Scotia Momentum®
for business No Fee
Visa* Card
Certificates of Insurance

SCOTIA MOMENTUM® *FOR BUSINESS* NO FEE VISA* CARD CERTIFICATES OF INSURANCE

EFFECTIVE DATE: JULY 17, 2026

IMPORTANT INFORMATION
PLEASE READ THESE CERTIFICATES OF INSURANCE CAREFULLY AND KEEP THEM IN A SAFE PLACE.

To read these Certificates of Insurance in French, visit:

www.manuvie.ca/assurance-cartes-credits-banque-scotia

Your credit card includes insurance coverage – what's next? It is in *your* best interest to know what is included in *your* Certificates of Insurance, what is excluded, and what is limited, meaning benefits payable but with limits. Please take time to read through *your* Certificates of Insurance. **Words in *italics* have a specific meaning which can be found in the definitions section of each Certificate of Insurance.**

- The Certificates of Insurance contain clauses which may limit the amounts payable.
- The Certificates of Insurance contain a provision removing or restricting the right of the *insured person* to designate persons to whom or for whose benefit insurance money is to be payable.

It is *your* responsibility to understand *your* coverage.

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To confirm *your* insurance coverage or for any questions concerning the information in *your* Certificates of Insurance, call toll free **1-800-263-0997** (from Canada or the United States) or call collect **416-977-1552** (from anywhere else in the world).

SUMMARY OF BENEFITS

This is a summary of insurance coverage under *your credit card*. Refer to each Certificate of Insurance for full terms and conditions.

COVERAGE	LIMITS ($ CAD)
PURCHASE SECURITY COVERAGE Provides *you* coverage for certain items charged to the *account* if such items are lost, stolen, or damaged.	• Up to 90 days from date of purchase.
EXTENDED WARRANTY COVERAGE Provides *you* double the original *manufacturer's warranty* for certain items charged to the *account*.	• Up to 1 additional year following the expiry of the original *manufacturer's warranty*.
MOBILE DEVICE INSURANCE Provides *you* worldwide coverage for a *mobile device* that is lost, stolen, or accidentally damaged.	• Up to $1,000 per occurrence; and • Up to 2 years from the date of purchase.

PURCHASE SECURITY AND EXTENDED WARRANTY CERTIFICATE OF INSURANCE

SECTION 1 – ABOUT THIS CERTIFICATE

This Certificate of Insurance contains information about *your* Purchase Security and Extended Warranty coverage, what is excluded, and what is limited, meaning benefits payable but with limits. Please take time to read through this Certificate of Insurance. **Words in *italics* have a specific meaning which can be found in SECTION 5 – DEFINITIONS of this Certificate of Insurance.**

Purchase Security coverage provides *you* coverage for certain items charged to the *account* if such items are lost, stolen, or damaged, up to 90 days from the date of purchase.

Extended Warranty coverage provides *you* double the original *manufacturer's warranty* for certain items charged to the *account*, up to 1 additional year following the expiry of the original *manufacturer's warranty*.

Purchase Security and Extended Warranty coverage under Group Policy **No. BNS749** (Policy) is underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife), referred to as the Insurer. The Insurer has issued the Policy to The Bank of Nova Scotia (the Policyholder, hereinafter referred to as Scotiabank). 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 Administrator of all assistance and claims services under this Policy.

If any conflict arises, the Policy will govern, subject to any applicable law. *You*, or the person making a claim under this Policy, may request a copy of the Policy from the Insurer, subject to certain access limitations permitted by applicable law. The Bank of Nova Scotia and the Insurer may cancel, change, or modify the insurance coverage provided by this Certificate of Insurance at any time.

This Certificate of Insurance replaces any and all Certificates of Insurance previously issued with respect to the Policy, including any prior amendments.

In no event is any other corporation, partnership, or business entity eligible for the insurance coverage provided under this Certificate of Insurance.

SECTION 2 – FOR IMMEDIATE ASSISTANCE

***You* must contact the Administrator if *your* item is lost, stolen, or damaged** by calling **1-800-263-0997** toll free from Canada and the United States or **416-977-1552** collect from anywhere else in the world.

See SECTION 11 – HOW TO FILE A CLAIM and the ASSISTANCE SERVICES section for more information.

SECTION 3 - IMPORTANT NOTICE PLEASE READ CAREFULLY

- It is important that *you* read this Certificate of Insurance and understand *your* coverage as *your* coverage is subject to certain limitations or exclusions.
- **This Certificate of Insurance contains clauses which may limit the amounts payable.**

ELIGIBILITY FOR COVERAGE

- *You* are eligible for Purchase Security and Extended Warranty coverage when *you* are a resident of Canada and the full cost of the *insured item* is charged to the *account*, provided the *account* is in *good standing* at the time of loss.

SECTION 4 – ADDITIONAL INFORMATION YOU NEED TO KNOW ABOUT PURCHASE SECURITY AND EXTENDED WARRANTY COVERAGE

- ***You* will not be reimbursed if the cost of the *insured item* is paid using other payment sources, such as points, cash, credits, or vouchers.**

SECTION 5 – DEFINITIONS

Throughout this Certificate of Insurance, *italicized* terms have the specific meaning described below.

account means the *credit card* account to which this Certificate of Insurance applies, which must be in *good standing* with Scotiabank.

act of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, insurrection, rebellion or civil war.

cardholder means the *primary cardholder* and any supplemental cardholder, who is a natural person resident in Canada, to whom a *credit card* is issued and whose name is embossed on the card.

credit card means the Scotia Momentum *for business* No Fee Visa Card.

dollars and **$** means Canadian (CAD) dollars.

good standing means, with respect to an *account*, that the *primary cardholder* has not advised Scotiabank to close it or Scotiabank has not suspended or revoked credit privileges or otherwise closed the *account*.

insured item(s) means a new item (a pair or set being one item) of property for which the full *purchase price* is charged to the *account*.

insured person means the *cardholder* who is eligible for coverage under this Certificate of Insurance. **The insured person may be referred to as "*you*" or "*your*".**

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

mysterious disappearance means when the *insured item* in question cannot be located, and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable conclusion that a theft occurred.

primary cardholder means the person in whose name the card *account* is established, who is a natural person resident in Canada, to whom a *credit card* is issued by Scotiabank.

purchase price means the actual cost paid with *your credit card* for the *insured item*, including any applicable taxes, as shown on the store receipt.

SECTION 6 – WHEN DOES COVERAGE BEGIN AND END?

Purchase Security

Coverage under Purchase Security begins on the date the eligible *insured item* is purchased.

Coverage under Purchase Security ends on the earliest of:

a) 90 days after the date of purchase of an *insured item*;
b) the date the *account* ceases to be in *good standing*;
c) the date *you* cease to be eligible for coverage; and
d) the date the Policy is cancelled by Scotiabank or the Insurer.

Extended Warranty

Coverage under Extended Warranty begins on the date the original *manufacturer's warranty* expires.

Coverage under Extended Warranty ends on the earliest of:

a) the date equal to double the original *manufacturer's warranty* period, up to a maximum of 1 additional year;
b) the date the *account* ceases to be in *good standing*;
c) the date *you* cease to be eligible for coverage; and
d) the date the Policy is cancelled by Scotiabank or the Insurer.

Items purchased after coverage has ended are not covered under Purchase Security and Extended Warranty.

SECTION 7 – WHAT ARE THE PURCHASE SECURITY BENEFITS?

Purchase Security coverage automatically, and without registration, protects most new *insured items* purchased anywhere in the world for 90 days from the date of purchase in the event of loss, theft, or damage in excess of other insurance, provided the full *purchase price* is charged to the *account*. If an *insured item* is lost, stolen or damaged, *you* will be reimbursed the lesser of the repair or replacement cost, not exceeding the original *purchase price* charged to the *account*, subject to the limitations and exclusions in SECTIONS 9 and 10.

Gifts

Insured items you give as gifts are covered under Purchase Security coverage. In the event of a claim, *you*, not the recipient of the gift, must make the claim for benefits.

Other Insurance

Purchase Security 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, including group and individual insurance, credit card coverage, and any other reimbursement plans.

The Insurer will be liable only for the amount of loss or damage over the amount covered under such other insurance and for the amount of any applicable deductible.

The Insurer will coordinate benefit payments with all insurers who provide *you* benefits similar to the ones provided in this insurance, to a maximum of the highest amount specified by any insurer.

SECTION 8 – WHAT ARE THE EXTENDED WARRANTY BENEFITS?

Extended Warranty coverage provides *you* double the original *manufacturer's warranty*, up to a maximum of 1 additional year, on most *insured items* purchased anywhere in the world when the full *purchase price* is charged to the *account*. Refer to the Registration section below. Extended Warranty benefits are limited to the lesser of the repair cost, the cost of replacement, or the original *purchase price* charged to the *account*, subject to the limitations and exclusions in SECTIONS 9 and 10.

Registration with the Insurer

Insured items with a *manufacturer's warranty* of 5 or more years are ONLY covered if registered with the Insurer 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 5 years or more, call **1-800-263-0997**. *You* will be required to send copies of the following items to the Administrator within 1 year after the *insured item* is purchased:

a) a copy of the original store receipt;
b) a copy of the *credit card* monthly *account* statement confirming the transaction charged;
c) the serial number of the item; and
d) a copy of the original *manufacturer's warranty*.

Gifts

Insured items you give as gifts are covered under Extended Warranty coverage. In the event of a claim, *you*, not the recipient of the gift, must make the claim for benefits.

Other Insurance

Extended Warranty 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, including group and individual insurance, credit card coverage, and any other reimbursement plans.

The Insurer 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.

The Insurer will coordinate benefit payments with all insurers who provide *you* benefits similar to the ones provided in this insurance, to a maximum of the highest amount specified by any insurer.

SECTION 9 – LIMITATIONS OF COVERAGE

a) Limits of Liability – The overall lifetime maximum for Purchase Security and Extended Warranty coverage is $60,000 combined, from one or more Scotiabank credit card account(s).

b) In the event that the *insured item* cannot be repaired or replaced, the Administrator, at its sole option, may reimburse *you* up to the *purchase price* of the *insured item*.

c) Claims for items belonging to and purchased as a pair or set will be paid for at the full *purchase price* of the pair or set provided that the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of the pair or set are usable individually, liability will be limited to payment equal to the proportionate part of the *purchase price* that the number of damaged or stolen parts bears to the number of parts in the complete pair or set.

SECTION 10 – WHAT IS NOT COVERED?

Purchase Security does NOT cover the following items:

a) travellers cheques;
b) cash, tickets or any other negotiable instruments;
c) bullion, rare or precious coins;
d) art objects (such as but not limited to hand-made items, limited edition, original, signature pieces, or collectible plates);
e) pre-owned or used items, including antiques and demos;
f) animals;
g) living plants;
h) perishables such as food and liquor;
i) aircraft and parts and accessories thereof;
j) automobiles, motorboats, motorcycles or any other motorized vehicles, including electric scooters, electronic bikes, hoverboards, electric wheelchairs, or drones, and parts and accessories thereof;
k) parts and/or labour required as a result of mechanical breakdown;
l) items consumed in use such as cosmetics, fragrances, lotions, and other skin products;
m) services; ancillary costs incurred in respect of an *insured item* and not forming part of the *purchase price*;
n) mail order or online order items until received and accepted by the *cardholder* in new and undamaged condition;
o) jewellery transported/stored in baggage which is not under the personal supervision of the *cardholder* or *cardholder's* travelling companion.

Extended Warranty does NOT cover the following items:

a) aircraft and parts and accessories thereof;
b) automobiles, motorboats, motorcycles and any other motorized vehicles, including electric scooters, electronic bikes, hoverboards, electric wheelchairs, or drones, and their parts and accessories thereof;
c) previously used, pre-owned, or refurbished items;
d) living plants;
e) services; ancillary costs incurred in respect of an *insured item* and not forming part of the *purchase price*;
f) dealer and assembler warranties; or
g) any other obligation other than those specifically covered under the terms of the original *manufacturer's warranty*.

Purchase Security and Extended Warranty do NOT provide coverage for losses resulting from:

a) misuse or abuse;
b) fraud;

c) normal daily use;
d) inherent product defects (which means imperfections that impair the use of the product);
e) *mysterious disappearance*;
f) theft from a vehicle unless the vehicle is locked;
g) flood, earthquake, or radioactive contamination;
h) an *act of war* or an act of terrorism, confiscation by authorities, risks of contraband or illegal activity; or
i) incidental and consequential damages, including bodily injury, property, punitive and exemplary damages, and legal fees.

SECTION 11 – HOW TO FILE A CLAIM

To initiate a claim, *you* must notify the Administrator as soon as reasonably possible and **PRIOR** to proceeding with any action or repairs, but no later than 90 days from the date of loss or damage, by calling **1-800-263-0997** from Canada and the United States or **416-977-1552** locally or collect from other countries. To file a claim online, please visit **www.manulife.ca/scotia**.

You **MUST** maintain **ORIGINAL** copies of all documents required. Where a claim is due to fraud, malicious acts, burglary, robbery, theft or attempted theft, or is suspected to be so caused, *you* **MUST** give immediate notice to the police or other authorities having jurisdiction. *You* may be required to send, at *your* expense and risk, the damaged *insured item* on which a claim is based, to an address designated by the Administrator.

Purchase Security Claim Documentation

You must submit a completed claim form and provide documentation to substantiate *your* Purchase Security claim, including the following:

a) copies of the customer copy of the original merchant receipt;
b) *credit card* monthly *account* statement;
c) police report or, if a copy of the police report is not obtainable, *you* must provide the police department address and telephone number, incident report file number, and contact name on the file; and
d) any other information reasonably required by the Administrator to determine coverage eligibility.

Extended Warranty Claim Documentation

You must submit a completed claim form PRIOR to proceeding with any repairs and provide documentation to substantiate *your* Extended Warranty claim, including the following:

a) copies of the customer copy of the original merchant receipt;
b) *credit card* monthly *account* statement;
c) *manufacturer's warranty*; and
d) any other information reasonably required by the Administrator to determine coverage eligibility.

Upon receipt of the completed documentation, if the claim is eligible for coverage, the Administrator will provide authorization to proceed with the necessary repairs and the particulars of the repair facility designated to complete the necessary repairs.

Once contacted, the Administrator will provide *you* with instructions on how to submit written notice of claim. 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.

MOBILE DEVICE CERTIFICATE OF INSURANCE

SECTION 1 – ABOUT THIS CERTIFICATE

This Certificate of Insurance contains information about *your* Mobile Device Insurance, what is excluded, and what is limited, meaning benefits payable but with limits. Please take time to read through this Certificate of Insurance. **Words in *italics* have a specific meaning which can be found in SECTION 5 – DEFINITIONS of this Certificate of Insurance.**

Mobile Device Insurance provides *you* worldwide coverage for a *mobile device* that is lost, stolen, or accidentally damaged, up to $1,000 per occurrence, up to 2 years from the date of purchase.

Mobile Device Insurance under Group Policy **No. BNS749** (Policy) is underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife), referred to as the Insurer. The Insurer has issued the Policy to The Bank of Nova Scotia (the Policyholder, hereinafter referred to as Scotiabank). 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 Administrator of all assistance and claims services under this Policy.

If any conflict arises, the Policy will govern, subject to any applicable law. *You*, or the person making a claim under this Policy, may request a copy of the Policy from the Insurer, subject to certain access limitations permitted by applicable law. The Bank of Nova Scotia and the Insurer may cancel, change, or modify the insurance coverage provided by this Certificate of Insurance at any time.

This Certificate of Insurance replaces any and all Certificates of Insurance previously issued with respect to the Policy, including any prior amendments.

In no event is any other corporation, partnership, or business entity eligible for the insurance coverage provided under this Certificate of Insurance.

SECTION 2 – FOR IMMEDIATE ASSISTANCE

***You* must contact the Administrator if *your mobile device* is lost, stolen, or accidentally damaged** by calling **1-800-263-0997** toll free from Canada and the United States or **416-977-1552** collect from anywhere else in the world.

See SECTION 10 – HOW TO FILE A CLAIM and the ASSISTANCE SERVICES section for more information.

SECTION 3 – IMPORTANT NOTICE
PLEASE READ CAREFULLY

- It is important that *you* read this Certificate of Insurance and understand *your* coverage as *your* coverage is subject to certain limitations or exclusions.
- Deductible and depreciation values are used to determine eligible benefit payments. See details in SECTION 7 – WHAT ARE THE MOBILE DEVICE INSURANCE BENEFITS?
- **This Certificate of Insurance contains clauses which may limit the amounts payable.**

ELIGIBILITY FOR COVERAGE

You are eligible for Mobile Device Insurance when *you* are a resident of Canada and purchase a new *mobile device* anywhere in the world, provided the *account* is in *good standing* at the time of loss, and *you*:

- charge the full *purchase price* to the *account*, including any applicable taxes; or
- finance the *purchase price*, in whole or in part, through a *provider plan*; and all monthly wireless bill payments are charged to the *account*, except when the *purchase price* is paid in full.

SECTION 4 – ADDITIONAL INFORMATION YOU NEED TO KNOW ABOUT MOBILE DEVICE INSURANCE

- ***You* will not be reimbursed if the purchase of the *mobile device* is paid using other payment sources, such as points, cash, credits, or vouchers.**

SECTION 5 – DEFINITIONS

Throughout this Certificate of Insurance, *italicized* terms have the specific meaning described below.

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.

account means the *credit card* account to which this Certificate of Insurance applies, which must be in *good standing* with Scotiabank.

act of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, insurrection, rebellion or civil war.

cardholder means the *primary cardholder* and any supplemental cardholder, who is a natural person resident in Canada, to whom a *credit card* is issued and whose name is embossed on the card.

credit card means the Scotia Momentum *for business* No Fee Visa Card.

dollars and **$** means Canadian (CAD) dollars.

good standing means, with respect to an *account*, that the *primary cardholder* has not advised Scotiabank to close it or Scotiabank has not suspended or revoked credit privileges or otherwise closed the *account*.

insured person means the *cardholder* who is eligible for coverage under this Certificate of Insurance. **The insured person may be referred to as "*you*" or "*your*".**

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

mobile device means a new cellular phone, smartphone or tablet (portable single-panel touchscreen computer), which has internet-based and/or wireless communication capabilities.

mysterious disappearance means when the *mobile device* in question cannot be located, and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable conclusion that a theft occurred.

plan means a fixed-term contract offered by a wireless service *provider* for wireless services that includes financing for the purchase of the *mobile device*, where all financing bill payments are charged to the *account*.

primary cardholder means the person in whose name the card *account* is established, who is a natural person resident in Canada, to whom a *credit card* is issued by Scotiabank.

provider means a Canadian wireless service provider.

purchase price means the actual cost of the *mobile device*, including any applicable taxes, as shown on the sales receipt, less any costs or fees associated with the purchase of the *mobile device*, such as insurance premiums, customs duty, delivery charges and transportation costs or other similar costs or fees.

SECTION 6 – WHEN DOES COVERAGE BEGIN AND END?

Mobile Device Insurance coverage takes effect on the later of:

a) the date *your mobile device* is charged to the *account* in full; or
b) the date the first monthly wireless bill payment is charged to the *account*.

Mobile Device Insurance coverage ends on the earliest of:

a) 2 years from the date of purchase;
b) the date 1 monthly wireless bill payment was not charged to the *account*, if *you* are funding the cost of *your mobile device* through a *plan*, except when the *purchase price* is paid in full;
c) the date the *account* ceases to be in *good standing*;
d) the date *you* cease to be eligible for coverage; and
e) the date the Policy is cancelled by Scotiabank or the Insurer.

SECTION 7 – WHAT ARE THE MOBILE DEVICE INSURANCE BENEFITS?

If a *mobile device* is lost, stolen, or suffers a mechanical breakdown or *accidental damage* anywhere in the world, 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 $1,000, 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 January 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 8 months X $800)	- $128
Depreciated value	$672

b) Calculation of the maximum reimbursement:

Depreciated value	$672
Less deductible	- $100
Maximum reimbursement	$572

In the event *you* file a valid repair claim and the total cost of repair is $500, including applicable taxes, upon approval of *your* claim, the maximum reimbursement available to *you* will be $500.

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 $572.

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, limitations and exclusions set out in this Certificate of Insurance.

Gifts

A *mobile device* given as a gift is covered under Mobile Device Insurance provided all eligibility requirements are met. In the event of a claim, *you*, not the recipient of the gift, must make the claim for benefits.

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, including group and individual insurance, credit card coverage, and any other reimbursement plans.

The Insurer 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.

The Insurer will coordinate benefit payments with all insurers who provide *you* benefits similar to the ones provided in this insurance, to a maximum of the highest amount specified by any insurer.

SECTION 8 – LIMITATIONS OF COVERAGE

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 2 claims in any 48 consecutive month period.

SECTION 9 – WHAT IS NOT COVERED?

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) a *mobile device* purchased for resale;
d) a previously used, previously owned or refurbished *mobile device*;
e) a *mobile device* that has been modified from its original state;
f) a *mobile device* being shipped, until received and accepted by *you* in new and undamaged condition; and
g) a *mobile device* stolen from baggage unless such baggage is hand-carried under *your* personal supervision or the personal supervision of *your* travelling companion with *your* knowledge.

No benefits are payable for losses or damage resulting directly or indirectly from:

a) fraud;
b) misuse or lack of care;
c) improper installation;
d) inherent product defects (which means imperfections that impair the use of the product);
e) hostilities of any kind (including an *act of war* or an act of terrorism), confiscation by authorities, risks of contraband, illegal activities by *you*;
f) flood, earthquake, radioactive contamination;
g) *mysterious disappearance*;
h) power surges, artificially generated electrical currents or electrical irregularities;
i) cosmetic damage that does not affect functionality;
j) software, wireless service *provider* or network issues;
k) theft or intentional or criminal acts by the *cardholder*, an employee at the same company as the *cardholder*, or their respective household members; and
l) incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages, and legal fees.

SECTION 10 – HOW TO FILE 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, 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 7 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 the *account*, the *account* statement showing the charge;
f) if *your mobile device* was funded through a *provider plan*, proof of uninterrupted monthly wireless bill payments charged to the *account* for up to 12 months immediately preceding the date of loss, except when the *purchase price* is paid in full;
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 Administrator 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.

ASSISTANCE SERVICES

To confirm your insurance coverage, or for any questions concerning the information in your Certificates of Insurance, contact the Administrator **immediately** by calling **1-800-263-0997** from within Canada and the United States or **416-977-1552** locally or collect from other countries. Regardless of your coverage eligibility, they are available to support you 24 hours a day, every day of the year.

GENERAL PROVISIONS AND STATUTORY CONDITIONS

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in the Certificates of Insurance. **Throughout this General Provisions and Statutory Conditions section, *italicized* terms have the specific meaning described in the Definitions section of each respective Certificate of Insurance.**

SECTION 1 – SUBROGATION

As a condition to the payment of any claim to *you*, *you* shall, upon request, transfer or assign to the Insurer all legal rights against all parties who may be responsible for giving rise to a claim under these Certificates of Insurance. *You* 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 *your* name.

SECTION 2 – TERMINATION OF INSURANCE

Further to the coverage termination events described under each Certificate of Insurance, all coverage under the Policy terminates on the earliest of:

a) the date the *account* ceases to be in *good standing*; and/or

b) the date the Policy is cancelled by Scotiabank or the Insurer.

No benefits will be paid for any loss incurred after coverage under the Policy terminates, unless otherwise specified or agreed.

SECTION 3 – DUE DILIGENCE

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

SECTION 4 – NOTICE AND PROOF OF CLAIM

Immediately after learning of a loss or an occurrence which may lead to a loss covered under the Policy, or as soon as reasonably possible, *you* must notify the Administrator by calling **1-800-263-0997** from Canada and the United States or **416-977-1552** locally or collect from other countries. Depending on the type of claim, *you* may file directly online at **www.manulife.ca/scotia**. For claims that cannot be submitted online, contact the Administrator to send *you* a claim form.

Written notice of claim must be given to the Administrator as soon as reasonably possible after a claim occurs, but in all events provided within 90 days from the date on which loss occurred, subject to the "HOW TO FILE A CLAIM" section of each Certificate of Insurance.

Failure to provide notice or 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 may not be paid.

SECTION 5 – PAYMENT OF CLAIM

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

Currency Provisions

a) all amounts stated in the Certificates of Insurance are in Canadian *dollars*, unless otherwise indicated;

b) all claim payments will be made in Canadian *dollars*; and

c) if *you* have paid a covered expense, *you* will be reimbursed in Canadian *dollars* at the prevailing rate of exchange on the date the service was provided.

Benefits Limited To Actual Eligible Expenses

In the case of reimbursement, the total benefits paid to *you* from all sources cannot exceed the actual eligible expenses.

This insurance does not pay interest on any loss or for interest on charges made to the *credit card*.

SECTION 6 – LEGAL ACTION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, Limitations Act, 2002 in Ontario, or other applicable legislation in *your* province or territory of residence in Canada.

SECTION 7 – FALSE CLAIM

You must be accurate and complete in *your* dealings with the Insurer at all times. The Insurer will not pay a claim if *you*, or anyone acting on *your* behalf, knowingly attempt to deceive us or makes a fraudulent, false, or exaggerated statement or claim.

SECTION 8 – IF YOU HAVE A CONCERN OR COMPLAINT

If *you* have a concern about *your* coverage or service received, please call the Administrator at **1-800-263-0997**. The Administrator will do its best to resolve *your* concern. If for some reason the Administrator is unable to do so to *your* satisfaction, *you* may obtain detailed information for the Insurer's complaint resolution process at: **www.manulife.ca/personal/support/contact-us/resolve-a-complaint.html**.

SECTION 9 – PERSONAL INFORMATION STATEMENT

At Manulife[i] protecting *your* personal information and respecting *your* privacy is important to us.

"We", "us" and "our" refer to The Manufacturers Life Insurance Company and our affiliated companies and subsidiaries.

Why do we collect, use, and disclose *your* personal information?

For the purposes of establishing and managing our relationship with *you*, providing *you* with products and services, administering our business, and complying with legal and regulatory requirements.

What personal information do we collect?

Depending on the product or service, we collect specific personal information about *you* such as:

- Identifying information such as *your* name, address, telephone number(s), email address, *your* date of birth, driver's license, passport number or *your* Social Insurance Number (SIN);
- Financial information, investigative reports, credit bureau report, and/or a consumer report;
- Information about how *you* use our products and services, and information about *your* preferences, demographics, and interests;
- Banking and employment information;
- Medical information that any organization or person has about *you*;
- Any test that may be necessary for underwriting purposes;
- Other personal information that we may require to administer *your* products or services and manage our relationship with *you*.

We use fair and lawful means to collect *your* personal information.

Where do we collect *your* personal information from?

Depending on the product or service, we collect personal information from:

- *Your* completed applications and forms;
- Other interactions between *you* and us;
- Other sources, such as:
    - *Your* advisor or authorized representative(s);
    - Third parties with whom we deal with in issuing and administering *your* products or services now, and in the future;
    - Public sources, such as government agencies, credit bureaus and internet sites;
    - Financial institutions;
    - *Your* employer or Plan Sponsor and their authorized agents, consultants and plan service providers;

- The MIB, LLC (formerly known as the Medical Information Bureau);
- Health Care Professionals, including Medical Practitioners, health care institutions, pharmacy, and any other medically-related facility.

What do we use *your* personal information for?

Depending on the product or service, we will use *your* personal information to:

- Administer the products and services that we provide and to manage our relationship with *you*;
- Confirm *your* identity and the accuracy of the information *you* provide;
- Evaluate *your* application;
- Comply with legal and regulatory requirements;
- Understand more about *you* and how *you* like to do business with us;
- Analyze data to help us make decisions and understand our customers better so we can improve the products and services we provide;
- Perform audits, and investigations and protect *you* from fraud;
- Determine *your* eligibility for, and provide *you* with details of, other products and services that may be of interest to *you*;
- Automate processing to help us make decisions about *your* interactions with us, such as, applications, approvals or declines.

Who do we disclose *your* personal information to?

Depending on the product or service, we disclose *your* personal information to:

- Persons, financial institutions, reinsurers, and other parties with whom we deal with in issuing and administering *your* product or service now, and in the future;
- Authorized employees, agents and representatives;
- *Your* advisor and any agency which has entered into an agreement with us and has supervisory authority, directly or indirectly, over *your* advisor, and their employees;
- *Your* employer or Plan Sponsor and their authorized agents, consultants and plan service providers;
- Any person or organization to whom *you* gave consent;
- People who are legally authorized to view *your* personal information;
- Service providers who require this information to perform their services for us (for example data processing, programming, data storage, market research, printing and distribution services, paramedical and investigative agencies);
- *Your* doctor;
- Public health authorities as required.

Except where there are contractual restrictions, these people, organizations and service providers are both within Canada and outside of Canada. Therefore, *your* personal information may be subject to interprovincial or cross-border transfers in order to provide services to *you* and subject to the laws of those jurisdictions. Where personal information is provided to our service providers, we require them to protect the information in a manner that is consistent with our privacy policies and practices.

Withdrawing *your* consent

You may withdraw *your* consent for us to use *your* personal information for certain uses, subject to legal and contractual restrictions.

You may not withdraw *your* consent for us to collect, use, or disclose personal information we need to issue or administer *your* products and services. If *you* do so, we may not be able to provide *you* with the products or services requested or we may treat *your* withdrawal of consent as a request to terminate or refusal the product or service.

If *you* wish to withdraw *your* consent, phone our customer care centre at 1-888-MANULIFE (626-8543) or 1-888-MANUVIE (626-8843) in Quebec or write to the Privacy Officer at the address below.

Accuracy

You will notify us of any change to *your* contact information. If *your* information has changed, or if *you* need to make a correction of any inaccuracies to *your* personal information in our files, contact Manulife Customer Service.

Access

You have the right to access and verify *your* personal information maintained in our files, and to request any factually inaccurate personal information be corrected, if appropriate. Requests can be sent to: Privacy Officer Manulife, P.O. Box 1602, Del Stn 500-4-A, Waterloo, Ontario N2J 4C6 or **Canada_Privacy@manulife.ca**.

For more information *you* can review our Canadian Privacy Policy. Please note the security of email communication cannot be guaranteed. Do not send us information of a private or confidential nature by email.

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[i]Manulife, “we”, “us”, and “our” refer to The Manufacturers Life Insurance Company — Canadian Division operations, Manulife Wealth Inc., Manulife Wealth Investment Services Inc., Manulife Wealth Insurance Services Inc., Manulife Asset Management Limited, Manulife Assurance Company of Canada, First North American Insurance Company, Manulife Bank of Canada, and affiliates of these entities.

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Scotiabank®