



Important Notice about Changes to Scotia Momentum® Visa Infinite* Accounts – Effective August 1, 2019

Thank you for being a valued Scotiabank customer. We are writing to notify you of changes we are making to your Scotia Momentum Visa Infinite Account (the "Account"). Please review this notice carefully and keep it for your reference. A copy of it is available online at: www.scotiabank.com/newmvif

Effective August 1, 2019, the following changes will apply to the Account:

- **Annual fees** are changing.
- **Annual Interest Rate** on Purchases is changing from **19.99% to 20.99%**. Your annual interest rate on Cash Advances (including Balance transfers and Scotia Credit Card Cheques) is not changing.
- The **Scotia Momentum Visa Infinite Cash Back Program** (the "Program") for your Account is changing as follows:
 - o **Cash Back earn rates** under the Program are changing for your Account.
 - o We are adding a **new Cash Back category to the Program – Daily Transit (includes ride share, taxis etc.)**.
- **New Insurance Coverages** will be added to your Account.

Your **annual fee will change** effective August 1, 2019, as described below. You will not be charged the new annual fee until your next anniversary for your Account on or after August 1, 2019.

Current Annual Fees – Until July 31, 2019	Changes effective August 1, 2019
Primary Cardmember card: \$99.00 Each Additional card: \$30.00	Primary Cardmember card: <u>\$120.00</u> Each Additional card: <u>\$50.00</u>

If you currently have any discount or annual fee waiver on your Account, please contact us to discuss whether these annual fee changes apply to you.

Your **preferred annual interest rate on Purchases will change** effective August 1, 2019 as described below.

Current Preferred Interest Rates – Until July 31, 2019	Changes effective August 1, 2019
<ul style="list-style-type: none">• 19.99% on Purchases• 22.99% on cash advances, balance transfers and Scotia Credit Card Cheques	<ul style="list-style-type: none">• <u>20.99%</u> on Purchases• <u>22.99%</u> on cash advances, balance transfers and Scotia Credit Card Cheques

In addition, any standard rates that apply to your Account are also not changing. As a result, as disclosed on your disclosure statement for your Account that you would have received with your card, if we do not receive your minimum payment by the payment due date 2 or more times in any 12-month period, your above preferred interest rates will increase to the **standard rates of 24.99% on purchases and 27.99% on cash advances, balance transfers and Scotia Credit Card Cheques**. See your disclosure statement for full details about the standard rates that may only apply to your Account if you miss your minimum payments.

The **Cash Back earn rates** under the Program that apply to your Account are changing effective August 1, 2019. We are also adding a **NEW** category that you can earn Cash Back on when you make purchases: **Daily Transit**.

Current earn rates – Until July 31, 2019	Changes effective August 1, 2019
<ul style="list-style-type: none"> • Earn 4% Cash Back on: <ul style="list-style-type: none"> o Groceries o Gas • Earn 2% Cash Back on: <ul style="list-style-type: none"> o Drug Stores o Recurring Bill Payments • Earn 1% Cash Back on all other eligible everyday purchases 	<ul style="list-style-type: none"> • Earn 4% Cash Back on: <ul style="list-style-type: none"> o Groceries o Recurring Bill Payments • Earn 2% Cash Back on: <ul style="list-style-type: none"> o Gas o Daily Transit (NEW) • Earn 1% Cash Back on all other eligible everyday purchases

The Program's Terms and Conditions are changing effective August 1, 2019, to reflect the changes to the Cash Back earn rates and to the new Cash Back category.

Below is a summary of those Program changes.

Current Program Terms and Conditions – Until July 31, 2019	Changes to the Program Terms and Conditions – Effective August 1, 2019
<p>HOW TO EARN A 4% CASH BACK RATE:</p> <p>You will earn 4% Cash Back on the first \$25,000 you spend annually at gas stations and grocery stores. 4% Cash Back applies at merchants which are classified in the Visa Inc. (VISA) network as Grocery Stores & Supermarkets and Gas (includes Service Stations [with or without Ancillary services], and Automated Fuel Dispensers).</p> <p><i>(See your current Program Terms and Conditions for those merchants that are classified in these categories.)</i></p>	<p>HOW TO EARN A 4% CASH BACK RATE:</p> <p>You will earn 4% Cash Back on the first \$25,000 you spend annually on purchases on the Account at merchants classified in the Visa Inc. (VISA) network as Grocery Stores & Supermarkets (Merchant Code 5411) and Recurring Bill Payments. Recurring Bill Payments are defined as payments made on a monthly or regular basis automatically billed by the merchant to your Scotia Momentum® VISA Infinite* card. Recurring Bill Payments are typically for telecommunication, insurance, membership, subscription payments, etc. Not all merchants offer recurring bill payments (please check with your merchant to see if they offer recurring bill payments on VISA cards). Some merchants may sell these products/services or are separate merchants who are located on the premises of these merchants, but are classified by VISA in another manner, in which case this added benefit would not apply.</p>
<p>HOW TO EARN A 2% CASH BACK RATE:</p> <p>You will earn 2% Cash Back on the first \$25,000 you spend annually on purchases made at merchants classified in the VISA network in the categories of "Recurring bill payments" and "Drug Stores" (that includes "Drug Stores & Pharmacies").</p> <p><i>(See your current Program terms and conditions for more information about Recurring bill payments and those merchants that are classified in the Drug Store category.)</i></p>	<p>HOW TO EARN A 2% CASH BACK RATE:</p> <p>You will earn 2% Cash Back on the first \$25,000 you spend annually on purchases made at merchants classified in the VISA network in the categories of Gas (includes Service Stations (with or without Ancillary services), and Automated Fuel Dispensers) (Merchant Codes 5541 & 5542) and Daily Transit (including Local and Suburban Commuter Passenger Transportation, including Ferries, Passenger Railways, Taxicabs and Limousines, Bus Lines, Transportation Services (Not Elsewhere Classified)). (Merchant Codes 4111, 4112, 4121, 4131, 4789)</p>
<p>HOW TO EARN A 1% CASH BACK RATE:</p> <p>You will earn 1% Cash Back on purchases made after you have reached the 4% and 2% \$25,000 annual spend maximum and on all other eligible purchases made with the card.</p>	<p>HOW TO EARN A 1% CASH BACK RATE:</p> <p>You will earn 1% Cash Back on purchases made after you have reached the 4% and 2% \$25,000 annual spend maximum and on all other eligible purchases made on the Account.</p> <p>All Merchant Category Codes are subject to change.</p>

Trip Cancellation Insurance and Mobile Device Insurance will now be added to your insurance coverage on your Account.

Effective August 1, 2019, the following changes will apply:

Mobile Device Insurance¹ (New)

You will have Mobile Device Insurance for new cellular phones, smartphones or tablets purchased on or after August 1, 2019, when you charge the full cost of your new mobile device to your Card or charge all of your wireless bill payments for such device to your Card when you fund such purchase through a plan. You may be covered for up to \$1,000 in the event your cell phone, smartphone or tablet is lost, stolen or accidentally damaged or experiences mechanical failure. Please refer to the enclosed Certificate of Insurance for details of your insurance coverage, including limitations and exclusions.

Trip Cancellation Insurance¹ (New)

You and/or your spouse will have Trip Cancellation Insurance coverage for up to \$1,500 per insured person (maximum \$10,000 per trip) when you charge at least 75% of eligible trip expenses to your Card on or after August 1, 2019. Your dependent children and one travelling companion will also be covered when travelling with you and/or your spouse.

The Trip Interruption Certificate of Insurance has been revised to include the Trip Cancellation coverage. Please refer to the enclosed amended and restated Trip Cancellation and Trip Interruption Certificate of Insurance for details of your insurance coverage, including limitations and exclusions.

Questions or Concerns? If you have questions or if you do not agree with these changes, you must notify us within 30 days of the effective date of the changes. We can discuss an alternative product for you and if you still wish to close your Account, we will do so, without cost or penalty, and discuss payment options for any outstanding balance owing on your Account. If you have any questions, please do not hesitate to call us at 1-888-222-3931, Monday – Friday from 7:00am to 11:00pm Eastern Standard Time (EST).

¹Coverage is underwritten by American Bankers Insurance Company of Florida.

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* Visa Int./Licensed User.

MOBILE DEVICE INSURANCE

For Mobile Devices purchased on or after 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 coverage. 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 insurance coverage outlined in this Certificate of Insurance is effective as of August 1, 2019, and is provided to eligible *Scotia Momentum*[®] VISA Infinite* Cardmembers by **American Bankers Insurance Company of Florida** (hereinafter referred to as the "Insurer") under Group Policy **No. BNS072014** (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 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, Ontario M2N 7E9.

Claim payment and administrative services are provided by *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

The following words or phrases have the meanings set forth below:

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

Account means the Primary Cardmember's *Scotia Momentum* VISA Infinite 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 to whom a *Scotia Momentum* VISA Infinite card is issued and whose name is embossed on the card. Cardmember may also be referred to herein using "You" and "Your".

Dollars and \$ mean Canadian dollars.

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.

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

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

Mysterious Disappearance means a Mobile Device cannot be located and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable inference that a theft occurred.

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

Primary Cardmember means the principal applicant for an Account who is a natural person resident in Canada to whom a *Scotia Momentum* VISA Infinite card is issued by the Policyholder.

Provider means a Canadian wireless service Provider.

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

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

2. ELIGIBILITY

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

- a) charge the Purchase Price to Your Account. If the Mobile Device is equipped with cellular data technology, You must also activate Your Mobile Device with a Provider; or
- b) charge any portion of the Purchase Price that is required to be paid up-front to Your Account, fund the balance of the Purchase Price through a Plan, and charge all monthly wireless bill payments to Your Account for the duration of Your Plan; or
- c) fund the full Purchase Price through a Plan and charge all the monthly wireless bill payments to Your Account for the duration of the Plan.

3. COVERAGE PERIOD

Coverage takes effect on the later of:

- a) 30 days from the date of purchase of Your Mobile Device; and
- b) the date the first monthly wireless bill payment is charged to Your Account.

Coverage ends on the earliest of:

- a) two years from the date of purchase;
- b) the date ONE monthly wireless bill payment was not charged to Your Account, if You are funding the cost of Your Mobile Device through a Plan;
- c) the date the Account is cancelled, closed or ceases to be in Good Standing;
- d) the date the Cardmember ceases to be eligible for coverage; and
- e) the date the Policy terminates.

4. BENEFITS

If a Mobile Device is lost, stolen or suffers a mechanical breakdown or Accidental Damage, the Insurer will reimburse You the lesser of its repair or replacement cost, not exceeding the depreciated value[†] of Your Mobile Device at date of loss, less the deductible^{††}, to a maximum of \$1,000, subject to the Limitations and Exclusions below.

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

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

5. DEDUCTIBLE

PURCHASE PRICE (LESS TAXES)	APPLICABLE DEDUCTIBLE
\$0 – \$200	\$25
\$200.01 – \$400	\$50
\$400.01 – \$600	\$75
\$600.01 or more	\$100

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

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

Purchase Price	\$800
Less depreciation cost (2% X 8 months X \$800)	- \$128
Depreciated value	\$672

b) Calculation of the maximum reimbursement:

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

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

In the event Your Mobile Device is lost or stolen and, upon approval of Your claim, You purchase a replacement Mobile Device for a price of \$800 including applicable taxes, the maximum reimbursement available to You will be \$572.

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

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

Payment of Benefits

On approval of Your claim by the Insurer, You can proceed with the repair or replacement of Your Mobile Device. Benefits payable under the Policy will be paid upon receipt of evidence that the repair or replacement cost has been charged to Your Account.

6. LIMITATIONS AND EXCLUSIONS

This coverage complements but does not replace the manufacturer's warranty or warranty obligations.

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

Mobile Device Insurance does not cover the following:

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

This Policy does not provide benefits for:

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

7. HOW TO MAKE A CLAIM

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

Immediately after learning of a loss, or an occurrence which may lead to a loss covered under the Policy, but in no event later than 14 days from the date of loss, notify the Insurer by calling **1-800-263-0997**. You will then be sent a claim form. If You would like to file your claim online, please visit **www.scotia.assurant.com**.

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

Proof and required documents

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

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

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

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

8. GENERAL PROVISIONS AND STATUTORY CONDITIONS

The insurance is subject to the general provisions and statutory conditions stated herein.

Notice and Proof of Claim

Written notice and proof of claim must be given to the Insurer as soon as reasonably possible after the occurrence or commencement of any loss covered under the Policy, but in all events, provided within 90 days of the date of such loss.

Written notice given by or on behalf of the claimant to the Insurer, with information sufficient to identify the Cardmember, shall be deemed notice of claim to the Insurer.

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

Payment of Claim

Payment made in good faith in respect of a claim will discharge the Insurer to the extent of that claim.

No person or entity other than the Cardmember shall have any right, remedy or claim, legal or equitable, to the benefits.

Gifts

Mobile Devices that You give as gifts are covered for Mobile Device Insurance provided the eligibility requirements are met. In the event of a claim, You, not the recipient of the gift, must make the claim for benefits.

Other insurance

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

The Insurer will be liable only:

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

Due Diligence

You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the Policy.

Subrogation

Following payment of Your claim under the Policy, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies You have against any party in respect of such claim, and shall be entitled, at its own expense, to sue in Your name. You shall give the Insurer all such assistance as is reasonably required to secure the Insurer's rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in Your name.

Termination of Insurance

Coverage ends on the earliest of:

- a) the date the Account is cancelled, closed or ceases to be in Good Standing;
- b) the date the Cardmember ceases to be eligible for coverage; and
- c) the date the Policy terminates.

No benefits will be paid under this Policy for loss or damage occurring after the coverage has terminated, unless otherwise specified or agreed.

False Claim

If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the benefit of insurance coverage under the Policy, nor to the payment of any claim made 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 **1-800-263-0997** 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.

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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Trip Cancellation and Trip Interruption Certificate of Insurance

Amended and Restated

Effective 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.

Trip Cancellation and Trip Interruption Insurance is provided to eligible *Scotia Momentum*® VISA Infinite* Cardmembers by **American Bankers Insurance Company of Florida** (hereinafter referred to as the "Insurer") under Group Policy **No. BNS072014** (hereinafter referred to as the "Policy") issued by the Insurer to The Bank of Nova Scotia (hereinafter referred to as the "Policyholder"). Trip Cancellation Insurance is effective as of August 1, 2019, and Trip Interruption Insurance is effective as of July 1, 2014.

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.

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*.

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

1. DEFINITIONS

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

Account means the Primary Cardmember's *Scotia Momentum* VISA Infinite 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 to whom a *Scotia Momentum* VISA Infinite card is issued and whose name is embossed on the card. Cardmember may also be referred to herein using "You" and "Your".

Cause(s) for Trip Cancellation means any one of the medical or non-medical covered causes for cancellation identified in Section 3 of this Certificate.

Cause(s) for Interruption means any one of the medical or non-medical covered causes for interruption identified in Section 4 of this Certificate.

Common Carrier means any land, air or water conveyance which is licensed to carry passengers without discrimination and for hire, excluding courtesy transportation provided without a specific charge.

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.

Doctor means a physician or surgeon who is registered or licensed to practice medicine in the jurisdiction where the medical treatment or service is provided, and who is not related by blood or by marriage to the Insured Person to whom the service is rendered.

Dollars and \$ mean Canadian dollars.

Eligible Expenses mean charges for any of the following travel arrangements which have been booked or reserved prior to departure on a Trip and for which at least 75% of all costs (including deposits and pre-payments, but excluding the cost of additional insurance You may obtain from Your travel supplier) has been charged to Your Account:

- a) cost of transportation by Common Carrier;
- b) cost of hotel or similar accommodation; and
- c) cost of a package tour (excluding insurance premiums) which has been sold as a unit and includes at least two of the following:
 - transportation by Common Carrier
 - meals
 - car rental
 - tickets or passes for a sporting event, exhibition or other comparable entertainment event
 - hotel or similar accommodation
 - lessons or services of a guide

Emergency means an unforeseen event that occurs after a Trip was booked and makes it necessary to receive immediate treatment from a Doctor or to be hospitalized.

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.

Hospital means an institution which is licensed to provide, on an inpatient basis, medical care and treatment of sick and injured persons through medical, diagnostic and major surgical facilities, under the supervision of a staff of Doctors and with 24-hour-a-day service. Hospital does not include any institution or part of an institution which is licensed or used principally as a clinic, a continued care or extended care facility, a convalescent home, a rest home, a nursing home or home for the aged, a health spa or a treatment centre for drug addiction or alcoholism.

Hospitalization means a stay of at least 48 hours in a Hospital for Emergency and medical treatment which cannot be postponed.

Immediate Family Member means a spouse, daughter or son (whether natural, adopted or step-child), grandchild, grandparents, mother, father, step-parent, sister, stepsister, brother, step-brother, parent-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law.

Insured Person means an eligible Cardmember, and/or his or her eligible Spouse and eligible Dependent Children. Insured Person also means one (1) Travelling Companion booked to travel on a Trip with You and/or Your Spouse if the full cost of his or her Eligible Expenses for the Trip has been charged to the Account.

Key Employee means an employee whose continued presence at the Insured Person's place of business is critical to the ongoing affairs of the Insured Person's business during Your Trip.

Legal Business Partner means a person who participates with the Insured Person in the daily management of a shared business and who shares the financial risk of the operation.

Medical Condition means any illness, injury or symptom, whether diagnosed or not.

Pre-Existing Condition means any Medical Condition for which symptoms appeared or for which an Insured Person or an Insured Person's Immediate Family Member sought the attention of a Doctor, had investigated, diagnosed or treated, had treatment or further investigation recommended or for which medication was prescribed or altered, in the case where the person is under 75 years of age, in the 180 days prior to the date the Trip was booked, and in the case where the person is 75 years of age or older, in the 365 days prior to the date the Trip was booked.

Primary Cardmember means the principal applicant for an Account who is a natural person resident in Canada to whom a *Scotia Momentum* VISA Infinite card is issued by the Policyholder.

Rescheduling Expenses means the additional charges associated with Eligible Expenses, including administrative and change fees, which result from rescheduling a Trip, prior to departure, and which have been charged to Your Account.

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

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

Travelling Companion means a person booked to travel with You and/or Your Spouse on a Trip and who has prepaid accommodations and/or transportation arrangements for the same Trip.

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, as determined by the departure and return dates.

2. ELIGIBILITY

Each Cardmember and/or his or her Spouse is eligible for the Trip Cancellation and Trip Interruption coverage summarized under this Certificate if the Eligible Expenses for the Trip have been charged to Your Account. Your Dependent Children, and 1 Travelling Companion are eligible for this coverage when they are booked to travel on a Trip with You and/or Your Spouse and their Eligible Expenses have been charged to Your Account.

3. TRIP CANCELLATION BENEFITS

You will be reimbursed for any Eligible Expenses which are not refundable or reimbursable in any manner if, prior to Your scheduled departure, an Insured Person is required to cancel a Trip due to one of the following covered Causes for Cancellation. The amount payable is subject to a maximum limit of \$1,500 per Insured Person and \$10,000 per Trip for all Insured Persons on the same Trip, and will be limited to the cancellation penalties in effect on the date the Cause for Cancellation arises. It is therefore important that You cancel Your travel arrangements with Your travel supplier as soon as the Cause for Cancellation arises. Also, You must immediately advise *Scotia Assist* as soon as a Cause for Cancellation arises.

You will be reimbursed for any Rescheduling Expenses which are not refundable or reimbursable in any manner if, prior to Your scheduled departure, an Insured Person chooses to reschedule a Trip due to one of the following covered Causes for Cancellation. The amount payable is the lesser of the Rescheduling Expenses and the amount that would have been paid under this Certificate if the Trip had been cancelled outright. Your rescheduled trip will be considered a new Trip under this Certificate and the Pre-existing Condition period will be measured from the date the new Trip was booked.

Covered Causes for Cancellation (first occurring after Your Trip was booked) mean the following:

Medical Covered Causes for Cancellation:

- a) death of an Insured Person, a Travelling Companion, an Insured Person's Immediate Family Member or a Travelling Companion's Immediate Family Member occurring after the Trip is booked and within 31 days prior to the scheduled Trip departure date;
- b) accidental bodily injury or sudden and unexpected sickness of an Insured Person or Travelling Companion, which did not result from a Pre-existing Condition and which prevents the Insured Person or Travelling Companion from starting the Trip. A Doctor must substantiate in writing that prior to the scheduled Trip departure date, he or she advised the Insured Person or Travelling Companion to cancel the Trip or that the accidental bodily injury or sickness made it impossible for the Insured Person or Travelling Companion to start the Trip;
- c) Hospitalization due to an accidental bodily injury or a sudden and unexpected sickness of an Insured Person's Immediate Family Member or a Travelling Companion's Immediate Family Member scheduled to occur during the Trip which did not result from a Pre-Existing condition and which was not known to the Insured Person or Travelling Companion prior to booking the Trip;
- d) Hospitalization of an Insured Person's Immediate Family Member or a Travelling Companion's Immediate Family Member, which did not result from a Pre-existing Condition, occurring after the Trip was booked and within 31 days prior to the Trip departure date;
- e) Hospitalization or death of an Insured Person's Legal Business Partner or Key Employee or of a Travelling Companion's Legal Business Partner or Key Employee occurring after the Trip was booked; and;
- f) Hospitalization or death of an Insured Person's host or a Travelling Companion's host at destination occurring after the Trip was booked.

Non-Medical Covered Causes for Cancellation

- a) an enforceable call of an Insured Person to jury duty or sudden and unexpected subpoena of an Insured Person to act as a witness in a court of law requiring the Insured Person's presence in court during the Trip;
- b) a written formal notice issued by the Department of Foreign Affairs and International Trade of the Canadian government after booking Your Trip, advising Canadians not to travel to a country, region or city originally ticketed for the Trip for a period that includes an Insured Person's Trip;
- c) an employment transfer of the Insured Person by the employer with whom the Insured Person was employed on the date the Insured Person booked his or her Trip, which transfer requires the relocation of the Insured Person's principal residence within 30 days before the Insured Person's scheduled Trip departure date;
- d) a delay causing an Insured Person to miss a connection for a Common Carrier or resulting in the interruption of an Insured Person's travel arrangements, including the following:
 - i) delay of an Insured Person's Common Carrier resulting from the mechanical failure of that carrier;
 - ii) a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report);
 - iii) weather conditions; or

iv) delay of an Insured Person's Common unexpected or unforeseen earthquake or volcanic eruption.

The outright cancellation of Common Carrier travel is not considered a delay. The benefit under this Cause for Cancellation is the Insured Person's one-way economy fare via the most cost-effective route to the Insured Person's next destination;

e) a natural disaster that renders an Insured Person's principal residence uninhabitable;

f) an Insured Person's quarantine or hijacking; and

g) a call to service of an Insured Person by government with respect to reservists, military, police or fire personnel.

As soon as a covered Cause for Cancellation occurs, the Insured Person must cancel the Trip and You must notify *Scotia Assist* at **1-800-263-0997** from within Canada and the United States, or **1-416-977-1552** locally or collect from other countries within 48 hours of the time the covered Cause for Cancellation arose.

4. TRIP INTERRUPTION BENEFITS

You will be reimbursed for:

a) the lesser of the additional charges paid by You for a change in ticketing or the cost of a one-way economy fare to return to point of departure; and

b) the amount of the unused portion of any Eligible Expenses which are not refundable or reimbursable, excluding the cost of pre-paid, unused return transportation if, as a result of one of the following covered Causes for Interruption occurring during the Trip, an Insured Person is prevented from continuing the Trip or is unable to return on the original Trip return date. The amount payable is subject to a maximum limit of \$2,000 per Insured Person and \$10,000 per Trip for all Insured Persons on the same Trip. You must immediately advise *Scotia Assist* as soon as a Cause for Interruption arises.

Covered Causes for Interruption mean the following:

Medical Covered Causes for Interruption:

a) death of an Insured Person, a Travelling Companion, an Insured Person's Immediate Family Member or Travelling Companion's Immediate Family Member during the Trip;

b) accidental bodily injury or sudden and unexpected sickness of an Insured Person or Travelling Companion, which did not result from a Pre-existing Condition and which, in the sole opinion of *Scotia Assist*, based on medical advice provided by the attending Doctor, requires immediate medical attention and prevents the Insured Person or Travelling Companion from returning from the Trip on the scheduled return date;

c) accidental bodily injury or a sudden and unexpected sickness requiring Hospitalization of an Insured Person's Immediate Family Member or a Travelling Companion's Immediate Family Member during the Trip, which did not result from a Pre-existing Condition and which was not known to the Insured Person or Travelling Companion prior to the Trip departure date;

d) Hospitalization or death of an Insured Person's Legal Business Partner or Key Employee or a Travelling Companion's Legal Business Partner or Key Employee which occurred during the Trip; and

e) Hospitalization or death of an Insured Person's host or a Travelling Companion's host at destination which occurred during the Trip.

Non-Medical Covered Causes for Interruption:

a) a written formal notice issued by the Department of Foreign Affairs and International Trade of the Canadian government during the Trip, advising Canadians not to travel to a country, region or city originally ticketed for the Trip for a period that includes an Insured Person's Trip;

b) a delay causing an Insured Person to miss a connection for a Common Carrier or resulting in the interruption of an Insured Person's travel arrangements including the following:

i) delay of an Insured Person's Common Carrier resulting from the mechanical failure of that carrier;

ii) a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report);

iii) weather conditions; or

iv) unexpected or unforeseen earthquake or volcanic eruption.

The outright cancellation of Common Carrier travel is not considered a delay. The benefit under this Cause for Interruption is the Insured Person's one-way economy fare via the most cost effective route to the Insured Person's next destination;

c) a natural disaster that renders an Insured Person's principal residence uninhabitable;

d) an Insured Person's quarantine or hijacking; and

e) a call to service of an Insured Person by government with respect to reservists, military, police or fire personnel.

As soon as a Cause for Interruption occurs, You must notify *Scotia Assist* at **1-800-263-0997** from within Canada and the United States, or **1-416-977-1552** locally or collect from other countries. They will assist You in making the necessary arrangements to return.

5. LIMITATIONS AND EXCLUSIONS

Only one (1) Travelling Companion is covered on each Trip.

No benefits are payable in respect of any Trip cancellation or Trip interruption resulting directly or indirectly from:

- a) cancellation of a Trip for any reason other than a Cause for Cancellation;
- b) interruption of a Trip for any reason other than a Cause for Interruption;
- c) a Pre-existing Condition;
- d) pregnancy, childbirth and/or related complications occurring within 9 weeks of the expected delivery date;
- e) neo-natal care;
- f) intentionally self-inflicted injury, suicide or any attempt thereat;
- g) illness or accidental injury sustained while under the influence of drugs, medication, alcohol or other intoxicants;
- h) participation in a criminal offence;
- i) acts of terrorism, insurrection or war, whether declared or undeclared;
- j) voluntary participation in a riot or civil commotion; or
- k) participation in professional sports, speed contests, dangerous sports or events.

Please note: The Policy will only cover any excess cost over and above the travel rewards provided by any reward or frequent flyer plan. This Policy does not cover the value of the loss of any rewards or frequent flyer plan points.

6. HOW TO MAKE A CLAIM

You must call *Scotia Assist* at **1-800-263-0997** from within Canada and the United States or **1-416-977-1552** locally or collect from other countries to obtain a claim form. You will be required to submit a completed claim form and provide documentation to substantiate Your claim, including the following:

- a) original tickets (including any unused coupons), original vouchers, original itinerary, invoices, and receipts;
- b) *Scotia Momentum* VISA Infinite card monthly statement of account and any other documentation necessary to confirm that the costs of Eligible Expenses were charged to Your Account;
- c) proof satisfactory to *Scotia Assist* that the cancellation or interruption of the Trip resulted from a covered Cause for Cancellation or Interruption;
- d) name, address and phone number of the Insured Person's employer; and
- e) name, address and policy numbers for all other insurance coverage You and/or the Insured Person may have, including health insurance and credit card coverage (whether group or individual). Claims submitted with incomplete or insufficient documentation may not be paid.

7. 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 covered under the Policy, notify *Scotia Assist* by calling **1-800-263-0997** from within Canada and the United States, or by calling **1-416-977-1552** locally or collect from other countries. You will then be sent a claim form. If You would like to file your claim online, please visit www.scotia.assurant.com.

Written notice of claim must be given to *Scotia Assist* as soon as reasonably possible after a Cause for Cancellation or Interruption occurs, but in no event later than 90 days from the date on which the Cause for Cancellation or Interruption occurred. 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.

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 1 year from the date a claim arises

hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after 1 year, Your claim will not be paid.

Payment of Claim: Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by Scotia Assist.

Subrogation: Following payment of an Insured Person's claim for loss or damage under the Policy, 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 or damage, 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 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 Insured Person.

Termination of Insurance: Coverage in respect of an Insured Person ends on the earliest of the following dates:

- a) the date the Account is cancelled, closed or ceases to be in Good Standing;
- b) the date the Cardmember ceases to be eligible for coverage; and
- c) the date the Policy terminates.

No benefits will be paid under this Policy for loss or damage occurring after the coverage has terminated, unless otherwise specified or agreed.

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.

False Claim: If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the benefit of insurance coverage under the Policy, nor to the payment of any claim made under the Policy.

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**.

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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