

Scotiabank® *for business* VISA® Card Welcome Kit

Your business
passport to
exceptional
rewards.



Small Business Banking



**Thank you for choosing the ScotiaGold Passport®
for business Visa* card.**



With an exceptional array of benefits – from travel savings and rebates to valuable insurance coverage and many no-charge extras – the ScotiaGold Passport *for business* Visa card has been designed to be the first card you reach for. Your new ScotiaGold Passport *for business* Visa card is rewarding in more ways – from everyday business purchases to making your travel experiences safer, more economical and more convenient in every possible way.

This Welcome Kit is your passport to all the outstanding features and benefits you now enjoy as a ScotiaGold Passport *for business* Visa Cardmember, with benefits such as the *Scotia Rewards*® Program, a program that rewards your business generously with valuable *Scotia Rewards* points every time you make a purchase with your card.

And with exclusive travel rewards and services, online travel booking² and insurance coverages – you're well on your way to wherever you want to go. Plus, sign up for the *Scotia Rewards* eNewsletter at scotiarewards.com to get announcements and exclusive offers right in your inbox.

Visa payWave* – The faster way to pay

Visa payWave is a convenient payment feature included on ScotiaGold Passport *for business* Visa cards at no additional fee. You'll save time when paying for small, everyday purchases. Simply wave your card over a special card reader and go! No swiping, signing, or entering your PIN for most purchases at participating merchants⁴.



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Your Passport to rewards for your business

The *Scotia Rewards* Program is one of the most comprehensive reward programs available for your business, and one of the easiest to use. Register your card at scotiarewards.com to access special offers. You can also browse your growing points balance, create a rewards wish list, and more!

We recommend you place the Emergency Travel Assistance card in your wallet where it'll be handy should you ever need it.

If you have any questions about your ScotiaGold Passport *for business* Visa card, we're here for you 24 hours a day at 1 800 387-6508.

Welcome to ScotiaGold Passport *for business* Visa card. Your business passport to exceptional rewards and travel benefits you will not find in any other card.

The Scotia Rewards® Program

Reward your business

As a ScotiaGold Passport *for business* Visa Cardmember, your automatic membership in the *Scotia Rewards* Program gives you access to an exciting selection of rewards. These include an incredible array of flexible travel options, brand-name merchandise and Visa Prepaid Cards.

And it's easy to redeem. Just visit the *Scotia Rewards* website at scotiarewards.com or call the *Scotia Rewards* Centre at 1 800 665-2582 and your reward will be on its way to you in no time.

Earn points faster every day

You could earn thousands of *Scotia Rewards* points with these simple steps:

- **Use your card for everyday purchases.** When you buy supplies, purchase office equipment, pay for vendor services, take clients to restaurants, pay for business travel – there's an opportunity to get rewarded every time you make a purchase for your business.

- **Use your card to pay your monthly bills.** Take advantage of convenient pre-authorized payments for overhead and miscellaneous expenses like: telephone bills, newspaper and magazine subscriptions, cable and Internet service fees.

With so many opportunities to use your ScotiaGold Passport *for business* Visa card, earning *Scotia Rewards* points is easy.

If you use *Scotia*® Credit Card Cheques or obtain cash advances using your ScotiaGold Passport *for business* Visa card, you will not earn *Scotia Rewards* points on these transactions. Similarly, annual card membership or other card fees, interest charges, returns, payments and debit adjustments do not earn points; and any merchandise purchased on your card and returned to the merchant will result in an appropriate adjustment in your points balance.

Rewards are even more fun when there are lots to choose from

Our *Scotia Rewards* program offers you an outstanding choice of exciting rewards ranging from flexible travel to quality merchandise and Visa Prepaid Cards.

Travel Rewards



Your ScotiaGold Passport *for business* Visa card provides you with the convenience of an online Travel Booking Site² and access to our full-service travel agency. The *Scotia Rewards* Travel Service² will help take you anywhere you want to go.

Travel your way. Whether travelling for business or for pleasure, our travel experts will help create custom designed trips and complete travel itineraries including air flights, package tours, cruises, hotel and car rental reservations, or rail travel – all at the most affordable prices.

Pre-packaged trips and mini-getaways are also available. Convenient, hassle free travel – leave the planning details to the travel experts.

Redeeming points for travel

Flexibility and convenience to see the world.

With your ScotiaGold Passport *for business* Visa card in hand, the world is at your feet. That's because you have a range of flexible options when it comes to redeeming for the travel rewards you want. From airfare to cruises to package holidays, and everything in between, there are three ways you can pay.

1. Use your points: If you've earned all the points you need, redeem them for your complete trip – including taxes and surcharges.

2. Use your card: You can always use your card to cover the full amount of your travel. And you'll earn rewards points for every dollar you charge.

3. Combine points and payment: Short a few points? Want to save some for later? You can pay for your travel with a combination of accumulated points and a charge to your card.

Book your travel, then redeem points for your purchase.

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

To book travel or learn more about *Scotia Rewards Travel Service*, visit scotiarewards.com or call 1-800-665-2582 to access our full-service travel agency.

When calling the *Scotia Rewards Travel Service*, it's helpful if you have the following information on hand before calling:

- Your ScotiaGold Passport *for business* Visa card number
- Your desired departure and return dates and if you can allow any flexibility in your plans (frequently mid-week departure or one week's difference in a holiday can save a considerable sum).
- Number and ages of people travelling (seniors and children often receive reduced fares).
- Preferred class of service and accommodation needs.
- Frequent flyer program membership number, if any.

Once your travel arrangements have been finalized, you'll receive, prior to departure (by first class mail or email) an itinerary/confirmation of your travel plans and your tickets.

Merchandise and Gift Certificates



You can also choose your reward from a vast selection of quality merchandise items that include electronics, recreational and household goods, toys and business items. Or you can redeem your points toward Visa Prepaid Cards.

Redeem points for a credit

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

Redeem your points...it's easy

Redeeming *Scotia Rewards* points is now easy and convenient. You can access your *Scotia Rewards* account at **scotiarewards.com** to book your travel online or search rewards by points or category. You can also order merchandise and Visa Prepaid Cards. In addition to ordering your rewards online, our website offers many other convenient features such as:

- Email notification option to inform you of special online offers.
- A summary of your *Scotia Rewards* points.
- A search option that lists *Scotia Rewards* by points or category.
- A history of the rewards you have redeemed.
- A direct link with our courier service to track the shipping status of your order.

Easily order your rewards by:

- Visiting **scotiarewards.com** to book travel, order merchandise, *Scotia Rewards* Dollars or Visa Prepaid Cards any time of the day or night.
- Calling 1 800 665-2582 anytime of the day or night to use our Interactive Telephone Rewards Service to order merchandise and gift certificates using "Points Only".
- Calling 1 800 665-2582 between 8 a.m. and 8 p.m. (E.S.T.) Monday to Sunday to book your travel reward or to speak with a *Scotia Rewards* representative.

For *ScotiaGold Passport for business Visa* Cardmembers who also carry a personal *ScotiaGold Passport Visa* card, you can combine the *Scotia Rewards* points earned on both cards¹ – a great option when it's time to redeem your points for the reward of your choice. Simply call 1 800 665-2582 to combine your points when you're ready to redeem.

Your Passport to Travel Benefits

5% Cash Back on travel³

When you arrange your travel through our travel experts, any portion you charge to your ScotiaGold Passport *for business* Visa card will earn a 5% Cash Back rebate. Eligible expenses include airline tickets, pre-package tours and cruises. Taxes, service charges, insurance, hotels, motels, car rentals and personal expenditures such as meals are excluded, unless already included in pre-packaged tours.

The 5% Cash Back will be automatically credited to your ScotiaGold Passport *for business* Visa account within two billing cycles following your departure date. Shortly after your departure date, a notice will be sent to you that states the amount of Cash Back you'll receive.

To take advantage of the 5% Cash Back rebate, book your travel at scotiarewards.com or call the Scotia Rewards Travel Service at 1 800 665-2582.

Scotia Rewards – a truly exceptional rewards program

For complete details of the Scotia Rewards program, refer to the Terms and Conditions on the insert included in this package or on our website at scotiarewards.com

Visit us online at scotiarewards.com today and see just how rewarding your ScotiaGold Passport *for business* Visa card will be. Don't forget to bookmark the site.

Commission-free AMEX Travellers Cheques[†]

There is usually a 1.25% commission charge on travellers cheques. ScotiaGold Passport *for business* Visa Cardmembers can buy Amex Travellers Cheques commission-free at any Scotiabank branch. Just show your ScotiaGold Passport *for business* Visa card.

Save on car rentals

As a ScotiaGold Passport *for business* Visa cardholder, you can save up to 25% off base rates at participating AVIS locations and at participating Budget locations in Canada and the U.S. when you pay with your ScotiaGold Passport *for business* Visa card.

AVIS reservations may be made online at avis.com/scotiabankpassportbusiness or by calling 1-800-TRY AVIS (879-2847). Please quote AVIS worldwide discount number C030507. Budget Reservations may be made online at budget.com/scotiabankpassportbusiness or by calling 1-800-268-8900. Please quote Budget Corporate Discount number A363309.

Your Passport Includes Travel Protection

Flight delay insurance[◇]

When you purchase a flight with your ScotiaGold Passport *for business* Visa card and your flight is delayed by four (4) hours or more, you are eligible for reimbursement of necessary expenses such as hotel accommodations, meals and other emergency items, incurred within 48 hours of the delay, to a maximum of \$500 per insured person on the same trip.

Rental car collision insurance[◇]

When you charge the entire cost of an eligible car rental from any licensed auto rental agency to your ScotiaGold Passport *for business* Visa card and decline the agency's collision damage waiver (or similar provision) at the time of rental, you'll be insured for up to the full value of the vehicle against damage, loss or theft of the rental car.

Common carrier travel accident insurance (worldwide)[◇]

When you charge at least 75% of the full Common Carrier travel fares to your ScotiaGold Passport *for business* Visa card, you, your spouse and unmarried dependent children will be automatically insured against accidental loss of life, or dismemberment – up to a maximum of \$500,000.

Common Carrier means any land, air or water conveyance which is licensed to carry passengers for compensation or hire or reward and which undertakes to carry all persons indifferently who may apply for passage, so long as there is room and there is no legal excuse for refusal.

See the enclosed Insurance Certificates for full details of all ScotiaGold Passport *for business* Visa card insurance coverage, including terms, conditions, age and coverage restrictions, and exclusions.

Hotel/motel burglary insurance[◇] **(Canada and the U.S. only)**

When you charge your stay at any hotel or motel in Canada or the U.S. to your ScotiaGold Passport *for business* Visa card, you'll be eligible for automatic coverage against theft of your covered personal property, if your room is broken into. Should your claim exceed a total of the amount paid or payable by the hotel, and/or by any relevant insurance, your coverage picks up the balance, up to a maximum of \$1,000.

Lost and delayed luggage insurance[◇]

When you purchase common carrier tickets with your ScotiaGold Passport *for business* Visa card, you are eligible for coverage against the loss or the delay of your checked luggage. The lost luggage benefit is limited to the lesser of the value of the covered luggage or the amount equal to the cash reimbursement made by the carrier, to a combined maximum of \$1,250. The carrier must provide you with a cash settlement before ScotiaGold Passport *for business* Visa coverage will pay any benefit. The delayed luggage benefit is limited to \$1,000 for all insured persons on the same trip for the cost of replacing essential items if your checked luggage is not delivered within four (4) hours from your time of arrival at your final destination.

Emergency cash and card replacement service

Should your ScotiaGold Passport *for business* Visa card ever be lost or stolen, report the loss to ensure your account is immediately blocked. Simply call the Visa Assistance Centre (VAC) toll-free at 1 800 847-2911 in Canada and the continental U.S. or collect at 1 410 581-9994 for all other areas. Once the report is filed, VAC will offer you the following services:

- A temporary Emergency Replacement Card within 24 hours to a location in Canada and the U.S., and within one business day in other areas.
- Up to \$5,000 in Emergency Cash (subject to your available credit). Emergency cash will be provided by VAC through the worldwide Visa network of emergency service locations, Western Union Offices and wire transfer services.

For your records, a copy of the Lost or Stolen Card report will be mailed to you.

Scotia® Assist^{††} is your connection to people who can help in an emergency. It provides you with a comprehensive array of emergency services while travelling worldwide:

Emergency ticket replacement

Scotia Assist will look after booking emergency common carrier tickets – for pickup at the airport/common carrier terminal or delivery straight to you. *Scotia Assist* can also help you with lost ticket reimbursement procedures. Any charges incurred for emergency replacement tickets will be applied to your ScotiaGold Passport *for business* Visa account.

Emergency message service

While travelling, take advantage of *Scotia Assist*'s 24-hour toll-free telephone service to leave emergency messages or receive messages sent to you. Contact *Scotia Assist* for procedures. All the travel assistance services listed above extend to you, your employees, your spouse and dependent children (whenever they are travelling with you).

Prescription arrangement and valuable document delivery

If you need prescribed medication while travelling, *Scotia Assist* will arrange to have the prescription filled at the nearest pharmacy, when permitted by law and approved by your doctor. You have the option of charging the bill directly to your ScotiaGold Passport *for business* Visa account. As well, if you happen to leave critical documents at home or while in transit, *Scotia Assist* can have them sent to you by courier. The cost of any prescription and any delivery is, however, your responsibility.

Legal assistance

In the event that you require immediate legal assistance, *Scotia Assist* will:

- Provide you with the name, address and telephone number of local lawyers or, if necessary, Canadian embassies or consulates.
- Remain in contact with you, your relatives, friends, and/or business associates until contact with legal counsel has been arranged.
- Coordinate bail payment by transferring personal funds to your location, or arranging a cash advance on your ScotiaGold Passport *for business* Visa card. Representatives will then follow up to ensure the matter has been appropriately handled.

Convenience

Purchase security and extended warranty^o

Purchase Security will replace, repair, or reimburse you for almost any item of personal property that is stolen, damaged or destroyed anywhere in the world – as long as you purchased it entirely with your ScotiaGold Passport *for business* Visa card. Coverage extends for the first 90 days from the date of purchase and is in excess of any other insurance coverage. On most retail purchases made entirely with your ScotiaGold Passport *for business* Visa card, the extended warranty plan doubles the manufacturer's written warranty to a maximum of one additional year. Items covered by a manufacturer's warranty of five years or more must be registered for the extended warranty plan within the first year of purchase.

Visa Zero Liability Policy

Use your ScotiaGold Passport *for business* Visa card to shop anywhere—whether it's on the Internet or in a store—and you are protected from unauthorized use of your Visa card. The Visa Zero Liability policy eliminates consumer liability for fraudulent transactions! Certain restrictions and exclusions apply. Please visit visa.ca for a full description of the Visa Zero Liability Policy or the section in your Revolving Credit Agreement that refers to "unauthorized use of your card" for more details.

Instant cash advances, worldwide

You can use your ScotiaGold Passport *for business* Visa card to get instant cash advances up to your available credit limit, at any of 465,000 offices of financial institutions worldwide displaying the Visa symbol.

Click, call or visit

We recognize how valuable your time is as a small business owner. You can access your ScotiaGold Passport *for business* Visa account information through *Scotia OnLine*® Financial Services, and *TeleScotia*® Telephone Banking Services to:

- Obtain account balances
- Pay your ScotiaGold Passport *for business* Visa account
- Transfer funds between credit and deposit accounts
- Pay bills or post-date payments for over 6,000 bill payment companies

For more information or to register, just call 1 800 4SCOTIA or visit scotiabank.com.

Automated banking machines⁵

You can also use your ScotiaGold Passport *for business* Visa card to obtain up to \$2,000 per day through over 1 million designated Automatic Banking Machines (ABMs) worldwide. Cash advances can be obtained at any ABM displaying one or more of the following symbols: In Canada, look for the *Interac*** symbols; outside Canada, look for banking machines displaying the Visa or PLUS* symbols.

Online and mobile banking

Bank anytime, anywhere with *Scotia OnLine* and Mobile Banking. You're protected by our Online Security Guarantee⁶, which lets you bank securely online. Check your balance, pay bills, transfer money, and see your rewards—all at your convenience. Go paperless to receive e-Statements and sign up for *Scotia*® InfoAlerts⁷ to stay on top of your accounts. You can even set up travel notifications while you're away, and more.

TeleScotia telephone banking 1 800 267-1234

Whether you're at home, the office or across the country, *TeleScotia* gives you the freedom to bank by phone, 24 hours a day. You can pay bills, transfer funds, postdate bill payments and transfers between accounts, up to 1 year in advance.

Service charges

Certain ScotiaGold Passport *for business* Visa card transactions are subject to service fees (in addition to an annual fee): cash advances obtained through ABMs belonging to other financial institutions, foreign currency transactions, dishonoured cheques and requests for copies of sales drafts or monthly statements. For current information on these charges, please refer to your Disclosure Statement included in this Welcome Kit or call our ScotiaGold Passport *for business* Visa Customer Service, toll-free at 1 800 387-6508.

It pays to have a business Passport.

As a ScotiaGold Passport *for business* Visa Cardmember, you can also benefit from a 50% reduction in the annual fee on a personal *ScotiaGold Passport* Visa card.

Scotia Business Loan Protection (Optional)

Protect your business and the people you care about. This valuable protection can help your business during a difficult time and provides coverage up to \$2,000,000. Scotia Business Loan Protection⁸ includes a Comprehensive Protection option with a unique combination of benefits (Life, Disability, Hospitalization and Terminal Illness).

It's easy to apply: Simply visit any Scotiabank branch and apply⁹.

Scotiabank Privacy Agreement

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

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

In this Agreement, "we", "our", "us" and "Scotiabank" mean The Bank of Nova Scotia and any of its affiliates, subsidiaries, programs or joint ventures they participate in, with respect to their operations enterprise-wide.¹ Scotiabank includes companies engaged in the following services to the public: deposits, loans and other personal financial services; credit, charge, debit and payment card services; full service and discount brokerage services; mortgage loans; trust and custodial services; insurance services; investment management and financial planning services; and mutual funds investment services; and services related to the above such as loyalty programs. "You" and "your" mean an individual who has made application to us for, enrolled in or signed an application in respect of any personal or business banking, insurance, brokerage or financial product or service offered by us ("Service"), including any co-applicants, guarantors, personal representatives, or an individual who participates in a Scotiabank contest, survey, event or has otherwise provided personal information to us.

COLLECTING, USING AND DISCLOSING YOUR INFORMATION

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

- Your name, address, telephone number, nature of your principal business or occupation and date of birth, all of which may be required by law;
- Identification, such as a valid driver's license or passport. We may also ask for documents such as a recent utility bill to verify your name and address;

- Your education, annual income, assets and liabilities and credit history;
- Information about your transactions, including payment history, account activity and how you intend to use the account or Service and the source of any incoming funds or assets;
- Information we may need in order to provide you with a Service such as health information if you are applying for certain insurance products. In some instances, providing this information is optional;
- Information about third parties such as your spouse if you are applying for certain Services, where this information is required by law; and
- Information about beneficial owners, intermediaries and other parties, which is required by law.

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

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

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

- **Tagging** is a customized code on our websites that provide the ability to monitor user activity on Scotiabank websites. This software can be used to capture user activity to be used by us or a third party

for analysis so that we can understand and enhance our user experience and provide further security controls.

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

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

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

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

regulatory authorities in accordance with the laws of these jurisdictions. When personal information is provided to our service providers, we will require them to protect the information in a manner that is consistent with Scotiabank privacy policies and practices.

2. We may collect, use and disclose your Social Insurance Number (SIN), as well as other information, for income tax reporting purposes and to fulfil other regulatory requirements, as required by law. In addition, we may ask you for your SIN to verify and report credit information to credit bureaus and credit reporting agencies as well as to confirm your identity. This allows us to keep your personal information separate from that of other customers, particularly those with similar names, and helps maintain the integrity and accuracy of your personal information. You may refuse to consent to its use or disclosure for purposes other than as required by law.
3. We may verify relevant information you give us with your employer or your references and you authorize any person whom we contact in this regard to provide such information to us. If you apply for or enrol in a Service and during the time you have the Service, we may consult various financial service industry databases, third parties (such as the Bank Crime Prevention and Investigation Office of the Canadian Bankers Association and the Investigative Services Division of the Insurance Bureau of Canada), or private investigative bodies maintained in relation to the type of Service you have applied for, enrolled in or have. You also authorize us to release information about you to these databases and investigative bodies.
4. You agree that we may monitor, record, and retain any telephone call or electronic communication we have with you. This is to establish a record of the information you provide, to ensure that your instructions are followed properly and to ensure customer service levels are maintained. Records of calls and electronic communications are destroyed when they are no longer required for business or other purposes, and any personal information is safeguarded in accordance with this Agreement.
5. Scotiabank may use video surveillance in and around our branches, bank machines and other locations for the purpose of safeguarding our clients and employees and protecting against theft, fraud and vandalism. Any video images recorded are destroyed when they are no longer required for business or other purposes, and any personal information is safeguarded in accordance with this Agreement.
6. If you have a Service with us, we may use, disclose

to and collect from credit bureaus or financial service industry databases, credit and other information about you in order to offer you pre-approved credit products or margin facilities.

7. We may give information (except health information) about you to other members of Scotiabank (where the law allows this) so that these companies may communicate with you directly about their products and services. This consent will also apply to any companies that form a part of Scotiabank in the future. You also agree that we may provide you with information about or from third parties we select. Your consent to this is not a condition of doing business with us and you may withdraw it at any time (see below).
8. We may ask you for contact information such as your telephone, mobile or fax number or email address, and keep and use this information as well as disclose it to other members of Scotiabank so that we or any of these companies may contact you directly through these channels for the purpose of marketing, including telemarketing. This consent will also apply to any companies that form a part of Scotiabank in the future. Your consent to this is not a condition of doing business with us and you may withdraw it at any time (see below).
9. If we sell a company or a portion of the business or assets of a Scotiabank company, we may release the information we hold about you to the prospective purchaser. We will require any prospective purchaser to protect the information provided and to use it in a manner that is consistent with Scotiabank privacy policies and practices.
10. We may keep and use information about you in our records for as long as it is needed for the purposes described in this Agreement, even if you cease to be a customer.
11. You agree that all information that you give us will, at any time, be true and complete. If any personal information changes or becomes inaccurate or out of date, you are required to advise us so we can update our records.

REFUSING OR WITHDRAWING CONSENT

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

of access to Services, or information that may be of value to you.

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

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

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

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

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

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

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

participation in contests and promotions administered by the electronic payment service providers, credit or charge card associations and loyalty program partners on our behalf.

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

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

IN ADDITION, IF YOU ACCEPT AN INSURANCE SERVICE WITH US

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

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

ACCESSING YOUR INFORMATION

Subject to legal, regulatory and contractual requirements, you can request to access the personal information we hold about you. Much of this information is already accessible by you, for example: through your account statements or bankbook updates; by visiting the branch or office where you regularly do business; by accessing your account

online; or through the Customer Contact Centre. However, if you need access to any other information, you must direct your request in writing to the President's Office (see contact details below under "Further information").

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

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

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

FURTHER INFORMATION

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

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

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

If you have a general question about Scotiabank's privacy policies, please contact the branch or office you deal with or call us toll free at 1-800-472-6842. If your branch or office is not able to resolve your concern to your satisfaction, contact the President's Office:

Telephone: 1-877-700-0043

Fax: 1-877-700-0045
Email: mail.president@scotiabank.com
Letter: The President, Scotiabank
44 King Street West, Toronto ON M5H 1H1

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

¹ For a list of Scotiabank's principal affiliates and subsidiaries enterprise-wide, please refer to the most recent *Annual Report* available on the Scotiabank website at www.scotiabank.com.

Terms & Conditions

Scotia Rewards Program – Terms & Conditions for Scotiabank® Visa* Cardmembers

These are the terms and conditions for the *Scotia Rewards*® program (the "Program") that apply to the following cards: ScotiaGold Passport® Visa* Card, ScotiaGold Passport® *for business* Visa* Card and Scotiabank® Rewards Visa* Card (each a "Program Card" or "Card") issued by The Bank of Nova Scotia ("Scotiabank").

Other Definitions that you should know:

Cardmember or *Scotia Rewards* Cardmember: An individual that has a Program Card.

Co-Borrower: The secondary borrower on a joint Program Card Account.

Primary *Scotia Rewards* Cardmember or Primary Cardmember: The individual in whose name a Program Card Account is opened and who is the first name on that Account.

Program Site: The site where you can gain access to the Program (currently located at scotiarewards.com).

Supplementary Cardmember: An additional Cardmember on your Program Card Account that is not the Primary *Scotia Rewards* Cardmember or the Co-Borrower. Also known as an "authorized user".

Your name: The name of the Primary Cardmember, Co-Borrower or name of the business.

A. Participation Requirements and Use of Personal Information

The Program is automatically available to each of the above Program Cards and the accounts associated with those Program Cards (the "Program Card Accounts" or "Accounts"), so long as the Cards and Accounts are in good standing¹.

The Program is offered at no extra cost on the Program Card with no additional application or enrollment required.

As a *Scotia Rewards* Cardmember, you can receive communications with updates and special offers as part of the Program by signing up at scotiarewards.com, or by telephone through our *Scotia Rewards* Program Site, or we may allow you to receive updates and special offers by other methods. As a customer of Scotiabank and a *Scotia Rewards* Cardmember, the Scotiabank Privacy Agreement protects your privacy and your personal information.

B. Earning and Redeeming **Scotia Rewards** Points and Adding Delegates

1. Earning Points

The program is based on a points system of "*Scotia Rewards* points". *Scotia Rewards* points are also referred to as "points".

You are awarded **one (1) *Scotia Rewards* point** for every **\$1.00** in purchases of goods and services charged to a ScotiaGold Passport Visa Card account or a ScotiaGold Passport *for business* Visa Card account.

You are awarded **one (1) *Scotia Rewards* point** for every **\$2.00** in purchases of goods and services charged to a Scotiabank Rewards Visa Card account.

For all Program Card Accounts:

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

Scotia Rewards points will be added to a Program Card Account shortly after a debit transaction for a purchase has been posted to that Account, and will be deducted (or cancelled) from the Program Card Account if a credit for any returned purchase (or similar credit such as a refund or credit voucher) is posted to that Account or for any other adjustments to previously billed purchases.

Scotia Rewards points will not be posted to a Program Card Account that is not in good standing¹ or to a Program Card Account that is not open at the time of posting.

Purchases made by a Supplementary Cardmember will earn points for the benefit of the Primary *Scotia Rewards* Cardmember on the Program Card Account (and any Co-Borrower on that Account).

Supplementary Cardmembers earn the same number of points on purchases as the Primary *Scotia Rewards* Cardmember (and Co-Borrower) earn, unless we advise you otherwise.

Checking your Points Balance:

Every month the statement for the Program Card Account will detail the number of points earned since the previous statement (for the prior statement period), the balance of points carried forward from a previous statement (for the prior statement period), the number of points redeemed or adjusted in that statement (for the prior statement period) and the new *Scotia Rewards* points balance for the Program Card Account. *Scotia Rewards* points information for a

Program Card Account is also available to the Primary *Scotia Rewards* Cardmember (or Co-Borrower) by registering and logging into scotiarewards.com where points balances are updated daily based on the transactions that have been posted to the Program Card Account as of that date. Transactions may require several business days to be posted to the Account and the points balance shown may not always be up to date.

2. Redeeming Points

Scotia Rewards points can only be redeemed as set out in these terms and conditions. Redemptions of *Scotia Rewards* points can be made for a travel purchase (also referred to as a travel booking), merchandise and other non-travel rewards such as gift cards, pre-paid cards or other items/goods and services as described in these terms and conditions.

Scotia Rewards Cardmembers who redeem *Scotia Rewards* points are responsible for any taxes associated with their redemption and if applicable, must declare the value of those redemptions to appropriate tax authorities.

3. Redeeming Points on Closed Accounts

If a Program Card Account is closed (including if you cancel a Program Card), any unredeemed *Scotia Rewards* points can be redeemed within 60 days of closing the Account(s), provided the Account is in good standing¹, after which time the unredeemed points will be permanently cancelled.

If the Program Card Account is closed, you will not be able to redeem any points for a Post Purchase Travel Redemption.

If you have multiple eligible Program Cards, you may transfer any accumulated *Scotia Rewards* points to another Scotiabank Credit Card Account that earns *Scotia Rewards* points before electing to close the Account, provided the Account(s) are open and in good standing¹ and the Account(s) are in your name.

If the *Scotia Rewards* Account is closed by Scotiabank because it is not in good standing¹, the *Scotia Rewards* points associated with that Account cannot be redeemed and will be immediately cancelled.

4. Adding a Delegate

A Primary *Scotia Rewards* Cardmember or Co-Borrower may delegate a representative to redeem points on their behalf. Visit scotiarewards.com or contact the *Scotia Rewards* Centre for details.

C. Transferring Points

1. When Points can be Transferred

Scotia Rewards points are non-transferable. However, if you have more than one Program Card Account in your name, we may allow you to transfer *Scotia Rewards* points to an open Program Card Account in

your name before electing to close a Program Card Account, provided the Account(s) are in good standing¹.

For a joint Program Card Account, if you are the Primary *Scotia Rewards* Cardmember or Co-Borrower, you may transfer *Scotia Rewards* points to another Program Card Account, provided each of those Accounts are in good standing¹ and each Account is in your name.

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

Scotia Rewards Cardmembers can go to **scotiarewards.com** to complete a transfer of points. If you have any questions, visit us online or contact the *Scotia Rewards* Centre.

2. Points Transfer on Death or Separation/Divorce or Change in Business Ownership or Legal Structure

Upon the death of a Primary *Scotia Rewards* Cardmember and verification by Scotiabank, if there is no Co-Borrower on the Program Card Account, the estate of the Primary *Scotia Rewards* Cardmember can redeem unused *Scotia Rewards* points for up to 60 days from the date of death provided that Account is in good standing¹ after which time, unredeemed *Scotia Rewards* points will be permanently cancelled. In the case of a joint Program Card Account, the surviving Primary *Scotia Rewards* Cardmember or Co-Borrower, as the case may be, can elect to redeem unused *Scotia Rewards* points for up to 60 days from the date of death or can request to transfer them to a new Program Card Account in their name, provided the Account(s) are in good standing¹. Otherwise, the unredeemed *Scotia Rewards* points will be permanently cancelled.

Points cannot be divided or otherwise transferred in the event of separation or divorce.

In the event that a change in legal structure (e.g., Sole Proprietor to incorporated) or changes in ownership of a business occurs, transfer of points to the Scotiabank credit card replacement account that earns points will be allowed.

D. Non-Travel Rewards

Scotia Rewards points can be redeemed for non-travel rewards on **scotiarewards.com**. Non-travel rewards include items such as merchandise, gift cards and Scotiabank Prepaid Cards. You may redeem Non-Travel Rewards, redeeming *Scotia Rewards* points only ("Points Only") or redeeming *Scotia Rewards* points plus charging the balance to your Program Card ("Points Plus Charge") on selected merchandise.

All merchandise appearing in the *Scotia Rewards* catalogue is subject to availability. Some rules and restrictions may apply. For additional information and a complete copy of the *Scotia Rewards* catalogue, please visit scotiarewards.com.

Other terms you should know about Non-Travel Rewards:

1. Scotiabank Visa Prepaid Card

For instructions on how to redeem *Scotia Rewards* points for Scotiabank Visa Prepaid Cards, please visit scotiarewards.com. Scotiabank Visa Prepaid Cards are subject to the terms of the Scotiabank Prepaid Cardholder Agreement

2. Gift Cards

When redeeming *Scotia Rewards* points for a Gift Card, remember that the terms and conditions that apply to that Gift Card are set by the issuer that issues the gift card, not Scotiabank. Please review specific terms and conditions carefully upon receipt of your Gift Card.

3. How to Redeem Points for Non-Travel Rewards:

You can redeem *Scotia Rewards* points for non-travel rewards using two methods:

- i Redeem using points only
- ii Redeem using points and a charge to your Program Card on selected merchandise.

4. Additional terms that apply to Non-Travel Rewards:

- Non-Travel Rewards are sent by pre-paid delivery service during normal business hours and it may be necessary for you to make appropriate arrangements for receipt.
- Every attempt is made to deliver the order as quickly as possible. However, Scotiabank is not responsible for delays due to a union dispute, postal disruption or any other reason.
- Where applicable, merchandise non-travel rewards are delivered with the Manufacturer Warranties and Service Policies/Warranties.
- Retain all documents for your records.
- If the item ordered arrives damaged or is missing pieces, please contact the *Scotia Rewards* Centre immediately at scotiarewards.com or by calling 1-800-665-2582.

For details on how to cancel or return Non-Travel Rewards, please visit scotiarewards.com.

Note: Purchase Insurance: Your Program Card may include insurance coverage for purchases made on your Program Card, including non-travel rewards. Please refer to scotiabank.com or to the Certificates of Insurance provided with your Program Card for a full description of any included coverage. For all insurance coverages, certain limitations, restrictions and

exclusions apply[◇].

Please visit scotiarewards.com for additional terms and conditions that apply to non-travel rewards under the Program.

E. Travel Purchases through the *Scotia Rewards* Travel Service

The *Scotia Rewards* Travel Service is provided by a licensed third party travel agent (Hogg Robinson Canada Inc.) ("HRG").

1. Booking Travel through the *Scotia Rewards* Travel Service

You can purchase travel through the *Scotia Rewards* Travel Service in two ways:

Sign on to the *Scotia Rewards* Program Site to book your purchase online through the Program Site; or call the *Scotia Rewards* Travel Service at 1-800-665-2582 and speak with a Travel Consultant. Remember: If you book travel by phone, a booking fee will be charged by the *Scotia Rewards* Travel Service (disclosed to you at the time of booking or by visiting scotiarewards.com for details) for that travel purchase and will be charged to your Program Card Account. Booking fee is subject to change.

2. Redeeming Points for Travel Purchases:

You can redeem your *Scotia Rewards* points for a travel purchase made through the *Scotia Rewards* Travel Service using the following options:

i. Redeeming points ("Points Only")

This payment option allows you to redeem points for the entire amount of your travel purchase made through the *Scotia Rewards* Travel Service;

ii. Redeeming points plus a charge to your Program Card ("Points Plus Charge")

This payment option allows you to book travel through the *Scotia Rewards* Travel Service and the value of any *Scotia Rewards* points redeemed will be deducted from the total purchase with the difference in the amount for that travel purchase then charged to your Program Card.

You will earn points only on the amount of the travel purchase charged to your Program Card. You will not earn points on the amount of the travel purchase towards which you redeem points.

The minimum point redemption is **5,000 points (5,000 points is equivalent to \$50 in travel savings)** each time a redemption towards a travel purchase is made through the *Scotia Rewards* Travel Service.

3. Cash Back Rebate on Travel Purchases made through the *Scotia Rewards* Travel Service

(ScotiaGold Passport Visa Card or ScotiaGold Passport *for business* Visa Cards only) ScotiaGold Passport Visa Card accounts or ScotiaGold Passport *for business* Visa Card accounts can earn 5% in cash back

(the "Cash Back Rebate") on the amount of travel purchases made on their Program Card Account if:

- i. the travel purchase is made through the *Scotia Rewards* Travel Service; and
- ii. the entire amount of the travel purchase is charged to the ScotiaGold Passport Visa Card or ScotiaGold Passport for business Visa Card account either through (a) using a "Points Only" option to charge entire amount of the travel purchase ("Points Only") to the applicable Program Card Account OR (b) using a "Points Plus Card" option to redeem points towards a partial amount of the travel purchase and applying the balance of that travel purchase to the Program Card.

Eligible purchases that can earn the Cash Back Rebate are limited to: airline tickets, pre-packaged tours and cruises booked through *Scotia Rewards* Travel Service.

Taxes, service charges, insurance, accommodations, car rentals, fully independent tours and personal expenditures, such as meals, are excluded from earning the Cash Back Rebate, unless such items are already included in the pre-packaged tours purchased through the *Scotia Rewards* Travel Service.

When using the "Points Plus Card" option to redeem points for a travel purchase through the *Scotia Rewards* Travel Service, the Cash Back Rebate is applicable only to the portion of the travel purchase that is charged to the ScotiaGold Passport Visa Card or the ScotiaGold Passport *for business* Visa Card accounts, not any amount of the travel purchase for which a points redemption is applied.

The Cash Back Rebate is provided by a third party provider. Scotiabank is not responsible for the Cash Back Rebate. A Cash Back Rebate can take up to 6 to 8 weeks to be posted to your Account and appear on your statement. For more information about the Cash Back Rebate, visit scotiarewards.com.

4. Other Information about Travel Purchases through the *Scotia Rewards* Travel Service

Availability / Pricing: All travel rewards listed in the *Scotia Rewards* Catalogue, *Scotia Rewards* Program Site or any other brochure or notice made available to you, are subject to availability by the travel supplier, hotel or any other applicable supplier. The *Scotia Rewards* Travel Service does not commit to price matching other than the Best Price Guarantee program.

Travel Confirmations: All correspondence and travel documents/itinerary provided by *Scotia Rewards* Travel Service will be sent to the Primary Cardmember's (or Co-Borrower's) address or email appearing in our records at *Scotia Rewards* Travel Service or at the

address instructed by the Primary Cardmember (or Co-Borrower). We are not responsible for any failure to receive these travel documents if we send them to the address appearing in our records at the *Scotia Rewards* Travel Service or the instructions we receive from the Primary Cardmember or Co-Borrower.

Travel Documents: You and your travel companions are responsible to ensure that you have in your possession, on departure and as otherwise required, all necessary travel documents. We are not responsible if you do not have the necessary travel documents and you will not be entitled to any compensation from us. It is your responsibility to check with the airlines and other travel suppliers for all estimated departure times, arrival times, and check-in times.

Pay at Destination: While most hotel and car rental bookings will be prepaid (requiring Cardmembers to pay only local tax and incidentals at check-out/dropoff), there may be occasions where a prepayment is not possible. In these situations, your hotel and/or car bookings will be considered a "Pay At Destination" booking. For these bookings, points are redeemed in the form of a travel credit. The travel credit is applied to your Program Card Account within 14 days of the date of this booking. Full payment is collected by the hotel and/or car rental agency. Pay at Destination is only applicable to trips reserved through the *Scotia Rewards* Travel Service and paid with a Program Card.

Travel Cancellation: If you wish to cancel your travel booking before your travel departure date, or any portion of it, made through the *Scotia Rewards* Travel Service, we will attempt to assist you but you agree that any cancellation is subject to the terms and conditions of the third party travel supplier that is providing that travel purchase and the terms of the travel purchase itself. In some cases, this means that for non-refundable tickets, cancellations are not allowed or are subject to cancellation fees. Any cancellation fees will be charged directly to the Program Card Account on which the travel purchase was made.

Travel cancellations and/or changes made to travel purchases outside of *Scotia Rewards* Travel Service hours are dependent on the terms set by the third party travel providers and their hours of operation. The *Scotia Rewards* Travel Service is not responsible for earlier closures or any cancellation of these travel purchases by the third party travel providers.

Point redemptions for travel purchases are final. However, if you are able to cancel a travel purchase for which you redeemed *Scotia Rewards* points, we will credit the Program Card Account for the points redeemed at the value they were redeemed at.

Travel Insurance: Your Program Card may include insurance coverages related to travel. Please refer to the rewards and travel benefits posted online at scotiabank.com or to the Certificates of Insurance provided with your Program Card for a full description of any included coverage. For all insurance coverages, certain limitations, restrictions and exclusions apply, including a pre-existing condition exclusion for certain benefits[◇].

F. Post Purchase Travel Redemption

You can purchase eligible travel or related travel expenses at a travel provider other than the *Scotia Rewards* Travel Service (e.g., other travel agencies, tour operators and online travel websites) (the "**Other Travel Suppliers**"). These types of purchases at Other Travel Suppliers are called "**Post Purchase Travel Redemptions**" (also referred to as "Apply Points to Travel").

Scotia Rewards points are redeemable for Post Purchase Travel Redemptions made through your Program Card. To redeem *Scotia Rewards* points for a Post Purchase Travel Redemption at Other Travel Suppliers, the purchase must first appear (post) on the Program Card Account. *Scotia Rewards* Cardmembers can then redeem points towards the amount of the Post Purchase Travel Redemption charged to the Program Account through scotiarewards.com or by calling 1-800-665-2582.

The Post Purchase Travel Redemption must be charged on your Program Card Account and recognized by our systems with the Merchant Category Codes or identifiers: airlines & air carriers, airports, flying fields, and airport terminals; lodgings, hotels, motels and resorts, trailer parks and campgrounds; passenger railways, bus lines, steamship and cruise lines; travel agencies and tour operators, automobile rental agency, motor home and recreational vehicle rentals. These Merchant codes/identifiers and categories are subject to change.

The Post Purchase Travel Redemption can include related taxes, booking fees, airport fees and travel insurance premiums.

You must redeem *Scotia Rewards* points within 12 months from the date when the Post Purchase Travel Redemption is posted to the Program Card Account (the posting date). It may take up to two statement periods for the points redeemed towards a Post Purchase Travel Redemption to appear as a credit on your Program Card Account. Points redeemed cannot be reversed once posted to the Account. To redeem *Scotia Rewards* points towards your Post Purchase Travel Redemption, the Program Card Account must be open and in good standing¹.

The value of the points redeemed cannot exceed the amount of the Post Purchase Travel Redemption charged to your Program Card Account.

The minimum point redemption is **5,000 points (5,000 points is equivalent to \$50 in travel savings)** each time a redemption towards a Post Purchase Travel Redemption is made.

G. Redeem *Scotia Rewards* Points for Credit

A Primary *Scotia Rewards* Cardmember or Co-Borrower can redeem points online through **scotiarewards.com** for a credit that will be applied to the Program Card Account or we may from time to time send a Primary *Scotia Rewards* Cardmember or Co-Borrower an offer to redeem points for a credit. Your Program Card Account must be open and in good standing¹ at the time the credit is applied to the Program Card Account.

It may take up to two statement periods, following a request to redeem points for a credit, for the credit to appear on the Program Card Account. Once the request to redeem *Scotia Rewards* Points for a Credit has been submitted, you cannot cancel the request and no changes can be made. The credit will be applied towards the balance of the Program Card Account, not towards a particular transaction.

For additional information and instructions on how to redeem *Scotia Rewards* Points for a Credit, including if any minimum redemption amounts are required, please visit scotiarewards.com.

H. Points Status when Switching Cards

If you switch your Program Card Account to another Program Card Account, then your accumulated *Scotia Rewards* points will transfer over to your new Program Card Account, so long as both Accounts are in your name and are in good standing¹.

If you switch (transfer) your Program Card to a Scotiabank credit card that does not offer the *Scotia Rewards* Program, your *Scotia Rewards* points will not transfer over to your new Scotiabank credit card. In that case, you may redeem any unused *Scotia Rewards* points for merchandise within 60 days of the switch, provided your Program Card Account and the other Scotiabank credit account are in good standing. After 60 days, unredeemed points will be permanently cancelled.

I. Cancelled, Lost or Stolen Program Cards

Cancelled Program Cards on Program Card Accounts are not eligible to earn *Scotia Rewards* points after their cancellation date. If your Program Card is lost or stolen, we will replace that Program Card and transfer your points to the new Program Card Account opened in your name for the replacement card.

J. Changes to this Program

Scotiabank reserves the right to modify, terminate, suspend or extend or otherwise alter all or any of the terms and conditions of the *Scotia Rewards* program by giving 30 days' notice, including the following:

- i. The amount of points earned or redeemed through the Program;
- ii. The value of points;
- iii. What you can or cannot redeem points for;
- iv. When you can transfer points and to whom;
- v. The length of time available to redeem points; or
- vi. Any fees or charges that apply to this Program including booking fees.

In the event we terminate this Program, the Primary Cardmember will be notified and can redeem any unused points within 60 days after the Program's termination date, provided their Program Account(s) is in good standing¹.

K. General Program Terms

Good Standing: If the Program Card Account is not in good standing, *Scotia Rewards* points are not eligible for redemption and the Account will not earn points.

Canadian \$: All amounts referred to are in Canadian dollars unless otherwise noted.

L. Disclaimers

The Bank of Nova Scotia (Scotiabank) and any of the third party service providers that are retained by Scotiabank to assist us in providing the *Scotia Rewards* Program (each a "Program Provider") are not liable or responsible for any damages, injuries or disabilities that occur, including during travel redeemed through the Program, while using any rewards redeemed through the Program or for any cash back under the Program.

Scotiabank and its Program Providers (including HRG), their affiliates, employees, agents or contractors are not liable or responsible for any damages or losses, including without limitation indirect, consequential, special, incidental or punitive damages resulting from or caused by the fulfillment or non-fulfillment of services (including rewards) under this Program.

Scotiabank and its Program Providers (including HRG) are not responsible for any purchases or other goods and services provided by third parties including Other Travel Providers.

While we will try to satisfy Cardmembers with an equivalent replacement or a credit adjustment of points, Scotiabank and our Program Providers, will not assume any costs related to the failure of suppliers to deliver the rewards.

Please see the Revolving Credit Agreement that you received with your Program Card about settling disputes directly with a merchant or visit

scotiabank.com for a copy of your Revolving Credit Agreement.

Scotiabank and its Program Providers do not make any warranties or representations with respect to the quality or fitness for use of any rewards, including the nature or quality of any of the travel rewards.

® Registered trademark of The Bank of Nova Scotia.

™ Trademark of The Bank of Nova Scotia.

* Visa Int./Licensed User.

All other trademarks or brand names are the property of their respective owners.

Services or rewards (including travel rewards through the **Scotia Rewards** Travel Service or non-travel rewards such as merchandise, gift cards, and other non-travel rewards) made available, or provided, through the **Scotia Rewards** Program by a third party are the responsibility of that third party. Scotiabank and its affiliates are not responsible for such services or rewards including their delivery, return, or fitness for use.

¹ A Program Card Account and associated Program Card(s) is in good standing if the Account is not delinquent (past due) or over limit and the Cardmember(s) is not in breach of the Revolving Credit Agreement that applies to the Program Card Account. If the Account is not in good standing, the accumulated Scotia Rewards points are not eligible for redemption.

ScotiaGold Passport® *for business* Visa® Card Disclosure

1. ANNUAL INTEREST RATE(S)

Annual interest rates are in effect on the day the account is opened (whether or not a card is activated).

Purchases: 19.99%

Cash advances**, balance transfers and Scotia®
Credit Card Cheques: 22.99%

Your preferred annual interest rates will increase to standard rates of 24.99% on purchases and 27.99% on cash advances, balance transfers and Scotia Credit Card Cheques if you do not make your minimum payment by the payment due date 2 or more times in any 12 month period. This will take effect in the third statement period following the missed payment that caused the rates to increase. These rates will remain in effect until you make your minimum payments by the payment due date for 12 consecutive months.

2. ANNUAL FEES

\$120.00 for the primary cardmember card.

\$50.00 for each additional card.

To be charged when the card is issued (regardless of activation) and will be billed to your first statement and once a year thereafter.

3. INTEREST-FREE GRACE PERIOD

You will benefit from an interest-free grace period of at least 21 days for new purchases± if you pay off your balance on your monthly statement in full by the payment due date. This grace period will be automatically extended to at least 25 days on your next monthly statement whenever you do not pay your balance in full by the payment due date. Upon paying your balance in full by the payment due date, this grace period will revert back to at least 21 days on your next monthly statement. There is no interest-free grace period for cash advances, balance transfers and Scotia Credit Card Cheques.

4. MINIMUM PAYMENT

Interest Charges + Fees + \$10.00 plus any overdue or overlimit amount.

Your minimum payment will include Interest Charges on your monthly statement, plus cash advance fee(s), plus any dishonoured payment fees, plus any dishonoured *Scotia* Credit Card Cheque fees, plus \$10.00.

In addition, amounts showing on your monthly statement as OVERDUE or OVERLIMIT must be paid immediately and will be added to the minimum payment.

5. FOREIGN CURRENCY CONVERSION

Transactions made in a foreign currency will be converted and posted to your account in Canadian currency. The exchange rate is determined by Visa Inc. on our behalf on the date that the transaction is settled with Visa Inc. This exchange rate may be different from the rate in effect on the transaction date. When the transaction is posted to your account, in addition to the exchange rate, you will be charged a foreign currency conversion mark-up equal to 2.50% for each foreign currency transaction. The mark-up applies to both debit and credit transactions.

For account payments and *Scotia* Credit Card Cheques, the exchange rate will be the posted rate charged to customers at any branch of The Bank of Nova Scotia on the date the transaction occurs. For any reversal of these transactions, the exchange rate will be determined in the same manner as of the date that the transaction is reversed.

6. OTHER FEES

Other fees to be charged on the day the transaction occurs (unless otherwise indicated):

Cash advance fee for each cash advance:

- processed by Scotiabank or any financial institution in Canada: \$3.50
- obtained at any Scotiabank Automated Banking Machine (ABM) in Canada: \$3.50
- obtained at any non-Scotiabank ABM in Canada displaying the *Interac*⁺ symbol: \$3.50
- obtained at any ABM outside of Canada: \$7.50

- processed by Scotiabank or any financial institution outside of Canada: \$7.50
- obtained at any Global ATM (ABM) Alliance Bank outside of Canada: \$3.50
- cash-like transaction fee: \$4.00
- balance transfer fee: \$3.50 will apply to all balance transfers processed by Scotiabank

Promotional low rate fee: 3% (unless waived or reduced by us in the offer) of the amount of each transaction under a promotional low rate offer made to you (minimum fee of \$3.50). A promotional rate means the rate is lower than your preferred annual interest rates. Promotional low rate offers may apply to cash advances, balance transfers or

Scotia Credit Card Cheques. The exact promotional low rate fee will be disclosed to you at the time the offer is made.

Scotia Credit Card Cheque fee: \$3.50 will apply to each transaction made using a *Scotia* Credit Card Cheque.

Dishonoured payment fee: \$48.00. Fee is charged for each credit card payment dishonoured by your financial institution on the date the payment is returned/dishonoured.

Dishonoured *Scotia* Credit Card Cheque fee: \$48.00. Fee is charged on the date the cheque is returned for each cheque which is returned due to insufficient credit available in your account.

Replacements: Each replacement sales draft, cash advance draft or monthly statement: \$5.00.

Overlimit fee: \$29.00. Fee is charged on the day your balance first exceeds your credit limit and then once per statement period (charged on the first day of the statement period) if your account remains overlimit from a previous statement period.

The Bank reserves the right to waive any fees or charges in its discretion.

All rates, fees and other terms are effective as of August 1, 2016 and are subject to change. For information on current interest rates and fees, please call 1-888-882-8958 or visit scotiabank.com.

± Annual fees, dishonoured payment fees, dishonoured Scotia Credit Card Cheque fees and overlimit fees are treated as purchases and the annual interest rate for purchases will apply to them. The interest-free grace period described above in this disclosure statement also applies to them.

** Cash advances: Cash advances include "cash-like transactions" which are monetary transactions posted to your account and include wire transfers, foreign currency, travellers cheques, money orders and gaming chips.

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* Visa Int. / Lic. User.

+ Interac Inc. owner of the mark Interac. The Bank of Nova Scotia authorized user of the mark.

Certificate of Purchase Security, Extended Warranty, Lost Luggage, Delayed Luggage and Hotel/Motel Burglary

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

This Certificate of Insurance is effective when a Cardmember's Account is eligible for coverage anytime after August 1, 2019. This Certificate provides the principal terms, conditions, limitations and exclusions of the provisions of Group Policy **No. BNS102017**. The Group Policy alone constitutes the agreement under which benefits will be provided. The Group Policy is issued by American Bankers Insurance Company of Florida (the Insurer) to The Bank of Nova Scotia (the Policyholder). You or a person making a claim under this Certificate may request a copy of the Group Policy by writing to the Insurer at the address shown below. Please read this Certificate of Insurance carefully and keep it with Your Benefits Guide.

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

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

1. DEFINITIONS

In this Certificate of Insurance, the following words and phrases have the meanings set for the below:

Account means the unexpired, unrevoked ScotiaGold Passport® *for business* Visa* Account of a Cardmember.

Cardmember means the primary cardholder under a ScotiaGold Passport *for business* Visa Account and any additional cardholder whose name is embossed on the card. The Cardmember may be referred to as "You" or "Your".

Check In means the moment the Insured Person registers at the Hotel/Motel.

Check Out means the moment the Insured Person vacates the Hotel/Motel room and pays the itemized total cost incurred for the duration of the stay by charging the full cost to the Account.

Checked Luggage means suitcases or other containers specifically designated for carrying personal belongings, for which a baggage claim check has been issued to the Insured Person by a Common Carrier.

Common Carrier means any land, water or air conveyance which is licensed to carry passengers for compensation and which undertakes to carry all persons indifferently who may apply for passage, so long as there is room, and there is no legal excuse for refusal.

Delayed Luggage means an Insured Person's Checked Luggage which is delayed by the Common Carrier for more than four (4) hours from the Insured Person's time of arrival at the Final Destination.

Essential Items means essential clothing and toiletries contained in the Delayed Luggage, which the Insured Person must replace during the period of delay.

Final Destination means the away-from-home ticketed destination for any particular day of travel, as shown on your Ticket.

Hotel/Motel means an establishment located in Canada or the United States that provides lodging for the general public, and usually meals, entertainment, and various personal services.

Immediate Family Member means the Insured Person's spouse, dependent children, and parents residing with the Insured Person.

Insured Item means a NEW item (a pair or set being one item) of personal property, for which the full Purchase Price is charged to an Account.

Insured Person means a Cardmember, and any Immediate Family Member travelling with a Cardmember.

Manufacturer's Warranty means an express written warranty issued by the manufacturer of the Insured Item at the time of purchase of an Insured Item, which warranty is valid in Canada or the United States.

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

Other Insurance means any and all policies of insurance or indemnity which provide additional coverage to a Cardmember for loss or damage covered under the Group Policy and as further defined in Section 9 of this certificate.

Purchase Price means the actual cost of the Insured Item, including any applicable sales tax, as shown on the store receipt.

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

Ticket means evidence of fare paid for travel on a CommonCarrier, which has been charged to Your Account.

Trip means the scheduled period of travel away from the Insured Person's usual place of residence as

determined by the departure and return dates to their province or territory of residence.

2. PURCHASE SECURITY

- a) **Coverage** – The Purchase Security Plan automatically, without registration, protects most new Insured Items purchased anywhere in the world (provided the full Purchase Price is charged to the Account) by insuring them for ninety (90) days from the date of purchase in the event of loss, theft, damage or fire in excess of Other Insurance. If the item is lost, stolen or damaged, it will be replaced or repaired. Replacement will be up to the original Purchase Price or the replacement price, whichever is less. In the event that the Insured Item cannot be repaired or replaced, the Insurer, at its sole option, may reimburse the Cardmember up to the Purchase Price.
- b) **Excluded Items** – Purchase Security does not cover the following items: travellers' cheques, cash, tickets or any other negotiable instruments; bullion, rare or precious coins; art objects (such as but not limited to hand made items, limited editions, original, signature pieces or collectible plates); preowned or used items, including antiques and demos; animals; living plants; perishables such as food and liquor; aircraft and parts and accessories thereof; automobiles, motorboats, motorcycles or any other motorized vehicles and parts and accessories thereof; items consumed in use; services; ancillary costs incurred in respect of an Insured Item and not forming part of the Purchase Price; parts and/or labour required as a result of mechanical breakdown; and mail order items until received and accepted by the Cardmember; and jewellery transported/stored in baggage which is not under the supervision of the Cardmember or Cardmember's travelling companion. In the event baggage containing jewellery is stolen in its entirety while under the supervision of the Cardmember or Cardmember's travelling companion, the maximum coverage is limited to \$2,500 per incident.
- c) **Gifts** – Insured Items the Cardmember gives as gifts are covered under the Purchase Security Plan subject to compliance with the terms and conditions of the coverage offered hereunder.

3. EXTENDED WARRANTY

- a) **Coverage** – The Extended Warranty Plan provides the protected Cardmember with double the period of repair services, up to a maximum of one additional full year, when the full Purchase Price is charged to the Account, in accordance with the terms and conditions of the original Manufacturer's Warranty on most Insured Items purchased

anywhere in the world, provided the Manufacturer's Warranty is honoured in Canada or the United States.

- b) **Registration** – Insured Items with a valid Manufacturer's Warranty of five (5) or more years are ONLY covered if registered within the first year of purchase. Insured Items with a Manufacturer's Warranty of less than five (5) years DO NOT require registration. To register warranties of five (5) or more years, the Cardmember must send to the Insurer, legible and complete copies of the store receipt; the ScotiaGold Passport *for business* Visa charge slip; the Manufacturer's Warranty including all wording; a description of the Insured Item including the model and serial number, if applicable.
- c) **Excluded Items** – Extended Warranty does not cover the following items: aircraft and parts and accessories thereof; automobiles, motorboats, motorcycles and any other motorized vehicles and parts and accessories thereof; used items; living plants; trim parts; services; items purchased by and/or used for a business or commercial purpose and commercial gain; dealer and assembler warranties or any other obligation other than those specifically covered under the terms of the original Manufacturer's Warranty.
- d) **Gifts** – Insured Items the Cardmember gives as gifts are covered under the Extended Warranty Plan subject to compliance with the terms and conditions of the coverage offered hereunder.

4. LOST LUGGAGE

- a) **Coverage** – The Lost Luggage Plan protects an Insured Person from theft or permanent misdirection of their Checked Luggage by a Common Carrier, provided that the full price of the Insured Person's fare has been charged to an Account, and that the Common Carrier makes a monetary reimbursement. The benefit amount payable is limited to the lesser of:
 - An amount equal to the cash reimbursement made by the Common Carrier to a combined maximum of \$1,250, or
 - the value of the Checked Luggage, whichever is less.
- b) **Excluded Items** – Lost Luggage does not cover: animals; any conveyance or appurtenances except bicycles; contact lenses; eyeglasses; hearing aids; artificial teeth; dental bridges; prosthetic limbs; money; securities; credit cards and any other negotiable instruments; tickets and documents; cameras; sporting equipment; business items; art objects (such as but not limited to hand made items, limited editions, original, signature pieces or

collectible plates); electronic equipment; luggage not checked; luggage held, seized, quarantined or destroyed by customs or government agency and where no reimbursement, or a non-monetary (tickets, coupons, travel vouchers) settlement is made by the Common Carrier.

5. DELAYED LUGGAGE

- a) **Coverage** – The Delayed Luggage Plan reimburses an Insured Person for the cost of replacing Essential Items, if the Insured Person's Checked Luggage is not delivered within four (4) hours from the Insured Person's time of arrival at the Final Destination, provided the full price of the Insured Person's fare has been charged to an Account. The Essential Items must be purchased before the Checked Luggage is returned to the Insured Person and no later than ninety-six (96) hours after the Insured Person's time of arrival at the Final Destination. The maximum benefit payable under the Delayed Luggage Plan per Trip for all Insured Persons on the same Trip is \$1,000.
- b) **Excluded Items** – The Delayed Luggage Plan does not cover: losses occurring when Checked Luggage is delayed on a Insured Person's return home to their province or territory of residence; expenses incurred more than ninety-six (96) hours after the Insured Person's time of arrival at the Final Destination; expenses incurred after the Checked Luggage is returned to the Insured Person; losses caused by or resulting from any criminal act by the Insured Person; baggage not checked; baggage held, seized, quarantined or destroyed by a customs or government agency; money; securities; credit cards; negotiable instruments; tickets; and documents of any nature whatsoever.

6. HOTEL/MOTEL BURGLARY

- a) **Coverage** – The Hotel/Motel Burglary Plan protects the Insured Person, for the period of time between Check In and Check Out, from theft of most items of personal property from a Hotel/Motel room where there is evidence of forceful entry, ONLY within the territorial limits of Canada and the United States. Coverage is up to a maximum of \$1,000, in excess of Other Insurance and/or payments made by the Hotel/Motel, provided the full cost of the Hotel/Motel room has been charged to the Account.
- b) **Excluded Items** – Hotel/Motel Burglary does not cover: cash; cheques; securities; credit cards and any other negotiable instruments; tickets and documents.

7. ADDITIONAL LIMITS OF LIABILITY AND EXCLUSIONS

- a) **Limits of Liability** – There is a maximum lifetime liability of \$60,000 under the Purchase Security and Extended Warranty Plans.

The Insurer, at its sole option, will ask you to repair, rebuild or replace the Insured Item whether in whole or in part with a similar or like item in quality or kind. The Insurer will reimburse the LESSER of: the cost of repairs; the cost of replacement of the Insured Item or the Purchase Price. In the event that the Insured Item cannot be repaired or replaced, the Insurer, at its sole option, may reimburse the Cardmember up to the Purchase Price.

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

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

8. CLAIMS

- a) **Filing a Claim** – To initiate a claim, the Cardmember must notify Scotia Assist PRIOR to proceeding with any action or repairs and no later than forty-five (45) days from the date of loss or damage, by calling **1-800-263-0997** from within Canada and the U.S.A. or **416-977-1552** locally or collect between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday. If you would like to file a claim online, please visit <http://www.scotia.assurant.com>.

A Cardmember's failure to give notice to the Insurer within forty-five (45) days from the date of loss or damage may result in denial of the related claim.

- b) **Validation of a Claim** – The Cardmember MUST maintain ORIGINAL copies of all documents required. Where a claim is due to fraud, malicious acts, burglary, robbery, theft or attempt thereof, or is suspected to be so caused, the Cardmember MUST give immediate notice to the police or other authorities having jurisdiction. The Cardmember may be required to send, at the Cardmember's expense and risk, the damaged Insured Item on which a claim is based, to an address designated by the Insurer.
- c) **Loss Report** – Under the Purchase Security, Lost Luggage, Delayed Luggage and Hotel/Motel Burglary Plans, upon notifying the Insurer of the loss, the Cardmember will receive a Loss Report and MUST fully complete, sign and return it to the Insurer within ninety (90) days from the date of loss. The Loss Report must include all details relating to the claim together with documents required by the Insurer to determine the Cardmember's eligibility for benefits under the Group Policy.
- d) **Purchase Security** – Under the Purchase Security Plan, the Cardmember will be required to complete the Loss Report and MUST include copies of the store receipt, ScotiaGold Passport *for business* Visa card charge slip, and ScotiaGold Passport *for business* Visa statement and police report if obtainable, and if not obtainable, the department, file number, address, contact name on the file and telephone number, and any other information reasonably required by the Insurer to determine the Cardmember's eligibility for benefits under the Group Policy.
- e) **Extended Warranty** – Under the Extended Warranty Plan, a Loss Report is NOT mailed to the Cardmember. Upon notifying the Insurer of the damage and PRIOR to proceeding with any repairs, a Cardmember MUST substantiate proof of purchase and coverage eligibility under the Group Policy by submitting ORIGINAL copies of the store receipt, ScotiaGold Passport *for business* Visa charge slip and/or ScotiaGold Passport *for business* Visa statement and Manufacturer's Warranty including a signed letter detailing the description of the Insured Item by brand, model and serial number (if applicable) and the facts giving rise to the claim. Upon receipt of the completed documentation, if the claim is eligible for coverage under the Group Policy, the Insurer will provide a notice to the Cardmember containing an authorization to proceed with the necessary repairs and the particulars of the repair facility designated to complete the necessary repairs.

- f) **Lost Luggage** – Under the Lost Luggage Plan, the Cardmember will be required to complete the Loss Report and MUST include copies of the Common Carrier ticket, the baggage claim ticket, ScotiaGold Passport *for business* Visa charge slip and/or ScotiaGold Passport *for business* Visa statement, a written statement from the Common Carrier confirming i) the date, time and details of loss, ii) payout documentation from the Common Carrier including a copy of the cheque, claim form, a list of items lost and their value and iii) any other information reasonably required by the Insurer to determine coverage eligibility.
- g) **Delayed Luggage** – Under the Delayed Luggage Plan, the Cardmember will be required to complete the Loss Report and MUST include the ScotiaGold Passport *for business* Visa card charge slip and/or ScotiaGold Passport *for business* Visa statement. In addition, the Cardmember will be required to submit itemized receipts for actual expenses incurred for Essential Items and a written statement from the Common Carrier confirming all of the following specifics: i) date and time of delay; ii) date and time that the Checked Luggage was returned to the Insured Person; iii) reason or circumstances surrounding the delay; and iv) any other information reasonably required by the Insurer.
- h) **Hotel/Motel Burglary** – Under the Hotel/Motel Burglary Plan, the Cardmember will be required to complete the Loss Report and MUST include copies of the ScotiaGold Passport *for business* Visa charge slip and/or ScotiaGold Passport *for business* Visa statement, a written statement from the Hotel/Motel confirming the date, time and details of the loss, police report if obtainable, and if not obtainable, the department, file number, address, contact name on the file, and telephone number, payout documentation from Other Insurance carrier if applicable, and any other information reasonably required by the Insurer to determine coverage eligibility.

9. OTHER INSURANCE

Where an Insured Person has Other Insurance, the loss or damage MUST be reported to the primary carrier in addition to filing with the Insurer, and copies of the payout documents from the Other Insurance carrier must be provided to the Insurer. If the loss or damage is not covered under the Other Insurance, a letter from the Other Insurance carrier so indicating may be required. **The insurance extended under the Group Policy by the Insurer is issued strictly as excess coverage and does not apply as contributing insurance. The coverage extended under the**

Group Policy will reimburse the Cardmember only to the extent a permitted claim exceeds coverage and payment under Other Insurance, regardless of whether the Other Insurance contains provisions purporting to make its coverage non-contributory or excess. The Group Policy also provides coverage for the amount of the deductible under Other Insurance.

10. SUBROGATION

As a condition to the payment of any claim to a Cardmember, the Cardmember and/or any Insured Person shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. The Cardmember and/or any Insured Person shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Cardmember and/or Insured Person.

11. BENEFITS CARDMEMBER ONLY

This protection shall inure ONLY to the benefit of the Cardmember. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits.

12. DUE DILIGENCE

The Cardmember shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected. The Insurer will not unreasonably apply this provision to avoid claims under the Group Policy. Where damage or loss is due to a malicious act, burglary, robbery, theft or attempt thereat, or is suspected to be so caused, the Cardmember shall give immediate notice thereof to the police or other authorities having jurisdiction. The Insurer will require evidence of such notice prior to settlement of a claim.

13. FALSE CLAIM

If a Cardmember makes any claim knowing it to be false or fraudulent in any respect, such Cardmember shall no longer be entitled neither to the benefit of protection of coverage under the Group Policy nor to the payment of any claim made under the Group Policy.

14. LEGAL ACTION

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

15. IF YOU HAVE A CONCERN OR COMPLAINT

If You have a concern or complaint about Your

coverage, please call the Insurer at **1-800-263-0997** or the Policyholder at **1-800-472-6842**. The Insurer will do its best to resolve Your concern or complaint. If for some reason the Insurer is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may also obtain detailed information for the Insurer's resolution process and the external recourse either by calling the Insurer at the number listed above or at:

www.assurantsolutions.ca/consumer-assistance.

16. PRIVACY

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

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

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Certificate of Common Carrier Travel Accident Insurance

Amended and Restated: August 1, 2019

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

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

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

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

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

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

1. DEFINITIONS

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

Account means the unexpired, unrevoked ScotiaGold Passport *for business* Visa account of a Cardmember.

Cardmember means the primary cardholder under a ScotiaGold Passport *for business* Visa Account and any additional cardholder whose name is embossed on the card. The Cardmember may be referred to as "You" or "Your".

Common Carrier means any land, air or water conveyance which is licensed to carry passengers for compensation or hire or reward and which undertakes to carry all persons indifferently who may apply for passage, so long as there is room and there is no legal excuse for refusal.

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

permanently mentally or physically challenged and incapable of self-support.

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

Loss means:

- a) With respect to life, Accidental Bodily Injury causing death.
- b) With respect to sight, speech or hearing, Accidental Bodily Injury causing entire and irrecoverable loss of sight, speech or hearing.
- c) With respect to a hand, Accidental Bodily Injury causing actual severance of the entire four fingers of the same hand at or above the knuckle joints.
- d) With respect to a foot, Accidental Bodily Injury causing actual severance of a foot at or above the ankle joint.

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

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

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

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

2. BENEFIT

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

Accidental Loss of:	Amount of Benefit	
	Cardmember or Spouse	Dependent Child(ren)
Life [†]	\$500,000	\$50,000
Total and Permanent Disability ^{††}	\$500,000	\$500,000
Both hands or both feet	\$500,000	\$500,000
One foot or one hand and the entire sight of one eye	\$500,000	\$500,000
Sight of both eyes	\$500,000	\$500,000
One hand and one foot	\$500,000	\$500,000
Speech and hearing	\$500,000	\$500,000
One hand or one foot	\$250,000	\$250,000
Sight of one eye	\$250,000	\$250,000
Speech	\$250,000	\$250,000
Hearing	\$250,000	\$250,000

[†] Loss of Life Benefits are paid to the beneficiary designated by the Insured Person; if not designated they are paid to the first surviving class in the following order: the Insured Person's Spouse; in equal share to the Insured Person's surviving children; in equal share to the Insured Person's surviving parents; in equal shares to the Insured Person's siblings; to the Insured Person's Estate. All other benefits are payable to the Insured Person.

^{††} Benefits are payable when an Insured Person has been Totally and Permanently Disabled for a period of 365 consecutive days.

The maximum benefit payable is \$1,000,000 for Loss resulting from any one occurrence.

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

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

3. COVERAGE

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

- a) Travel directly to the point-of-departure terminal for the trip shown on the Ticket.
- b) Make the trip as shown on the Ticket.
- c) Travel directly from the point-of-arrival terminal for the trip shown on the Ticket to the next destination.
- d) Coverage is also in force while the Insured Person is at a travel terminal immediately prior to or following the trip evidenced by the Ticket.

4. TERMINATION OF INSURANCE

This coverage terminates on the earliest of the following:

- a) When coverage is no longer in force as described above.
- b) When your Account is closed.
- c) When the Policy is cancelled.

5. EXPOSURE AND DISAPPEARANCE

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

If the body of the Cardmember has not been found within one year of the disappearance, stranding, sinking or wrecking of any vehicle in which the Cardmember was insured hereunder as an occupant,

then it shall be presumed, subject to all other terms of the policy, that the Cardmember has suffered loss of life covered under this policy.

6. EXCLUSIONS AND LIMITATIONS

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

- a) Intentionally self-inflicted injuries.
- b) Suicide or attempted suicide, whether sane or insane.
- c) Illness or disease.
- d) Normal pregnancy or resulting childbirth or miscarriages.
- e) Bacterial infection except bacterial infection of an Accidental Bodily Injury, or if death results from the accidental ingestion of a substance contaminated by bacteria.
- f) A declared or undeclared war. Declared or undeclared war does not include acts of terrorism.
- g) Accident occurring while a passenger on, or operating or learning to operate, or serving as a member of the crew of any aircraft except as provided on this certificate.

7. MAKING A CLAIM

In the event of a claim, notify the Insurer by calling **1-800-263-0997**. If you would like to file a claim online, please visit <http://www.scotia.assurant.com>.

If possible, notice should be given within 90 days of the occurrence of a Loss.

Notice must include the name of the Insured Person who sustained the Loss, the Account number to which the cost of the Ticket was charged, and the name and address of the person (acting on behalf of the Insured Person if necessary) to whom claim forms should be sent. If claim forms for providing Proof of Loss are not received within 15 days of giving notice of the claim, Proof of Loss may be provided by giving the Insurer a written statement of the nature and extent of the Loss.

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

8. LEGAL ACTION

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

9. IF YOU HAVE A CONCERN OF COMPLAINT

If You have a concern or complaint about Your coverage, please call the Insurer at **1-800-263-0997** or the Policyholder at **1-800-472-6842**. The Insurer will do its best to resolve Your concern or complaint. If for some reason the Insurer is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may also obtain detailed information for the Insurer's resolution process and the external recourse either by calling the Insurer at the number listed above or at:

www.assurantsolutions.ca/consumer-assistance.

10. PRIVACY

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

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

Program management is provided by:

CSI Brokers Inc.

1 Yonge Street, Suite 1801

Toronto, Ontario, M5E 1W7

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Certificate of Rental Car Collision/ Loss Damage Insurance

Amended and Restated: August 1, 2019

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

This Certificate of Insurance is effective October 3, 2017 and provides a summary of the principal provisions of Group Policy No. **BNS102017** which alone constitutes the agreement under which benefits will be provided. The Group Policy is issued by American Bankers Insurance Company of Florida (the Insurer) to The Bank of Nova Scotia (the Policyholder). You or a person making a claim under this Certificate of Insurance may request a copy of the Group Policy

and/or a copy of your application for this insurance (if applicable) by writing to the Insurer at the address shown below. Please read this Certificate of Insurance carefully, keep it with Your Benefits Guide and carry it with You when You travel.

Claims payment and administrative services under this Group Policy are arranged by the Insurer. *Scotia Assist* is the Group Policy administrator.

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

1. DEFINITIONS

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

Account means the up-to-date, unexpired and unrevoked ScotiaGold Passport® *for business Visa** (referred herein as ScotiaGold Passport *for business Visa*) account of a Cardmember.

Car Sharing means a car rental club that provides its members with 24-hour access to a fleet of cars parked in a convenient location.

Cardmember means the primary cardholder under a ScotiaGold Passport *for business Visa* Account and any additional cardholder whose name is embossed on the card. The Cardmember is referred to as "You" and "Your".

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

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

Tax-free car means a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback. The ScotiaGold Passport *for business Visa* Rental Car Collision/Loss Damage Insurance program will not provide coverage for Tax-free cars.

2. ELIGIBILITY

You are eligible for ScotiaGold Passport *for business Visa* Rental Car Collision/Loss Damage (CLD) Insurance coverage when You rent most private passenger vehicles for a period not to exceed 48 consecutive days, provided that:

- a) You initiate the rental transaction with Your ScotiaGold Passport *for business Visa* card (if arranged in advance, by booking or reserving the car rental with Your ScotiaGold Passport *for business*

Visa) and by providing a ScotiaGold Passport *for business* Visa imprint at the time You take possession of the car, and

- b) You decline the rental agency's Collision Damage Waiver (CDW) or Loss Damage Waiver (LDW), or similar provision, and
- c) You rent the car in Your name and either:
 - i) charge the entire cost of the car rental to Your Account; or
 - ii) if You are a ScotiaGold Passport *for business* Visa Cardmember, use Your *Scotia Rewards*® points to pay for all or part of the rental, provided that if Your *Scotia Rewards* points do not pay for the entire cost of the car rental the remaining cost must be charged to Your ScotiaGold Passport *for business* Visa account.

Coverage is limited to one rental vehicle at a time, i.e. if during the same period there is more than one vehicle rental charged to the Account, only the first rental will be eligible for these benefits.

The length of time You rent the vehicle must not exceed 48 days. If the rental period exceeds 48 days, no coverage will be provided, even for the first 48 days of the rental period. Coverage may not be extended for more than 48 days by renewing or taking out a new rental agreement with the same or another rental agency for the same vehicle or another vehicle.

In some countries, or regions of countries, (e.g. Australia, New Zealand, Costa Rica, and the states of New York and Illinois) the law requires the rental agencies to provide CDW in the price of the car rental. In these locations, ScotiaGold Passport *for business* Visa CLD Insurance will provide coverage of any deductible that may apply, provided all the procedures outlined in this Certificate have been followed and You have waived the rental agency's Deductible Waiver. No Collision Loss Damage Waiver premiums charged by rental agencies will be reimbursed under the Group Policy.

Notes:

- Rental vehicles which are part of pre-paid travel packages are eligible for ScotiaGold Passport *for business* Visa CLD Insurance if the total package was charged to Your Account and all other eligibility requirements were met.
- Rental vehicles which are part of a Car Sharing program are eligible for ScotiaGold Passport *for business* Visa CLD Insurance if the full cost of each rental of a vehicle (per use and mileage charges) was charged to Your Account and all other eligibility requirements were met.
- "Free rentals" are also eligible for ScotiaGold Passport *for business* Visa CLD Insurance when

received as the result of a promotion where You have had to make previous vehicle rentals, and each such previous rental satisfied the eligibility conditions set out in paragraphs a) through c).

- You are covered if You receive a “free rental” day(s) as a result of an airline point program (or other similar program) for the number of days of free rental. If the free rental day(s) are combined with rental days for which You pay the negotiated rate, You must satisfy the eligibility conditions set out in paragraphs a) through c).

3. BENEFITS

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

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

4. TYPES OF VEHICLES COVERED

All cars, sports utility vehicles and “mini-vans” are covered, except those vehicles excluded under section 5 below.

A mini-van is defined as an automobile classified as a “mini-van” by the manufacturer or a government authority and designed to transport a maximum of eight persons including the driver, and used exclusively for transportation of the passengers and their luggage.

5. TYPES OF VEHICLES NOT COVERED

Vehicles which belong to the following categories are NOT covered:

- Vans, other than mini-vans as described above.
- Trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck.
- Off-road vehicles - meaning any vehicle used on roads that are not publicly maintained roads unless used to enter and exit private property.
- Motorcycles, mopeds, or motorbikes.
- Campers, trailers or recreational vehicles.
- Vehicles not licensed for road use.
- Mini-buses or buses.

- Antique cars (cars which are over 20 years old or have not been manufactured for 10 years or more).
- Any vehicle which is either wholly or in part hand made, hand finished or has a limited production of under 2,500 vehicles per year.
- Any vehicle with a Manufacturer's Suggested Retail Price (MSRP) excluding all taxes, over sixty-five thousand dollars (\$65,000) Canadian, at the time and place of loss.
- Tax-free cars.
- Vehicles towing or propelling trailers or any other object.
- Exotic cars such as those listed below, or a car similar to those listed below:
 - Ferrari, Morgan,
 - Aston Martin, Porsche,
 - Bentley, Jensen,
 - Rolls-Royce, Lamborghini,
 - Sterling, Daimler,
 - Lotus, TVR,
 - Maserati, Excalibur.

6. LIMITATIONS AND EXCLUSIONS

ScotiaGold Passport *for business* Visa CLD Insurance does NOT include coverage for:

- a) A replacement vehicle for which Your personal automobile insurance or the repair shop is covering all or part of the cost of the rental.
- b) Loss or theft of personal belongings in the vehicle.
- c) Third party liability (injury to anyone or anything inside or outside the vehicle).
- d) Expenses assumed, paid or payable by the rental agency or its insurers.
- e) Damage/loss arising directly or indirectly from:
 - Operation of the vehicle by any driver other than an insured Person.
 - Operation of the vehicle on other than regularly maintained roads.
 - Alcohol intoxication and/or the use of narcotic drugs by the driver.
 - Any dishonest, fraudulent or criminal act committed by the Cardmember and/or any authorized driver.
 - Operation of the rental vehicle contrary to the terms of the rental agreement/contract.
 - Wear and tear, gradual deterioration, or mechanical breakdown of the vehicle.
 - Road damage to tires unless in conjunction with an insured cause.
 - Insects or vermin, inherent vice or damage.

- War, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combatting, or defending against such action.
- Seizure or destruction under quarantine or customer regulations, confiscation by order of any government or public authority.
- Transportation of contraband, or illegal trade.
- Transportation of property or passengers for hire.
- Nuclear reaction, radiation or radioactive contamination.

7. COVERAGE TERMINATION

Coverage under the Group Policy ends at the earliest of:

- a) The time the rental agency reassumes control of the rental vehicle, whether at its place of business or elsewhere.
- b) Your Account privileges are suspended, revoked or otherwise terminated.
- c) The Group Policy is cancelled.

8. IN THE EVENT OF AN ACCIDENT/THEFT

You must report a claim to the Claims Administrator as soon as possible, and certainly within 48 hours of the damage or theft having occurred. Call **1 800 756-4941** from Canada and the United States, or **416-977-6707** collect from elsewhere in the world. If you would like to file a claim online, please visit <http://www.scotia.assurant.com>.

A customer service representative will take down some preliminary information, answer any questions You may have, and send You a claim form. You will be required to submit a completed claim form and to provide documentation to substantiate Your claim, including the following:

- A copy of the driver's licence of the person who was driving the car at the time of the accident.
- A copy of the loss/damage report You completed with the rental agency.
- A copy of a police report.
- A copy of Your ScotiaGold Passport *for business* Visa card sales draft, and Your statement of Account.
- A copy of the front and back of the car rental agreement.
- A copy of the itemized repair estimate, final itemized repair bill and parts invoices.
- A copy of any receipt(s) for repairs for which You may have paid.
- If Loss of Use is charged, a copy of the rental agency's daily utilization log from the date the car

was not available for rental, to the date the car became available to rent.

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

9. GENERAL CONDITIONS

- a) If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the benefits of this coverage, nor to the payment of any claim made under the Group Policy.
- b) You must use due diligence and do all things necessary to avoid or reduce any loss or damage to a rental car protected by the Group Policy. The Insurer will not unreasonably apply this requirement to avoid payment claims.
- c) The Insurer will be entitled, at its own expense, to sue third parties in an Insured Person's name. You will provide all the assistance as may reasonably be required, including the execution of all documents necessary to enable the Insurer to do so.
- d) Every action or proceeding against an Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*, *Limitations Act* or other applicable legislation in Your province or territory.

e) If You Have a Concern or Complaint

If You have a concern or complaint about Your coverage, please call the Insurer at **1-800-756-4941** or the Policyholder at **1-800-472-6842**. The Insurer will do its best to resolve Your concern or complaint. If for some reason the Insurer is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may also obtain detailed information for the Insurer's resolution process and the external recourse either by calling the Insurer at the number listed above or at:

www.assurantsolutions.ca/consumer-assistance.

f) Privacy

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

policy or Your options for refusing or withdrawing this consent, You may call the Insurer at the number listed above.

10. HELPFUL HINTS

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

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

Before booking a car, confirm that the rental agency will accept ScotiaGold Passport *for business* Visa CLD Insurance without requiring a deposit. If they won't, find one that will, and try to get written confirmation. If booking your trip through a travel agency, let them know you want to take advantage of ScotiaGold Passport *for business* Visa CLD Insurance and have them confirm the rental agency's willingness to accept it.

You will not be compensated for any payment You may have to make to obtain the rental agency's CDW/LDW.

- b) Check the rental car carefully for scratches, dents and windshield chips and point out any damage to the agency representative before You take possession of the car. Have them note the damage on the rental agreement, or ask for another vehicle.
- c) If the vehicle sustains damage of any kind, immediately phone the Claims Administrator at one of the numbers provided. Advise the rental agent that You have reported the claim and provide the Claims Administrator's address and phone number.
Do not sign a blank sales draft to cover the damage and Loss of Use charges.

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Flight Delay Certificate of Insurance

Amended and Restated: August 1, 2019

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

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

The coverage outlined in this Certificate of Insurance is effective as of March 1, 2008, and is provided to eligible ScotiaGold Passport *for business* Visa Cardmembers by **American Bankers Insurance Company of Florida** (hereinafter referred to as the "Insurer") under Group Policy number **BNS032008** (hereinafter referred to as "the Policy") issued by the Insurer to The Bank of Nova Scotia (hereinafter referred to as the "Policyholder").

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

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

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

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

1. DEFINITIONS

Account means the ScotiaGold Passport *for business* Visa Account which must be in Good Standing with the Policyholder.

Cardmember means the Primary Cardmember and any supplemental Cardmember who is a natural person resident in Canada who is also issued a ScotiaGold Passport *for business* Visa card and whose name is embossed on the card. Cardmember may also be referred to herein using "You" and "Your".

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

Dollars and “\$” means Canadian dollars.

Essential Items mean the minimum essential clothing and toiletries, the purchase of which is rendered absolutely necessary and indispensable due to the delay of Your checked luggage.

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

Insured Person means a Cardmember and, where specified, his or her Spouse and each Dependent Child and certain other eligible persons as outlined under the applicable benefit.

Primary Cardmember means the principal applicant for an Account who is a natural person, resident in Canada and is issued a ScotiaGold Passport *for business* VISA card by the Policyholder.

ScotiaGold Passport *for business* VISA card means the ScotiaGold Passport *for business* VISA card issued by the Policyholder.

Spouse means the Cardmember’s legal husband or wife, or the person with whom the Cardmember has lived and publicly represented as his or her Spouse for at least one continuous year.

Trip means a scheduled period of time during which an Insured Person is away from his or her province or territory of residence in Canada

2. FLIGHT DELAY INSURANCE

For this benefit, Insured Person means the Cardmember, his or her Spouse and Dependent Child(ren) while travelling with the Cardmember or Spouse.

Benefits

The Insurer will reimburse the Cardmember for all Insured Persons travelling on the same Trip if the confirmed scheduled flight departure from any airport is delayed by four (4) hours or more, for necessary and reasonable

expenses incurred with respect to hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items (such as a magazine, paperback book and other such small items) within 48 hours of the delay or denied boarding, to a maximum of \$500 per Insured Person on the same Trip, provided that:

- (i) at least 75% of the full cost of the delayed flight was charged to Your Account on or after the effective date and/or paid with *Scotia Rewards* points;
- (ii) no alternative transportation is made available to the Cardmember within four (4) hours of the scheduled departure time of the original flight;
- (iii) delay of the flight was the result of strike by airline personnel, quarantine, civil commotion, hijack, natural disaster, inclement weather, mechanical breakdown or denied boarding due to overbooking; and
- (iv) the Cardmember provides the required proof of loss to the Insurer, including plane ticket(s) or the ScotiaGold Passport *for business* Visa sales receipt for the plane ticket(s), a written statement from the airline confirming and detailing the delay and itemized original receipts with respect to the necessary and reasonable expenses incurred for hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items.

This coverage is in excess of all other applicable valid insurance, indemnity, reimbursement or protection available to You in respect of the claim. The Insurer will be liable only for the amount of loss or damage over the amount covered under such other insurance, indemnity, reimbursement or protection and for the amount of any applicable deductible, only if all such other coverage has been claimed under and exhausted and subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

Limitations and Exclusions

The Insurer does not cover loss caused by or resulting from:

- (i) criminal or fraudulent acts of the Insured Person;
- (ii) war, whether declared or undeclared, civil war, insurrection, rebellion or revolution; or
- (iii) any warlike act by any government or military force.

How to Claim

In the event of a claim, contact *Scotia Assist* at **1 800 263-0997** from Canada and the United States, or **416-977-1552** locally or collect from elsewhere in the world. If you would like to file a claim online, please visit <http://www.scotia.assurant.com>.

3. GENERAL PROVISIONS AND STATUTORY CONDITIONS

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

Due Diligence

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

Notice and Proof of Claim

Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these insurance benefits, notify *Scotia Assist*. You will then be sent a claim form.

Written notice of claim must be given to *Scotia Assist* as soon as reasonably possible after the occurrence or commencement of any loss covered by the Policy, but in all events, provided within 90 days from the date of such loss. Written notice given by or on behalf of the claimant or the beneficiary, with information sufficient to identify the Cardmember, shall be deemed notice of claim.

The completed claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within one year from the date on which the loss occurred.

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

Payment of Claim

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

Subrogation

Following payment of an Insured Person's claim for loss, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss, and shall be entitled, at its own expense, to sue in the Insured Person's name. The Insured Person shall give the Insurer all such assistance as is reasonably required to secure its rights and

remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured Person.

Termination of Insurance

Coverage ends on the earliest of:

- (i) the date Your Account is cancelled, closed or ceases to be in Good Standing;
- (ii) the date the Insured Person ceases to be eligible for coverage; and
- (iii) the date the Policy terminates. No losses incurred after the Policy termination date will be paid, unless otherwise specified.

False Claim

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

Legal Action

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

If You Have a Concern or Complaint

If You have a concern or complaint about Your coverage, please call the Insurer at **1-800-756-4941** or the Policyholder at **1-800-472-6842**. The Insurer will do its best to resolve Your concern or complaint. If for some reason the Insurer is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may also obtain detailed information for the Insurer's resolution process and the external recourse either by calling the Insurer at the number listed above or at:

www.assurantsolutions.ca/consumer-assistance.

Privacy

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

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

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Telephone Directory

SCOTIAGOLD PASSPORT *for business* VISA CUSTOMER SERVICE

For general information:

In Canada & U.S.	1 800 387-6508
All other areas (collect)	416-288-8035

VISA ASSISTANCE CENTRE (VAC)

For emergency card replacement/cash:

In Canada & U.S.	1 800 VISA-911
All other areas (collect)	410-581-9994

TO REPORT INSURANCE CLAIMS FOR

Purchase Security, Extended
Warranty, Lost & Delayed Luggage,
Hotel Burglary, Flight Delay, and
Common Carrier Accident

In Canada & U.S.	1 800 263-0997
Outside Canada & U.S. (collect)	416 977-1552
Rental Car Collision	1 800 756-4941
Outside Canada & U.S. (collect)	416-977-6707

TO BOOK YOUR TRAVEL ARRANGEMENTS

In Canada & U.S.	1 800 665-2582
Outside Canada & U.S. (collect)	905-696-5088

SCOTIA REWARDS CENTRE

In Canada & U.S.	1 800 665-2582
Outside Canada & U.S. (collect)	905-696-5088

TELESCOTIA TELEPHONE BANKING

In Canada & U.S.	1 800 267-1234
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- * Visa Int. / Lic. User.
- ** The Bank of Nova Scotia authorized user of mark.
- † Foreign exchange and delivery charges, if applicable, will apply.
- †† Scotia Assist emergency service is provided by a 3rd party provider.
- ◊ Purchase Security, Extended Warranty, Delayed/Lost Baggage Insurance, Hotel/Motel Burglary Insurance, Flight Delay Insurance and Rental Car Collision Loss Damage Insurance is underwritten by American Bankers Insurance Company of Florida. Travel Accident Insurance is underwritten by American Bankers Life Assurance Company of Florida.

All claims for insurance indemnities must be forwarded to the respective insurers. Details of the coverage, including definitions, benefits, limitations, and exclusions are in the Certificate of Insurance provided with the card. Read the Certificate of Insurance then keep it in a safe place with your other valuable documents, and take it with you when you travel.

- ¹ Primary and Secondary Cardholder(s) are eligible to redeem points on both cards only when both accounts are in good standing with all lending requirements including being up to date and not being delinquent or overlimit. Supplementary cardholders are not eligible to merge or redeem points. Points can only be merged or combined for redemption purposes only.
- ² Scotia Rewards Travel Service and Travel Booking Site provided by a duly licensed 3rd party travel agent HRG (Hogg Robinson Group).
- ³ To qualify for the 5% Cash Back rebate, all reservations and travel arrangements must be made through the Scotia Rewards Travel Service (Travel Services provided by a duly licensed 3rd party travel agent) and charged to your ScotiaGold Passport *for business* Visa card. Eligible expenses include airline tickets, pre-packaged tours and cruises. Taxes, service charges, insurance, hotels, motels, car rentals and personal expenditures are excluded, unless already included in pre-packaged tours.
- ⁴ Merchants set their own limits for the maximum value of a Visa payWave transaction that does not require a signature or PIN.
- ⁵ ABM limits as of September 1, 2011 and subject to change.
- ⁶ For full details about our Online Security Guarantee, visit scotiabank.com/guarantee.
- ⁷ There is no cost for Scotia® InfoAlerts. Standard message and data charges may be applied by your mobile carrier.
- ⁸ Scotia Business Loan Protection is underwritten by The Canada Life Assurance Company.
- ⁹ **NOTICE OF THIRTY DAY RIGHT TO EXAMINE COVERAGE:** Within thirty (30) days of your coverage effective date, you may cancel the coverage. At such time, any premium paid will be refunded through a credit to your Account. If you have any questions regarding the details of the coverage, please call the Insurance Canada Service Centre (ICSC) at 1 855 753-4272.