as recommended by the attending Physician, or where due to accidental death covered under the Policy, requires the attendance of a *Member of the Immediate Family*, the Insurer will pay for the expenses incurred by the *Member of the Immediate Family* for transportation by the most direct route by a licensed *Common Carrier* to the confined *Cardholder*, but not to exceed an amount of \$1,000.

## **ADDITIONAL PROVISIONS**

### **INDIVIDUAL TERMINATION**

Coverage will automatically terminate on the earliest of the following:

- 1) the date the *Cardholder's* account is cancelled;
- 2) the date the *Cardholder's* Card privileges are otherwise terminated ;
- 3) the date the Policy is cancelled by the Insurer or the Policyholder. However, such termination of coverage shall not apply to fares charged to the *Cardholder's* account prior to the termination date of the Policy.

### **BENEFICIARY**

A *Cardholder* may designate a beneficiary or change a previously designated beneficiary.

No one else may designate or change a previously designated beneficiary. For such designation or change to become effective, a properly completed written request, on a form satisfactory to the Insurer, must be filed with the Insurer. Such designation or change shall take effect as of the date it was signed by the *Cardholder*. Any of the proceeds made by the Insurer prior to the receipt of such designation or change shall fully discharge the Insurer to the extent of such payment. If no designation is made, benefit shall be paid in accordance with the provisions under "Payment of Claims" for loss of life benefits; all other benefits are payable to the *Cardholder*, or in the event of the death of the *Cardholder*, in accordance with the provisions under "Payment of Claims".

## **CLAIMS**

Written notice of a claim must be given to the Insurer within 30 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as reasonably possible but in all events, written notice must be given to the Insurer with 1 year after the occurrence or commencement of any loss. Indemnities payable for any loss will be paid upon receipt of due written proof of such loss.

**Desjardins Financial Security Life Assurance Company.  
Insurance claims for Common Carrier Travel Accident Insurance  
200, Avenue des Commandeurs, P.O. Box 3900  
Lévis, Quebec G6V 6R2**

**1-877-861-7038**

## **EXAMINATION AND AUTOPSY**

The Insurer, at its own expense, shall have the right and opportunity to examine the person of any *Cardholder* whose *Injury* is the basis of a claim hereunder when and so often as it may reasonably require during pendency of a claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

## **PAYMENT OF CLAIMS**

All moneys payable under the Policy are payable in the lawful money of the United States of America . Benefits for loss of life of a *Cardholder* will be paid to the designated beneficiary. Benefits for all other covered losses sustained by a *Cardholder* will be paid to the *Cardholder*, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and the beneficiaries' respective interests are not specified, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the *Cardholder*, the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

- a) the *Cardholder's Spouse*;
- b) his/her children, including legally adopted children;
- c) his/her parents;
- d) his/her brothers and sisters;
- e) his/her estate.

In determining such person or persons, the Insurer may rely upon an affidavit by a member of any of the classes of preference beneficiaries described above. Payment based upon any such affidavit shall fully discharge the Insurer from all obligations under the Policy unless, before such payment is made, the Insurer has received at its Home Office written notice of a valid claim by some other person(s). Any amount payable to a minor may be paid to the minor's legal guardian.

## **LEGAL ACTIONS**

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of sixty days after the written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of three years after the time written proof of loss has been furnished.

## **MAXIMUM INDEMNITY PER INSURED PERSON**

No person is eligible for coverage under more than one Certificate of insurance or insurance policy issued by the Insurer providing insurance coverage similar to that provided by this Certificate of insurance. In the event that an *Insured Person* is covered under more than one such Certificate or policy, such person shall be deemed to be insured only under the Certificate or policy which affords that person the greatest amount of insurance coverage.

The indemnity provided under the section «Specific Loss *Accident* Indemnity» for all losses sustained by any one (1) *Insured Person* as the result of any one (1) *Accident* will not exceed the Principal Sum stipulated in the section "Benefits".

The benefits, conditions and limitations are a summary of some of the provisions of the master Policy; however, they are not part of the Policy and are not terms of the insurance contract. This Certificate replaces any prior Certificate that may have been furnished in connection with the Policy.

## **INQUIRIES**

Should you have any questions or if you require additional information, please contact the Travel & Insurance Assistance Centre at these numbers :

**From Canada and the US: 1-888-823-9657**  
**All other locations: (416)-750-6138**