

Important Notice about Changes to your Scotiabank® American Express® Card Account and to the “Additional Terms and Conditions for Scotiabank American Express Cardmembers” section of the Scene+™ Program associated with your Account – Effective July 1, 2022.

Thank you for being a valued Scotiabank customer. We are writing to notify you of changes we are making to your Scotiabank American Express Card Account (the “Account”) and to the Scene+ rewards program (the “Program”) that is associated with your Account, in particular the “Additional Terms and Conditions for Scotiabank American Express Cardmembers” section of the Program Terms and Conditions.

**Please review this notice carefully and keep a copy for your records.
(a copy of it is available online at: scotiabank.com/amexchanges)**

Effective July 1, 2022, the following changes will be made to your Account:

- **Scene+ Points Earn Rate Changes:**
The “Additional Terms and Conditions for Scotiabank American Express Cardmembers” section of the Program for your Account is changing as follows:
 - **You will earn a new Accelerated Earn Rate of 2 Scene+ Points** for each \$1.00 in purchases¹ made on your Account for specific merchant categories in “grocery, dining and entertainment, gas, daily transit and select streaming services”.²
 - For all other eligible purchases, you will only earn **1 Scene+ Point** for each \$1.00 charged to your Account.
 - There are no changes to redemption rates for Scene+ Points you can redeem through the Program.

Please review the **Summary of Changes** comparison charts below in this notice for complete details of the above changes that apply to the Account and associated Program (*refer to the “Scene+ Program Changes”*). Visit www.sceneplus.ca/terms-and-conditions for the current Program Terms and Conditions.

- **Insurance Changes:**
Included Insurance Features are changing on your Account (*refer to the “Insurance Changes” below*).

SUMMARY OF CHANGES

Scene+ Program Changes

Amendments to the “Additional Terms and Conditions for Scotiabank American Express Cardmembers” of the Scene+ Program that apply to your Account. Below are the changes that will apply:

Terms and Conditions will be updated to reflect these changes effective July 1, 2022, as outlined below.	
Current “Additional Terms and Conditions for Scotiabank American Express Cardmembers” section of the Program until June 30, 2022	New “Additional Terms and Conditions for Scotiabank American Express Cardmembers” section of the Program Changes effective July 1, 2022 (Changes are <u>underlined</u>)
1.1 Scotiabank American Express Card You are awarded one (1) Scene+ Point for every \$1.00 in purchases of goods and services charged and posted to the Scotiabank American Express Account.	1.1 Scotiabank American Express Card <u>You are awarded two (2) Scene+ Points for every eligible \$1.00 purchase in grocery, dining, entertainment, gas, daily transit and select streaming services charged and posted to the Scotiabank American Express Account (the “Accelerated Earn Rate”)</u> You are awarded one (1) Scene+ Point for every \$1.00 in all other purchases of goods and services charged to the Scotiabank American Express Account (the “Regular Earn Rate”).
1.3 Spend Threshold for the Accelerated Earn Rate (Scotiabank Gold American Express Card only): The Accelerated Earn Rates for the Scotiabank Gold American Express Card applies to the first \$50,000 in purchases charged to the Scotiabank Gold American Express 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) Scene+ Point per \$1.00 in purchases charged and posted to the Scotiabank Gold American Express Account.	1.3 Spend Threshold for the Accelerated Earn Rate (Scotiabank Gold American Express Card and <u>Scotiabank American Express Card</u> only): The Accelerated Earn Rates for the Scotiabank Gold American Express Card <u>and Scotiabank American Express Card</u> applies to the first \$50,000 in purchases charged to the Scotiabank Gold American Express Account <u>or Scotiabank American Express Account, as applicable</u> , 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) Scene+ Point per \$1.00 in purchases charged and posted to the Scotiabank Gold American Express Account <u>or Scotiabank American Express Account, as applicable</u> .

Insurance Changes

Insurance benefit changes: Travel Emergency Medical Insurance, Trip Interruption Insurance, Common Carrier Travel Accident Insurance and Rental Car Collision/Loss Damage Insurance will be removed while Mobile Device Insurance will now be added to your insurance coverage on your Account.

Effective July 1, 2022, the following changes will apply:

- 1. Travel Emergency Medical Insurance, Trip Interruption Insurance, Common Carrier Travel Accident Insurance and Rental Car Collision/Loss Damage Insurance (Important Note: Benefits No Longer Included)**

Effective July 1, 2022, this insurance will no longer be included on your Credit card Account. Insurance claims on your Account, related to these travel insurance coverages, may be made if they meet the eligibility requirements on any eligible transaction charged to your Account until and including July 1, 2022.

For Travel Emergency Medical Insurance, Trip Interruption Insurance, Common Carrier Travel Accident Insurance, you must report your claim within 90 days and send us all proof within 1 year.

For Rental Car Collision/Loss Damage, you must call the administrator immediately if the vehicle sustains any damage. You must submit your claim within 90 days and send us all proof within 1 year.

If you have any questions, please contact the administrator* by calling 1-800-263-0997.

2. Mobile Device Insurance (New)

You will have Mobile Device Insurance[†] for new cellular phones, smartphones or tablets purchased on or after July 1, 2022, when you charge the full cost of your new mobile device to your Card or charge all of your wireless bill payments for such device to your Card when you fund such purchase through a plan. You may be covered for up to \$500 in the event your cell phone, smartphone or tablet is lost, stolen or accidentally damaged or experiences mechanical failure.

If you have any questions or to inquire about a claim, please contact the administrator by calling 1-800-263-0997.

For complete details regarding the changes mentioned in 1. and 2. above, please review the enclosed **Amended Certificate of Insurance**.

Questions or Concerns? If you have questions or if you do not agree with these changes, you must notify us within 30 days of the effective date of the changes. We can discuss an alternative product for you and if you still wish to close your Account, we will do so, without cost or penalty, and discuss payment options for any outstanding balance owing on your Account. If you have any questions, please visit **scotiabank.com/amexchanges**, your local branch or call us at 1-888-999-7185 and we would be happy to assist you.

¹ Scene+ Points are not awarded for cash advances, balance transfers, *Scotia*® Credit Card Cheques, returns, refunds or other similar credits, payments, fees, interest, or other charges on the Account. Cash advances include cash-like transactions which are monetary transactions posted to your Account and include wire transfers, foreign currency, travelers cheques, money orders and gaming chips.

² Purchases must be made at merchants classified through the American Express network with a Merchant Category Code (“MCC”) that identifies them in the American Express network in the “grocery”, “dining”, “entertainment”, “gas”, “daily transit” or “streaming services” category. Purchases at merchants where these categories are not their primary business do not qualify. Some merchants may (i) provide other goods or services; or (ii) have separate merchants located on their premises that may not be classified with an MCC under the Accelerated Earn Rate categories and such purchases will not earn the Accelerated Earn Rate as applicable.

All dollar amounts are in Canadian currency unless otherwise stated.

[†] Mobile Device Insurance is underwritten by First North American Insurance Company (FNAIC), a wholly-owned subsidiary of The Manufacturers Life Insurance Company (Manulife). The Bank of Nova Scotia is not an insurer. All insurance claims must be forwarded to the insurance administrator.

^{*} Claim payment and administrative services are provided by the administrator. Manulife has appointed Active Claims Management (2018) Inc., Operating as “Active Care Management”, “ACM”, “Global Excel Management” and/or “Global Excel” as the provider of all assistance and claims services.

® Registered trademarks of The Bank of Nova Scotia.

®* 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 trademark of SCENE IP LP, used under license.

AMENDED CERTIFICATE OF INSURANCE

This Amended Certificate of Insurance contains information about your insurance coverage provided by The Manufacturers Life Insurance Company and First North American Insurance Company (collectively, “**Manulife**”) under Group Policy No. BNS749 issued to The Bank of Nova Scotia effective as of July 1, 2021. Unless specifically amended herein, all other terms and conditions of insurance coverage remain unchanged. All capitalized terms used but not defined in this Amended Certificate of Insurance will have the meaning assigned to them in your existing Certificate of Insurance.

The head office for Manulife and FNAIC is located at 250 Bloor St. E. Toronto, Ontario M4W 1E5.

Please review this Amended Certificate of Insurance carefully and retain it along with your existing Certificate of Insurance for your complete records.

The following changes apply to your insurance coverage as of July 1, 2022:

1. The following section with the heading “Mobile Device Insurance” is hereby added to the Certificate:

Mobile Device Insurance

For Mobile Device coverage, Insured Person means the Cardmember.

The following terms apply to this certificate:

“Accidental Damage” means damage caused by an unexpected and unintentional external event, such as drops, cracks, and spills that occur during normal daily usage of a Mobile Device as the manufacturer intended.

“Household Member” means a spouse, parents, stepparents, grandparents, grandchildren, in-laws, natural or adopted children, stepchildren, brothers, sisters, stepbrothers and stepsisters whose permanent residence and address is the same as the Cardmember.

“Mobile Device” means a new cellular phone, smartphone or tablet (portable single-panel touchscreen computer), which has Internet-based and/or wireless communication capabilities, and which has not been purchased by a business and/or used for business or for commercial purposes.

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

“Plan” means a fixed-term contract offered by a wireless service Provider.

“Provider” means a Canadian wireless service Provider.

“Purchase Price” means the actual cost of a Mobile Device, including any applicable taxes, and less any Trade-In Credit(s) and costs or fees associated with the Mobile Device purchased such as insurance premiums, customs duty, delivery and transportation costs or similar costs or fees.

“Trade-In Credit(s)” means an in-store credit or certificate issued by a retailer of Provider to You when You trade-in an old mobile device.

1. ELIGIBILITY

You are eligible for Mobile Device Insurance when You purchase a new Mobile Device anywhere in the world, and you:

a) charge the Purchase Price to Your Account. If the Mobile Device is equipped with cellular data technology, You must also activate Your Mobile Device with a Provider; or

b) charge any portion of the Purchase Price that is required to be paid up-front to Your Account, fund the balance of the Purchase Price through a Plan, and charge all monthly wireless bill payments to Your Account for the duration of Your Plan; or

c) fund the full Purchase Price through a Plan and charge all the monthly wireless bill payments to Your Account for the duration of the Plan.

Note: To be eligible for this insurance, Scene+ Points cannot be used towards the purchase of a Mobile Device.

2. COVERAGE PERIOD

Mobile Device coverage takes effect on the later of:

a) 30 days from the date of purchase of Your Mobile Device; and

b) the date the first monthly wireless bill payment is charged to Your Account.

Mobile Device coverage ends on the earliest of:

a) two years from the date of purchase;

b) the date ONE monthly wireless bill payment was not charged to Your Account, if You are funding the cost of Your Mobile Device through a Plan;

c) the date the Account ceases to be in Good Standing; and

d) the date the Cardmember ceases to be eligible for coverage.

3. BENEFITS

If a Mobile Device is lost, stolen or suffers a mechanical breakdown or Accidental Damage, the Insurer will reimburse You the lesser of its repair or replacement cost, not exceeding the depreciated value[†] of Your Mobile Device at date of loss, less the deductible^{††}, to a maximum of \$500, subject to the Limitations and Exclusions below.

† The depreciated value of Your Mobile Device at date of loss is calculated by deducting from the Purchase Price of Your Mobile Device the depreciation rate of 2% for each completed month from the date of purchase.

†† The amount of the deductible is based on the Purchase Price of Your Mobile Device less any applicable taxes, as determined from the following table:

Purchase Price (Less Taxes)	Applicable Deductible
\$0 – \$200	\$25
\$200.01 – \$400	\$50
\$400.01 – \$600	\$75
\$600.01 or more	\$100

For example: If You purchase a new Mobile Device for a Purchase Price of \$800 (\$700 + \$100 in applicable taxes) on May 1, and file a claim on June 21 of the following year, the maximum reimbursement will be calculated as follows:

a) Calculation of the depreciated value of Your Mobile Device:

Purchase Price	\$800
Less depreciation cost (2% X 13 months X \$800)	<u>- \$208</u>
Depreciated value	\$592

b) Calculation of the maximum reimbursement:

Depreciated value	\$592
Less deductible	<u>- \$100</u>
Maximum reimbursement	\$492

In the event You file a valid repair claim and the total cost of repair is \$400, including applicable taxes, upon approval of Your claim, the maximum reimbursement available to You will be \$400.

In the event Your Mobile Device is lost or stolen and, upon approval of Your claim, You purchase a replacement Mobile Device for a price of \$800 including applicable taxes, the maximum reimbursement available to You will be \$492.

A replacement Mobile Device must be of the same make and model as the original Mobile Device, or in the event the same make and model is not available, of like kind and quality with comparable features and functionality as the original Mobile Device.

All claims are subject to the terms, conditions, and Limitations and Exclusions set out in this Certificate of Insurance.

4. LIMITATIONS AND EXCLUSIONS

This coverage complements but does not replace the manufacturer’s warranty or warranty obligations. This coverage does, however, provide certain additional benefits for which the manufacturer may not provide coverage. Parts and services covered by the manufacturer’s warranty and warranty obligations are the responsibility of the manufacturer only.

If you have one or more Scotiabank credit card account(s) providing Mobile Device Insurance, the maximum number of claims under all Your accounts is limited to one claim in any 12 consecutive month period and two claims in any 48 consecutive month period.

Mobile Device Insurance does not cover:

- a) accessories, whether included with Your Mobile Device in the original manufacturer’s package or purchased separately;
- b) batteries;
- c) Mobile Devices purchased for resale, professional or commercial use;
- d) used, previously owned or refurbished Mobile Devices;
- e) Mobile Devices that have been modified from their original state;
- f) Mobile Devices being shipped, until received and accepted by You in new and undamaged condition; and
- g) Mobile Devices stolen from baggage unless such baggage is hand-carried under the personal supervision of the Cardmember or the Cardmember’s travelling companion with the Cardmember’s knowledge.

No benefits are payable for:

- a) losses or damage resulting directly or indirectly from:
 - (i) fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, Mysterious Disappearance or inherent product defects;
 - (ii) power surges, artificially generated electrical currents or electrical irregularities;
 - (iii) any occurrence that results in catastrophic damage beyond repair, such as the device separating into multiple pieces;
 - (iv) cosmetic damage that does not affect functionality;
 - (v) software, cellular/wireless service provider or network issues; or
 - (vi) theft or intentional or criminal acts by the Cardmember or Household Members; and
- b) incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

5. GIFTS

Mobile Devices given as gifts are covered under Mobile Device Insurance provided all eligibility requirements are met. In the event of a claim, the Cardmember, not the recipient of the gift, must make the claim for benefits.

6. OTHER INSURANCE

Mobile Device Insurance benefits are in excess of all other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim.

The administrator will be liable only:

- for the amount of loss or damage over the amount covered under such other insurance, indemnity, warranty or protection and for the amount of any applicable deductible, and if all such other coverage has been claimed under and exhausted, and further subject to the terms and Limitations and Exclusions set out herein.

This coverage will not apply as contributing insurance notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

7. HOW TO MAKE A CLAIM

PRIOR to proceeding with any action or repair services or replacement of the Mobile Device, You must obtain the Insurer’s approval in order to ensure eligibility for payment of Your claim.

Immediately after learning of a loss or an occurrence which may lead to a loss covered under Mobile Device Insurance, but in no event later than 14 days from the date of loss, You must contact the administrator by calling **1-800-263-0997** to obtain a claim form. To file a claim online, please visit **www.manulife.ca/scotia**.

In the event of loss or theft, You must notify Your Provider to suspend Your wireless services within 48 hours of the date of loss. In addition, in the event of theft, You must also notify the police within seven days of the date of loss.

You must submit a completed claim form containing the time, place, cause and amount of loss, and provide documentation to substantiate Your claim including:

- a) the original sales receipt detailing the cost, date and description of purchase;
- b) the date and time you notified Your Provider of loss or theft;
- c) a copy of the original Manufacturer’s Warranty (for mechanical failure claims);
- d) a copy of the written repair estimate (for mechanical failure and Accidental Damage claims);
- e) if You charged the full Purchase Price to Your Account, the Account statement showing the charge;
- f) if Your Mobile Device was funded through a Plan, proof of uninterrupted monthly wireless bill payments charged to the Account for up to 12 months immediately preceding the date of loss;
- g) a police, fire, insurance claim or loss report, or other report of the occurrence of the loss sufficient for determination of eligibility for Mobile Device Insurance benefits.

For mechanical failure and Accidental Damage claims, You must obtain a written estimate of the cost to repair Your Mobile Device by a repair facility authorized by the original Mobile Device manufacturer. At its sole discretion, the administrator may ask You to return, at Your own expense, the damaged item on which a claim is based to the Insurer in order to support Your claim.

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

2. The sections with the headings “Travel Emergency Medical Insurance”, “Trip Interruption Insurance”, “Common Carrier Travel Accident Insurance ” and “Rental Car Collision/Loss Damage Insurance”, are hereby deleted from the Certificate.

The Manufacturers Life Insurance Company



Roy Gori
President and Chief Executive Officer

First North American Insurance Company



Alexander Lucas
President and Chief Executive Officer

Manulife, Manulife & Stylized M Design, and Stylized M Design are trademarks of The Manufacturers Life Insurance Company and are used by it, and by its affiliates under license.

All other trademarks are the property of their registered owners.