

# Certificate of Common Carrier Travel Accident Insurance

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.

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

## 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 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.

Program management is provided by:

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