

Scotia Loan Protection

Certificate of Insurance

Please keep in a safe place.



Scotia® Loan Protection

Certificate of Insurance

The Canada Life Assurance Company certifies that the Insured(s) as named on the Schedule of Coverage are covered under and subject to the terms and conditions of:

Group Policy Number G/H 60335

issued to

The Bank of Nova Scotia

In this Certificate of Insurance ("Certificate") and Your Schedule of Coverage certain words have specific and defined meanings. For example, You and Your mean the Insured as named on the Schedule of Coverage, the Insurer means The Canada Life Assurance Company, and Scotiabank means The Bank of Nova Scotia. Please refer to the Schedule of Coverage, this Certificate of Insurance and the DEFINITIONS section at the end of this Certificate for other definitions.

The principal provisions of the Group Policy are outlined in the following pages. If there is any conflict between the terms and conditions of the Certificate of Insurance and those described in the Group Policy, the terms and conditions of the Group Policy shall govern. This Certificate of Insurance includes information on all insurance coverage available under the Group Policy, including those that You may not have selected. You may, at any time, request a copy of the Group Policy and any amendments made to it by calling **1-855-753-4272** or You may review the Group Policy by sending a written request to the Insurer's head office at the following address:

The Canada Life Assurance Company
Creditor Insurance Department
330 University Avenue
Toronto, Ontario M5G 1R8

NOTICE OF THIRTY DAY RIGHT TO EXAMINE COVERAGE

Within thirty (30) days of the Effective Date, You may cancel the coverage provided by calling 1-855-753-4272 or sending a written cancellation notice by mail to Insurance Canada Processing Centre, P.O. Box 1045, Stratford, Ontario, N5A 6W4. At such time, any premium paid will be refunded, and this Certificate will be deemed to be void from the Effective Date.

Per: **Paul A. Mahon**
President and Chief Executive Office
The Canada Life Assurance Company

Per: **Stefan Kristjanson**
President and Chief Operating Office
The Canada Life Assurance Company

THIS CERTIFICATE CONTAINS IMPORTANT INFORMATION.
PLEASE KEEP IN A SAFE PLACE.

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INTRODUCTION

Information regarding how Scotiabank and the Insurer protect and manage Your personal information is set out below in the paragraphs entitled "Privacy and Confidentiality – The Canada Life Assurance Company" and "Privacy – Scotiabank", respectively.

The insurance coverage provided under the Group Policy, as applicable, is referred to collectively in this Certificate as Scotia Loan Protection.

Scotia Loan Protection is an optional insurance product available to Scotiabank loan customers that provides a financial safety net during times of financial hardship caused by certain life events:

- Life insurance covers Your Outstanding Loan Balance if You die;
- Terminal Illness insurance covers Your Outstanding Loan Balance in the event You are Diagnosed with a Terminal Illness;
- Critical Illness insurance covers Your monthly Loan payment if You are diagnosed with a specified Critical Illness
- Disability insurance covers Your monthly Loan payment if You become Disabled; and
- Job Loss insurance covers Your monthly Loan payment if You involuntarily lose your job.

INSURANCE COVERAGE OPTIONS

There are two levels of protection offered under the Scotia Loan Protection plan:

Comprehensive Protection

Comprehensive Protection coverage provides the following insurance coverages:

- Life insurance;
- Terminal Illness insurance;
- Critical Illness insurance;
- Disability insurance; and
- Job Loss insurance.

Basic Protection

Basic Protection coverage provides Life insurance coverage only.

ELIGIBILITY

To be eligible to apply for coverage under Scotia Loan Protection, You must be the principal Borrower, co-borrower or guarantor on a Scotiabank Loan that is in Good Standing and have agreed to the terms and conditions of the Loan. A maximum of two people per eligible Scotiabank Loan can have insurance coverage.

At the date of application, You must be:

- at least eighteen (18) years old and less than seventy (70) years old; and
- a resident of Canada.

To apply for Comprehensive Protection, You must also be:

- Employed and actively working at least 20 hours per week for wages or expectation of profit and be able to perform the regular duties of Your occupation. If seasonally employed and on Your off season, You must be capable of performing Your regular job. To qualify as a Seasonal Employee, Your work season must have a beginning and end, and You must have a proven work history as a Seasonal Employee with the expectation of returning to the same occupation the next season; and
- not receiving disability benefits from any source.

Further, to be eligible for Job Loss coverage, you must be a Permanent Employee and you must NOT be a Seasonal Employee.

EFFECTIVE DATE OF COVERAGE

Your insurance coverage begins on the date Scotiabank receives and approves Your signed and dated Scotia Loan Protection application, or telemarketing enrolment record, or internet application.

The Effective Date of Your Coverage will be indicated on the Schedule of Coverage. You will receive confirmation of Your coverage and the Certificate of Insurance in the format of Your choosing (paper or electronic) within 30 days after Your Scotia Loan Protection application has been received and approved. All periods of coverage begin and end at 12:01 a.m. local time at Your last address on file.

A debit of insurance premium from Your account, or the collection of insurance premium in error, does not make insurance effective if You are otherwise not eligible or insurable for coverage.

TERMINATION OF COVERAGE

Your coverage under Scotia Loan Protection automatically terminates on the earliest of the following dates:

- the date of Your death;
- Your 75th birthday;
- the date of receipt of Your request to cancel Your coverage;
- the date when Your insurance premium payment is 90 days in arrears;
- the date Your Loan account is Refinanced for additional funds;
- the date Your Loan account is closed; or
- the date the Group Policy terminates.

Note: If two borrowers are insured and one borrower's insurance terminates after they have reached the maximum age for insurance coverage or request to cancel, the insurance will automatically change to individual insurance coverage for the other borrower. Premium rates are based on original insured age and original insured balance for the other borrower.

Reduction of Coverage

If You have Comprehensive Protection coverage, Comprehensive Protection coverage will cease and You will be automatically switched to Basic Protection coverage on the earliest of the following dates:

- Your 70th birthday; or

- the date You have reached the overall maximum benefit of 12 months of Disability benefits for Your lifetime, the overall maximum of 12 months of Job Loss benefits for Your lifetime, and the overall maximum of 12 months of Critical Illness benefits for Your lifetime.

PREMIUMS

For Comprehensive Protection:

The table below sets out the monthly Comprehensive Protection premium for every \$1,000 of Insured Loan balance for Life and Terminal Illness coverage and \$100 of monthly equivalent insurable benefit for Critical Illness, Disability and Job Loss coverage on the date Your Scotia Loan Protection application is approved.

| COMPREHENSIVE PROTECTION COVERAGE | | |
|-----------------------------------|-------------------------------|--|
| | Life and Terminal Illness | Critical Illness, Disability, Job Loss |
| Age | Premium Rate for Each Insured | Premium Rate for Each Insured |
| 18 – 30 | \$0.29 | \$2.09 |
| 31 – 35 | \$0.31 | \$2.25 |
| 36 – 40 | \$0.33 | \$2.43 |
| 41 – 45 | \$0.38 | \$2.78 |
| 46 – 50 | \$0.47 | \$3.37 |
| 51 – 55 | \$0.60 | \$4.27 |
| 56 – 60 | \$0.78 | \$5.51 |
| 61 – 65 | \$1.00 | \$7.02 |
| 66 – 69 | \$1.00 | \$7.06 |

Provincial sales tax will be added to Your premium where applicable.

If the loan amount is above the maximum amount of coverage of \$300,000, the premium will be calculated based on the maximum coverage amount of \$300,000. If the loan payment amount is above the maximum monthly payment amount of coverage of \$3,500, the premium will be calculated based on the maximum monthly payment coverage amount of \$3,500.

Example:

You are 41 years old and Your Loan balance at time of application is \$30,000 with a \$470 monthly Loan Payment. Your monthly insurance premiums would be \$24.47 $((\$0.38 \times \$30,000 \div \$1,000) + (\$2.78 \times \$470 \div \$100))$ plus any applicable sales taxes.

For Basic Protection:

The table below sets out the monthly Basic Protection premium for every \$1,000 of Loan balance on the date Your Scotia Loan Protection application is approved.

| BASIC PROTECTION COVERAGE | |
|---------------------------|-------------------------------|
| | Life |
| Age | Premium Rate for Each Insured |
| 18 – 30 | \$0.29 |
| 31 – 35 | \$0.31 |
| 36 – 40 | \$0.33 |
| 41 – 45 | \$0.38 |
| 46 – 50 | \$0.47 |
| 51 – 55 | \$0.60 |
| 56 – 60 | \$0.78 |
| 61 – 65 | \$1.00 |
| 66 – 69 | \$1.00 |

Provincial sales tax will be added to Your premium where applicable.

If the loan amount is above the maximum amount of coverage of \$300,000, the premium will be calculated based on the maximum coverage amount of \$300,000.

Example:

Suppose You are 41 years old and Your Loan balance at the time of application is \$30,000. Your insurance premium would be \$11.40 ($\$0.38 \times \$30,000 \div \$1,000$) plus any applicable sales taxes.

Premium Reduction

If You and another Borrower on the same Loan account applied for and are approved for insurance coverage, then the monthly premium for each insured will have a discount factor applied.

| Coverage Type | Discount Factor |
|---|-----------------|
| Both Borrowers have Comprehensive Protection coverage | 20% |
| Both Borrowers have Basic Protection coverage | 15% |
| One Borrower has Basic Protection coverage and one Borrower has Comprehensive Protection coverage | 18% |

BILLING

We will debit your insurance premiums, plus any applicable taxes from the same account from which Your loan Payments are debited, or from a different bank account you designate.

Loan Principal and Interest Payment Changes

When there is a pre-payment on the Loan of at least 10% of the current principal amount in a 12 month period, You may request that the Insurance premiums be recalculated for each insured based on current age and current loan balance. Only one such change may be made during any 12 month period (the loan anniversary period).

When there is a change in Your loan payment amount the Insurance premiums for Critical Illness, Disability, and Job Loss (if, applicable) will be recalculated for each insured based on current age and current loan payment. Life and Terminal Illness Insurance premiums will remain the same.

APPLYING FOR BASIC OR COMPREHENSIVE COVERAGE

Your insurance coverage is automatically approved, up to a maximum of \$300,000 on the date that Scotiabank receives Your signed and dated Scotia Loan Protection application, or telemarketing enrolment record, or internet application.

LIFE INSURANCE

What Is the Life Insurance Benefit?

Provided that You have applied and been approved for Comprehensive Protection coverage or Basic Protection coverage and You meet the terms and conditions of the Certificate of Insurance, when You die, the Insurer will pay Scotiabank the Outstanding Loan Balance owing on Your date of death, up to a maximum of \$300,000.

When the Life Insurance Benefit Will Not Be Paid

The life insurance benefit is **not** payable if death resulted from events directly or indirectly related to, arising from, following your participation or attempted participation in, caused by or contributed to, by, or associated with:

- intentionally self-inflicted injury, suicide or attempted suicide (whether You are aware or not aware of the result of Your actions, regardless of Your state of mind), within the first 24 months following the Effective Date of Your coverage;
- war whether declared or undeclared unless You are on active military duty as a member of the Canadian Forces or Canadian Forces Reserve;
- Your use of **any** drug, poisonous substance, intoxicant or narcotic, unless taken according to the instructions of Your Doctor;
- Your operation of **any** motorized vehicle or watercraft while Your ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the death occurred; or
- Your commission or attempted commission of a criminal offence.

The life insurance benefit is **not** payable if:

- You die within 12 months of the Effective Date and the cause of Your death is from or is related to a pre-existing condition.

A pre-existing condition is a health condition, illness, disease or injury, whether diagnosed or undiagnosed, for which You have:

- consulted with a doctor,
- had medical investigations,
- received advice, care and/or service, or received treatment, including taking any kind of medication or injection, with, by or from a Doctor or other health practitioner, at any time during the 12 months before the Effective Date.

TERMINAL ILLNESS

What is the Terminal Illness Benefit?

Provided that You have applied and been approved for Comprehensive Protection and the terms and conditions of the Certificate of Insurance are met, if You are Diagnosed with a Terminal Illness, the Insurer will pay Scotiabank the Outstanding Loan Balance on the date of Diagnosis, up to a maximum of \$300,000.

What is a Terminal Illness?

A Terminal Illness is an illness that has been determined by a Doctor in writing to likely result in death within one year of Diagnosis.

When the Terminal Illness Benefit Will Not Be Paid

The Terminal Illness benefit is not payable if the Terminal Illness resulted from events directly or indirectly related to, arising from, following Your participation or attempted participation in, caused by or contributed to, by, or associated with:

- intentionally self-inflicted injury or attempted suicide (whether You are aware or not aware of the result of Your actions, regardless of Your state of mind), within the first 24 months following the Effective Date of Your coverage;
- war whether declared or undeclared unless You are on active military duty as a member of the Canadian Forces or Canadian Forces Reserve;
- Your use of **any** drug, poisonous substance, intoxicant or narcotic, unless taken according to the instructions of Your Doctor;
- Your operation of **any** motorized vehicle or watercraft while Your ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the diagnosis occurred;
- Your commission or attempted commission of a criminal offence; or
- drug or alcohol abuse.

The Terminal Illness benefit is **not** payable if death occurs within 30 days after Diagnosis.

The Terminal Illness benefit is **not** payable if the evaluation of the medical problem or of symptoms of a medical problem, or any medical consultation or tests, related to or leading to the Diagnosis of a Terminal Illness was initiated prior to the date You completed and signed Your Scotia Loan Protection Application, or completed a telemarketing enrolment record or completed an internet application.

Only one Terminal Illness benefit may ever be payable per Insured Person.

CRITICAL ILLNESS INSURANCE

What is the Critical Illness Insurance Benefit?

Provided that You have applied and been approved for Comprehensive Protection and You meet the terms and conditions of the Certificate of Insurance, if You are diagnosed with a Critical Illness prior to Your 70th birthday, the Insurer will pay Scotiabank the Insured Loan payment, up to a maximum of \$3,500, plus Your insurance premium under Scotia Loan Protection coverage, every month, up to a maximum of 12 months per Insured Person per lifetime.

If You are being paid Critical Illness Insurance benefits and You advise Scotiabank of Your intention to discharge Your Insured Loan prior to 12 months of benefits being paid, the lesser of the total amount of benefits remaining to be paid or the Outstanding Loan Balance will be paid as a lump sum to reduce the principal of Your Insured Loan upon discharge.

What is a Critical Illness?

Only specific Critical Illnesses are covered. Covered Critical Illnesses are as follows:

Heart attack means the death of a portion of the heart muscle (myocardial infarction) due to an inadequate blood supply to the relevant area due to a blockage of one or more coronary arteries. This Diagnosis must be based on:

- new (after the attack) electrocardiographic (ECG) changes consistent with a Heart attack; and
- elevation of cardiac (heart) bio-markers and/or enzymes.

Diagnosis must be made by a Doctor who is a specialist in internal medicine or a cardiologist.

Stroke means a cerebrovascular incident caused by a hemorrhage, or by infarction of brain tissue due to intracranial thrombosis or embolization (a lack of circulation of blood to the brain caused by a blood clot, air bubble or other object) from an extra-cranial source. A Stroke does not include a transient ischemic attack (TIA), also referred to as a mini stroke. Lacunar infarcts alone that are not compatible with the current cerebrovascular signs and symptoms are not considered satisfactory evidence of a Stroke.

This Diagnosis must be made by a Doctor and supported by medical evidence of measureable, objective neurological deficit. This deficit must have continued for at least 30 consecutive days and must be considered to be permanent.

Cancer means a malignant tumour characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue. This Diagnosis must be made in writing by a Doctor who is a certified oncologist. The following conditions or forms of cancer are excluded from the definition of cancer

- Stage A prostate Cancer;
- Non-invasive Cancer in situ (i.e. not spreading);
- Pre-malignant lesion, benign tumours or polyps;
- Any tumours in the presence of any human immunodeficiency virus (HIV); and

- Any skin Cancer other than invasive malignant melanoma more than 1.0 mm in depth.

When do Critical Illness Benefits Begin?

Once the Insurer has approved Your Critical Illness claim, the Insurer will pay the Critical Illness benefit beginning on Your first scheduled insured Scotiabank loan payment date after the end of the 60-day Qualifying Period. The Qualifying Period is the period starting on the date You are Diagnosed with a Critical Illness and ending on the date You qualify for benefits. Critical Illness benefits will be payable retroactive to the date of Your diagnosis.

The claim payment will be pro-rated if a Critical Illness benefit is payable for a portion of a loan payment billing cycle. You are responsible for making Your regular loan payments during the Qualifying Period and until the Insurer approves Your claim.

When Your Critical Illness Benefit Will Not Be Paid:

The Critical Illness insurance benefit is not payable if the Critical Illness resulted from events directly or indirectly related to, arising from, following your participation or attempted participation in, caused by or contributed to, by, or associated with:

- intentionally self-inflicted injury or attempted suicide (whether You are aware or not aware of the result of Your actions, regardless of Your state of mind), within the first 24 months following the Effective Date of Your coverage;
- war whether declared or undeclared unless You are on active military duty as a member of the Canadian Forces or Canadian Forces Reserve;
- Your use of **any** drug, poisonous substance, intoxicant or narcotic, unless taken according to the instructions of your Doctor;
- Your operation of **any** motorized vehicle or watercraft while Your ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the diagnosis occurred; or
- Your commission or attempted commission of a criminal offence.

The Critical Illness insurance benefit is not payable if death occurs within 30 days after Diagnosis of a Critical Illness or within 30 days after undergoing Surgery.

The Critical Illness insurance benefit is not payable if the evaluation of the medical problem or of symptoms of a medical problem, or any medical consultation or tests, related to or leading to the Diagnosis of a Critical Illness was initiated prior to the date You completed and signed Your Scotia Loan Protection Application, or completed a telemarketing enrolment record or completed an internet application.

The Insurer will not pay a claim for Critical Illness if, within the 30 days after the Effective Date of Your coverage:

- the Diagnosis of the Critical Illness was made;
- any evaluation of a medical problem or symptoms of a medical problem leading to the Diagnosis of the Critical Illness was initiated; or
- any medical consultation or tests leading to the diagnosis of the Critical Illness was initiated.

DISABILITY

What is the Disability Benefit?

Provided that You have applied and been approved for Comprehensive Protection and You meet the terms and conditions of the Certificate of Insurance, when You become Disabled and Your Disability claim is approved by the Insurer, the Insurer will pay Scotiabank the Insured Loan payment, up to a maximum of \$3,500, plus Your insurance premium under Scotia Loan Protection coverage, for every month that You are Disabled following the 60-day Qualifying Period, up to a maximum of 12 months per Disability.

The maximum monthly benefit will be paid for up to a maximum of 12 months per Insured Person, per Scotiabank Loan, per Disability.

The overall maximum Disability benefit is 12 months of Disability benefit payments over Your lifetime, no matter how many separate instances of Disability are incurred.

What is a Disability?

A Disability is a medical impairment due to injury, disease, or sickness that completely prevents You from performing:

- the duties of the occupation You were engaged in immediately before the date You became Disabled;
- Your principal occupation, if You are a Seasonal Employee and became Disabled between seasons; or
- Your occupation prior to retirement.

To qualify for Disability benefits and to continue to receive these benefits, You must be Disabled and:

- be under the continuous care of and following the treatment prescribed by a Doctor; or, in the case of mental illness or nervous disorder including anxiety, depression and behavioural disorders, be under the continuous care of and following the treatment prescribed by a Doctor who specializes in psychiatry;
- not be engaged in any business, occupation, undertaking or activity for wages or expectation of profit; and
- provide proof of Your Disability claim satisfactory to the Insurer.

The Insurer may request, at its own expense, a medical examination by a Doctor appointed by them.

When do Disability Benefits Begin?

Once the Insurer has approved Your Disability claim, the Insurer will pay the Disability benefit beginning on Your first scheduled Scotiabank Loan payment date after the end of the 60-day Qualifying Period. The Qualifying Period is the period of continuous Disability beginning on the date You become Disabled and ending on the date You qualify for benefits. Disability benefits will be payable retroactive to the date You became Disabled.

The claim payment will be pro-rated if a Disability benefit is payable for a portion of a Loan payment billing cycle. You are responsible for making Your regular Loan payments during the Qualifying Period and until the Insurer approves Your claim.

When do Disability Benefits End?

Disability benefits will be paid until the earliest of the following events

- Your Disability ends or You return to work;
- You are engaged in any business, occupation, undertaking or activities for wages or expectation of profit
- You have received 12 months of Disability benefit payments per Insured Person, per Loan, per Disability or for Your lifetime;
- Your 70th birthday;
- Your Insured Loan is paid in full;
- the date Your Loan account is Refinanced for additional funds
- the date Your Loan account is closed;
- You are no longer under the care of and following the treatment prescribed by, a Doctor; or, in the case of mental illness or nervous disorder including anxiety, depression and behavioural disorders, be under the continuous care of and following the treatment prescribed by a Doctor who specializes in psychiatry;
- You refuse to submit to a medical exam by a Doctor selected by the Insurer;
- You fail to provide proof of continuing Disability satisfactory to the Insurer; or
- The termination of Your insurance coverage under the Scotia Loan Protection plan for reasons other than the termination of the Group Policy (see "Termination of Coverage").

Recurring Disabilities

If the same Disability recurs within 21 consecutive days of Your recovery or Your return to work and lasts a minimum of 7 consecutive days, Your Disability will be treated as a continuation of the same claim but no benefits will be payable for the period You worked or otherwise did not meet the definition of Disability. Your Disability benefit payments will begin again after You have provided proof to the Insurer of the recurrence of Your Disability.

When Your Disability Benefit Will Not Be Paid:

The Disability insurance benefit is not payable if Your Disability resulted from events directly or indirectly related to, arising from, following Your participation or attempted participation in, caused by or contributed to, by, or associated with:

- normal pregnancy;
- elective cosmetic Surgery or experimental Surgery or treatment;
- intentionally self-inflicted injury or attempted suicide (whether You are aware or not aware of the result of Your actions, regardless of Your state of mind), within the first 24 months following the Effective Date of Your coverage;
- war whether declared or undeclared unless You are on active military duty as a member of the Canadian Forces or Canadian Forces Reserve;

- Your use of **any** drug, poisonous substance, intoxicant or narcotic, unless taken according to the instructions of Your Doctor;
- Your operation of **any** motorized vehicle or watercraft while Your ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the disability occurred;
- Your commission or attempted commission of a criminal offence; or
- drug or alcohol abuse.

The Disability insurance benefit is **not** payable if:

- You become Disabled within 12 months of the Effective Date and the cause of Your Disability results from or is related to a pre-existing condition.

A pre-existing condition is a health condition, illness, disease or injury, whether diagnosed or undiagnosed, for which You have:

- consulted with a doctor,
- had medical investigations,
- received advice, care and/or service, or
- received treatment, including taking any kind of medication or injection, with, by or from a Doctor or other health practitioner, at any time during the 12 months before the Effective Date.

JOB LOSS

What is the Job Loss Benefit?

Provided that You have applied and been approved for Comprehensive Protection and You meet the terms and conditions of the Certificate of Insurance, if You involuntarily lose Your job and Your Job Loss claim is approved by the Insurer, the Insurer will pay Scotiabank the Insured Loan payment, up to a maximum of \$3,500, plus Your insurance premium under Scotia Loan Protection coverage, for every month that You are unemployed following the 60-day Qualifying Period, up to a maximum of 6 months per occurrence of Job Loss.

The maximum Job Loss monthly benefit will be paid for up to a maximum of 6 months per Insured Person, per Scotiabank Loan, per incidence of Job Loss.

The overall maximum Job Loss benefit is 12 months of Job Loss benefit payments over Your lifetime, no matter how many separate instances of Job Loss are incurred.

What is a Job Loss?

A Job Loss occurs when Your employment is involuntarily terminated by Your employer (not for cause) or You are permanently laid off.

To qualify for Job Loss benefits and to continue to receive these benefits, You must:

- have been employed in Your own occupation for a minimum of 180 consecutive days for a salary or other form of remuneration on a full-time basis for one or more employers, at least 20 hours each week immediately prior to the date of your Job Loss. The 20 hour work requirement is continuous and must not be calculated through averaging; and

- if self-employed, have worked for income to be received from a trade or profession in which You were engaged, a partnership in which You were a partner, Your own business, or a private company or other entity in which You had an ownership interest; and
- provide proof that You are eligible and have registered to receive Government of Canada Employment Insurance Benefits

When do Job Loss Benefits Begin?

Once the Insurer has approved Your Job Loss claim, the Insurer will pay the Job Loss benefit beginning on Your first scheduled Scotiabank Loan payment date after the end of the 60-day Qualifying Period. Qualifying Period means the period of continuous unemployment following the last date worked and ending on the date You qualify for benefits. Job Loss benefits will be payable retroactive to the date You became unemployed.

The claim payment will be pro-rated if a Job Loss benefit is payable for a portion of a Loan payment billing cycle. You are responsible for making Your regular Loan payments during the Qualifying Period and until the Insurer approves Your claim.

When do Job Loss Benefits End?

Job Loss benefits will be paid until the earliest of the following events

- the date You return to work, or participate in any business or occupation for wages or profit
- You have received 6 months of Job Loss benefit payments per Insured Person, per Loan, per incidence of Job Loss;
- You have received an overall maximum of 12 months of Job Loss benefit payments for Your lifetime;
- Your 70th birthday;
- Your Insured Loan is paid in full;
- the date Your Loan account is Refinanced for additional funds
- the date Your Loan account is closed;
- You fail to provide satisfactory proof of Your continuing eligibility of Employment Insurance benefits
- You fail to provide satisfactory proof of Your continuing Job Loss; or
- termination of Your insurance coverage under the Scotia Loan Protection plan for reasons other than the termination of the Group Policy (see "Termination of Coverage").

Repeated Job Loss

If a monthly Job Loss benefit has been paid in respect of a Job Loss claim (referred to in this section as the "prior Job Loss claim"), You may only submit another Job Loss Claim after 180 days have passed since the termination of those benefits.

The total benefits for the prior and a repeated Job Loss claim combined shall not exceed the maximum lifetime Job Loss benefit amount of 12 months.

When Your Job Loss Benefit Will Not Be Paid

The Job Loss benefit is **not** payable if:

- You became unemployed within 90 days of the Effective Date of coverage;
- You knew that You were about to become unemployed at the time of application for coverage;
- You fail to provide satisfactory proof of Your eligibility of Employment Insurance benefits;
- You are laid off from seasonal work, or are terminated from contract work;
- You are on maternity or parental leave or leave of absence; or
- Your Job Loss is the direct or indirect result of:
 - o Resignation or retirement from employment;
 - o Dismissal from employment for cause;
 - o A Disability for which benefits are payable through this insurance;
 - o A strike or lockout.

MULTIPLE CLAIMS

Any benefit payable under any one of the insured events shall not be payable under another insured event for the same cause. Only one benefit is payable under this Certificate at a time.

If You and Your co-borrower on the Insured Loan both die within 30 days of each other, and a death benefit would, except for this section, otherwise be payable, Scotia Loan Protection will only pay the benefit payable, if any, in respect of the first person to die or diagnosed with a Terminal Illness. If either You or Your co-borrower are receiving a monthly Critical Illness benefit, Disability benefit, or Job Loss benefit and the second person dies or is diagnosed with a Terminal Illness, the monthly benefits will cease if the death or Terminal Illness benefit is payable.

If either a monthly Critical Illness benefit, Disability benefit, or Job Loss benefit would be payable for both You and the co-borrower on the Insured Loan with respect to the same or overlapping periods of time, the benefit for the first person who incurs a claim will be determined in the usual manner under the applicable benefit provision. For the second person who incurs a claim, a claim for benefits will only be considered once the monthly benefits for the first person have ceased. However, for both claims, benefits will not exceed \$3,500 per month per Loan and will not exceed the lesser of the Outstanding Loan Balance or \$300,000.

Example:

You incur a Job Loss and Your claim is payable for a total of 6 months. In month 4 of Your claim, Your co-borrower becomes disabled. Your co-borrower's Disability claim will be considered for payment only after Your Job Loss claim is terminated. If your Job Loss claim terminated after month 6, Your co-borrower's Disability claim would be considered for payment for up to 12 months.

HOW TO MAKE A CLAIM

Notice of Claim and Claim Forms

In the event of a claim, You or Your representative can request a claim form by calling 1-855-753-4272. Any written notice must include the Group Policy number Canada Life G/H 60335.

You or Your representative will receive the claim forms and an attending physician statement with instructions for filing the claim. You must complete the claim form and forward it to the Insurer with any supporting documents specified on the claim form.

You or Your representative are responsible for any costs of having the claim form completed.

Proof of Claim

To make a Life insurance claim, You or Your representative must complete the claim form and submit it to the Insurer within one year following the date of death of the Insured Person. After this one year period, a life insurance claim will only be considered if You or Your representative can provide the Insurer with a written reasonable cause for delay.

To make a Terminal Illness, Critical Illness, Disability, or Job Loss claim, You or Your representative must complete the claim form within 150 days of the date of Diagnosis of a Terminal Illness, Diagnosis of a Critical Illness, date of Disability, or date of Job Loss, and forward it to the Insurer. The medical information must be completed by the Doctor who is actively caring for You. If the Insurer does not receive notice of claim within the specified time, they will only process the claim if You can provide them with a written reasonable cause for delay.

Rights of Examination

The Insurer may ask You to have a medical examination by a Doctor of the Insurer's choice. The Insurer will pay for this examination, but will not pay any benefits if You refuse to have the examination. In the event of a death claim, the Insurer has the right, where allowed by law, to ask for an autopsy.

Payments Until Decision Is Made

You are responsible for continuing to make the regular Loan payments until a decision is made by the Insurer on any claim submitted under this Certificate of Insurance.

HOW TO CANCEL COVERAGE

You may cancel the insurance coverage at any time by calling:

1-855-753-4272

8:00 a.m to 8:00 p.m (ET)

Monday to Friday

or by sending a written notice by mail to:

Insurance Canada Processing Centre
P.O. Box 1045
Stratford, Ontario
N5A 6W4

Insurance coverage will end on the later of the following dates:

- The date stated in Your cancellation request; or
- The date Scotiabank receives and processes this request.

If Scotiabank receives the notice of cancellation within 30 days of the later of the date the application form is completed, or the date of approval of insurance, this insurance will be considered never to have been in force and all premiums paid will be refunded.

OTHER IMPORTANT INFORMATION

Premium Rate Changes

The Scotia Loan Protection premium rates are subject to change from time to time. Written notice will be sent to Your address as it appears on file, at least 60 days before the premium rate is changed. Except where the Group Policy is amended to change the benefits or Eligibility criteria, or a change in legislation or regulation directly affects the insurance coverage provided under the Group Policy, the Premium rate will not be changed more than once in any twelve (12) month period.

Misstatement of Age

If You have misstated Your age, and Your true age would have made You ineligible for this insurance, Canada Life's liability will be limited to a refund of premiums paid.

If Your age has been misstated and You would have been eligible for insurance based on Your correct age, Your correct age will be used to determine whether to pay any benefit

Misrepresentation

Any concealment, misrepresentation, or false declaration on either the Scotia Loan Protection application or in any medical evidence or statement submitted in connection with the application will make the coverage null and void.

Contract Details

The contract of insurance includes the Group Policy, any amendments to the Group Policy and any form of application used for enrolment, such as an internet application, a branch application or a telemarketing enrolment record.

Scotiabank and the Insurer may agree from time to time to amend the Group Policy. No amendment is valid unless the authorized representatives of Scotiabank and the Insurer approve it. You will be given 60 days prior written notice of an amendment. You will be deemed to have received such notice on the fifth business day after it is mailed or electronically delivered to Your address as it appears on file.

All rights and obligations under the Group Policy will be governed by the laws of Canada and the provincial jurisdiction in which You reside.

You have the right to examine and obtain a copy of the Group Policy and certain other written statements or records You have submitted to the Insurer (if any), subject to certain access limitations.

Scotiabank receives an administration fee from the Insurer to distribute Scotia Loan Protection coverage.

Administrative Error

If Scotiabank or the Insurer make any administrative errors in maintaining any records concerning the Group Policy, such errors will not alter or invalidate Your coverage or continue coverage that would otherwise not be insurable or eligible for coverage or terminated for valid reasons.

Examples of an “administrative error” include, but are not limited to:

- collecting an insurance premium in error,
- having an incomplete or incorrect address on file, or
- documenting an Insured Person’s date of birth incorrectly (which may result in an incorrect premium calculation or change an Insured Person’s eligibility).

Contestability of Coverage

The coverage under the Group Policy shall be contestable in accordance with applicable laws in the jurisdiction where the Insured resides.

Currency

All payments to be made under the Group Policy shall be payable in the lawful currency of Canada.

Prohibition against Assignment

You cannot assign or give Your rights and interests with respect to the insurance coverage to anyone else.

Privacy and Confidentiality – The Canada Life Assurance Company

At Canada Life (“we” or “us” in this section), we’re committed to protecting Your personal information and respecting Your privacy. Your personal information is stored in secure and confidential records. When applicable, this will include information about Your spouse, common-law partner, dependents and beneficiaries.

The personal information we collect and maintain is used to administer Your products or services, and help us analyze and optimize customer service and business processes.

Personal information may be disclosed to paramedical examiners, medical labs, medical information bureau, technology suppliers, other financial institutions, other insurers, reinsurers, and government departments and agencies, where required for the administration of Your products or services. For more information, refer to our Privacy guidelines. Personal information may be collected or communicated outside of Canada or outside Your province of residence as part of day-to-day business.

It's important that personal information is accurate and up to date. You can access and correct personal information, subject to certain restrictions. For a copy of our Privacy guidelines or questions about our personal information policies and practices, including the use of service providers and Your privacy rights, contact our Privacy Officer at privacy@canadalife.com or visit canadalife.com/privacy.

Privacy – Scotiabank

The **Scotiabank Privacy Agreement** forms part of this Certificate. For a full explanation about how, when and why Scotiabank (or “we” or “us” in this section) may collect, use and share Your information, as well as Your rights relating to that information, please visit www.Scotiabank.com/privacy or any Scotiabank branch for a paper copy.

Information we collect about You: Information that we hold about You may come from You directly; however, we may also collect information about You from other sources, including information from credit reporting agencies, people appointed to act on Your behalf, our social media pages, or other banks or finance-related organizations. We and our insurance providers require personal information to assess insurance risk and to establish and administer insurance coverage, including the assessment of claims.

How we use Your information: We may collect, use and exchange personal information for the following purposes: to set up, manage and offer products or services that meet Your needs; to confirm Your identity; to determine Your eligibility or suitability for our products or services; to understand Your needs; to meet our legal and regulatory requirements; to manage and assess our risks; to prevent or detect criminal activity; and to identify and correct any errors. We may also use Your information to send you messages to inform You about product or service features or to tell You about products and services (including those of other companies) that may be of interest to You.

With whom we share Your information: We will keep Your information confidential, but we may share it with third parties (who also have to keep it secure and confidential) in certain circumstances, including: Our service providers and their agents, fraud prevention agencies, and other banks or finance-related organizations. The Bank of Nova Scotia and the insurer will use and exchange relevant information about You for the purpose of underwriting, administering and adjudicating claims under the Group Policy issued by the insurer. The insurer’s handling of Your personal information is detailed in their Privacy Policy, which will be made available to You.

Keeping Your information: We will keep Your information for as long as You are our customer. Once our relationship has ended, we will only keep Your information for so long as is appropriate for the type of information, and the purpose for which we’re retaining it. The period we keep your information for is generally linked to the amount of time available for You to bring a legal claim. We may keep the information longer than this if there an existing claim or complaint that will require us to keep Your information, or for regulatory or technical reasons. If we do keep it for a longer period, we will continue to protect Your information.

Your rights and how to refuse or withdraw Your consent: You have certain rights over the personal information we hold about You, including the right to ask for a copy of the information, to correct or rectify personal information that we hold about You, or not to use Your information for a particular purpose (i.e., withdraw consent). Note that Your ability to exercise these rights will depend on a number of factors, and in some situations, and we may not be able to agree to Your request. You can refuse to consent to our collection, use or disclosure of Your personal information, or You may withdraw Your consent to our further collection, use or disclosure of Your personal information at any time by giving us reasonable notice, subject to limited exceptions. To understand how to go about withdrawing your consent, or to find out more about any of the items described in this section, please visit www.Scotiabank.com/privacy or any Scotiabank branch for a copy of our Privacy Agreement.

Language

Quebec Residents Only / Résidents du Québec seulement: You expressly request and agree to be bound exclusively by the English version of this agreement and that all related documents, including any notices, be drafted in English only. Vous demandez expressément et acceptez d'être lié exclusivement par la version anglaise de cette demande et que tous les documents qui s'y rattachent, y compris tous avis, soient rédigés en anglais seulement.

Limitation of Actions

No action at law or in equity shall be brought to recover on this Certificate prior to the expiration of 60 days after written proof of claim has been furnished in accordance with the requirements of the Group Policy. No such action shall be brought after the expiration of 1 year (or the minimum period of time provided under the laws of the Province or Territory where You reside should such period of time be more than 1 year) after the time written proof of claim is required to be furnished by the Group Policy.

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 (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), or in other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

Scotiabank Complaint Procedures

If You have an inquiry about any aspect of this insurance coverage on Your Scotiabank Loan account, please call **1-855-753-4272** between 8:00 a.m and 8:00 p.m (ET), Monday to Friday.

If You have a complaint or wish to access Scotiabank's complaint handling process, visit www.scotiabank.com/resolvingyourcomplaint or obtain the "Resolving Your Complaints" brochure from Your local Branch.

You may also contact the Insurer directly:

Canada Life Complaints Procedures

For complaints regarding underwriting decisions or insurance claims under Your Scotia Loan Protection coverage please call Canada Life at **1-800-380-4572**.

If Your complaint or inquiry pertains to any consumer provision found in federal law please contact the Financial Consumer Agency of Canada at **1-866-461-3222** or in writing at:

Financial Consumer Agency of Canada
427 Laurier Avenue West, 6th Floor
Ottawa, Ontario K1R 1B9

DEFINITIONS

The following words, when used in this Certificate of Insurance or the Schedule of Coverage, have the following meanings:

Borrower means the principal Borrower, co-borrower, or guarantor on a Loan account.

Diagnosis or Diagnose means written Diagnosis confirmed by a Doctor of Your Terminal Illness or Critical Illness. The date of Your Diagnosis will be the date the Diagnosis is made by Your Doctor, as supported by Your medical records. The evaluation of a medical problem or of symptoms of a medical problem, or any medical consultation or test, leading to this Diagnosis must begin after the date You complete and sign Your Scotia Loan Protection Application or telemarketing enrolment record or internet application, for us to consider paying a benefit.

Disability or Disabled means medical impairment due to injury, disease, or sickness that completely prevents You from performing:

- the duties of the occupation You were engaged in immediately before the date You became Disabled;
- Your principal occupation, if You are a Seasonal Employee and became Disabled between seasons; or
- Your occupation prior to retirement.

Doctor means a physician or a surgeon, legally licensed and practicing medicine in Canada. The Doctor must be someone other than yourself or business associate or a member of Your immediate family. Immediate family includes any of Your spouse, parent or stepparent, child or stepchild, brother or sister, stepbrother or stepsister, brother-in-law or sister-in-law, father-in-law or mother-in-law, and son-in-law or daughter-in-law.

Effective Date means the date Your insurance coverage begins, as specified in the Schedule of Coverage as the Effective Date.

Good Standing Your Scotiabank Loan is considered to be in Good Standing as long as the payments are not past due, the account is not charged-off or closed.

Group Policy means Group Policy number G/H 60335 for coverage provided by The Canada Life Assurance Company issued to the Bank of Nova Scotia.

Insured Loan means a loan insured under Scotia Loan Protection and named as the "Insured Loan" on the Schedule of Coverage.

Insured Person means the customer noted as the Borrower whose application for insurance has been accepted and who is named the "Insured" on the Schedule of Coverage.

Insurer means The Canada Life Assurance Company.

Job Loss means that Your employment was terminated involuntarily by Your employer (not for cause), including permanent layoff, and You are eligible to receive Government of Canada Employment Insurance Benefits.

Outstanding Loan Balance means the unpaid balance of the Insured Loan on the date of Your death, Diagnosis of a Terminal Illness, Critical Illness, Disability, or date of Job Loss, as applicable.

Permanent Employee means being hired by an employer for a position/employment that has no pre-determined time limit or end date and is not seasonal.

Qualifying Period means the 60-day period of continuous Disability beginning on the date You became Disabled and ending on the date You qualify for Disability benefits, or the 60-day period of continuous unemployment beginning on the date You became unemployed and ending on the date You qualify for Job Loss benefits, or the 60-day period beginning on the date You are diagnosed with a Critical Illness and ending on the date You qualify for Critical Illness benefits.

Refinanced means renegotiating the amount of Your Loan to add new funds. Schedule of Coverage means the schedule included with this Certificate of Insurance which indicates the name of the Insured, and the Effective Date of Coverage.

Scotiabank means The Bank of Nova Scotia.

Seasonal Employee means a person who is employed only in certain seasons or whose employment is dependent on seasonal weather or seasonal activities. Examples of seasonal workers may include, but are not limited to construction workers, landscapers, and roofers.

Surgery means You undergo Surgery performed by a Doctor in Canada, or in another country that the Insurer approves. The evaluation of the medical problem or symptom of the medical problem leading to the Surgery must begin after the date You complete and sign Your Scotia Loan Protection Application in order that a benefit be paid. In addition, the Surgery must be performed while Your coverage is in effect.

Terminal Illness means an illness that has been determined by a Doctor in writing to likely result in Your death within one year of Diagnosis.

You or Your means the Insured, as named in the Schedule of Coverage.

To simplify your insurance, visit us at:
scotiabank.com

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