

Scotiabank<sup>®</sup>  
Visa Infinite<sup>\*</sup> Card  
Welcome Kit

A world of  
infinite  
possibilities



Scotiabank<sup>®</sup>

# Table of Contents

<b>CASH BACK AND VIP SERVICES</b> .....	1
• Thank you for choosing the Scotia Momentum® Visa Infinite* card.....	1
• Scotia Momentum Visa Infinite Cash Back Program .....	2
• Visa Infinite Enhancements.....	3-6
• Other valuable benefits .....	7-11
• Contact Information.....	13
• Scotiabank Privacy Agreement .....	14-23
• Scotia Momentum Visa Infinite Cash Back Program Terms and Conditions .....	24-27
• Purchase Security, Extended Warranty, Lost Luggage and Delayed Luggage Certificate of Insurance .....	27-38
• Trip Cancellation and Trip Interruption Certificate of Insurance .....	39-51
• Common Carrier Travel Accident Certificate of Insurance .....	51-57
• Rental Car Collision/Loss Damage Certificate of Insurance .....	58-67
• Flight Delay Certificate of Insurance .....	67-73
• Travel Emergency Medical Certificate of Insurance .....	73-85
• Mobile Device Insurance Certificate of Insurance .....	86-96

# Cash back and VIP services

Thank you for choosing the  
**Scotia Momentum® Visa Infinite\* card.**



Welcome to the *Scotia Momentum Visa Infinite* card and all its benefits, including up to 4% cash back on grocery store purchases and recurring bill payments. Plus take advantage of Visa Infinite Enhancement Services wherever you go.

With comprehensive insurance<sup>4</sup>, worldwide acceptance, and 24/7 customer support, your new *Scotia Momentum Visa Infinite* card will take you just about anywhere you want to go.

## Your Cash Back Program offers:

- A full 4% cash back on all grocery store purchases and recurring bill payments
- A full 2% cash back on all eligible gas station and daily transit purchases
- A full 1% cash back on all other eligible everyday purchases



See how much you could earn using the cash back calculator at [scotiabank.com/momentumcashback](https://scotiabank.com/momentumcashback)

See the *Scotia Momentum Visa Infinite* Cash Back Program Terms and Conditions for complete details.

## Scotia Momentum Visa Infinite Cash Back Program

### Maximize your cash back!

- Earn 4% cash back on your everyday purchases at **any** eligible grocery store, or on your recurring bill payments such as:
  - Phone
  - Cable
  - Internet
  - Utilities
  - Subscriptions (Includes digital subscriptions)
  - Insurance

Recurring Bill Payments are payments made on a monthly or regular basis (that you set up directly with a merchant) that are automatically billed by that merchant to your *Scotia Momentum Visa Infinite* account.

Note: 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.

- Plus, earn 2% on your gas station and daily transit purchases (includes: buses, taxis, trains, rideshare and more).

### Earn 1% cash back on all other eligible everyday purchases made with your card.

Get an additional card<sup>1</sup> for another member of your family to:

- consolidate your family spending and **earn more cash back**
- share the perks of your card, including Visa Infinite Enhancements

Request an additional card by visiting **scotiabank.com** or through *Scotia OnLine*<sup>®</sup> Financial Services – it's easy!

There is an annual fee (currently \$50) that applies for each additional Supplementary Card you add to your Scotiabank credit card account.

## Visa Infinite Enhancements

The *Scotia Momentum* Visa Infinite card offers a unique program of premium enhancements that tap into your lifestyle needs. Features include Visa Infinite Concierge, the Visa Infinite Luxury Hotel Collection and a dedicated Visa Infinite website to help you easily access all of the benefits, offers and services available to you from Visa.

Visa Infinite Enhancements are synonymous with best in class offers and experiences, access to special events, and helping people go where, when and how they want.

The Visa Infinite website provides Visa Infinite cardholders with information and access to all the benefits, offers and services available to you as a Visa Infinite cardholder – visit us at **visainfinite.ca**.

These enhancements are **only available to Visa Infinite cardholders** and include the following:

- Visa Infinite Concierge
- Visa Infinite Luxury Hotel Collection
- Visa Infinite Dining Series
- Special Access to Unique Offers and Experiences

Visit **visainfinite.ca** to register for offers delivered right to your inbox.

## Visa Infinite Concierge



Visa Infinite Concierge is at the heart of the Visa Infinite experience. It lets you experience more. This complimentary service is available to Visa Infinite cardholders 24 hours a day/7 days a week through a toll-free number. When you call, the concierge will provide you with high quality services through a network of experts.

### **The Concierge Service is available to help you with almost any request including, but not limited to:**

- Travel information and support: flight, hotel, car rental and other travel requests, including recommendations, information and reservations
- Destination information: weather, Visa requirements, maps, local attractions/events and pre-trip assistance
- Entertainment planning: restaurant information, reservations, event tickets, sporting events and recreation information and shopping destinations
- Gift/shopping services: flowers, gift baskets, specific requests and gift recommendations
- Business services: conference facility information, foreign customs/rules and equipment rentals
- The Visa Infinite Concierge Service can be reached by calling 1-888-853-4458 in Canada and the United States
- Outside of Canada and the United States call collect: English 1-630-350-4543 or French 1-630-350-4545

NOTE: Cardholders are responsible for the cost of any goods or services purchased through the Visa Infinite Concierge Service.

## Visa Infinite Luxury Hotel Collection



### *WALDORF ASTORIA SHANGHAI ON THE BUND | A VISA INFINITE LUXURY HOTEL COLLECTION PROPERTY*

The Visa Infinite Luxury Hotel Collection offers hotel benefits exclusive to Visa Infinite cardholders at over **900<sup>3</sup> properties globally**. Major luxury brands are hand selected on a property-by-property basis (brands include Mandarin Oriental, Amanresorts, and Park Hyatt). The Collection features a wide array of options in different price ranges, and also includes amazing boutique and independent hotels.

Enjoy this exclusive set of benefits when you book through the **Visa Infinite Luxury Hotel Collection<sup>2</sup>**:

1. Best available rate guarantee
2. Automatic room upgrade upon arrival, when available
3. Complimentary in-room Wi-Fi, when available
4. Complimentary breakfast for two
5. \$25 USD food or beverage credit
6. VIP Guest status
7. Late check-out upon request, when available

To view the Visa Infinite Luxury Hotel Collection and full program terms and conditions, visit **[visainfinite.ca](https://www.visainfinite.ca)**.

## Visa Infinite Dining Series



Enjoy unique dining experiences in some of Canada's top restaurants. A selection of one-of-a-kind culinary events, the Visa Infinite Dining Series provides food lovers with the opportunity to learn about and enjoy truly exquisite cuisine at some of the country's finest restaurants. Choose from a selection of unforgettable Chef Experiences in major markets across Canada.

To find out about upcoming Visa Infinite Dining Series events, visit [visainfinite.ca](https://visainfinite.ca).

### Special Access to Unique Offers and Experiences

Sign up at [visainfinite.ca](https://visainfinite.ca) to receive special offers and unique opportunities that have been created exclusively for Visa Infinite cardholders. Consider indulgences like personal winery tours and tastings. Each experience is designed with you in mind.

- Get connected to fine wine and food events exclusive to Visa Infinite cardholders
- Get the inside word on Visa Infinite cardholder-only retail events and special offers

### For example:

- Exclusive discounts and special opportunities from hotels and resorts
- Complimentary pre-screening movie events

Note: The events and inclusions featured here are subject to change. Enroll to receive emails from Visa and to see the listing of the latest events at [visainfinite.ca](https://visainfinite.ca).



## Other valuable benefits of your Scotia Momentum Visa Infinite card

### Insurance benefits at a glance:

Insurance Type	Duration	Coverage (CAD\$)
Travel Emergency Medical (under age 65)	15 days	\$1,000,000 per insured person per trip
Trip Cancellation		\$1,500 per insured person; \$10,000 per trip
Trip Interruption		\$2,000 per insured person; \$10,000 per trip
Flight Delay		Up to \$500 per insured person per trip
Delayed & Lost Luggage		Up to \$500 per trip
Rental Car Collision/Loss Damage	48 days	Limited to vehicles up to \$65,000 in value
Common Carrier Travel Accident		Up to \$500,000 per insured person; \$1,000,000 per occurrence
Purchase Security	90 days	Up to \$60,000 per lifetime
Extended Warranty	Up to 1 year	
Mobile Device Insurance	2 years	Up to \$1,000

### Travel Emergency Medical Insurance<sup>4</sup>

As the primary cardholder, you, your spouse and accompanying dependent children are each automatically covered for up to \$1 million in emergency medical coverage if sudden and unexpected illness or accidental injury should occur while travelling outside your province or territory of residence in Canada. The date of departure is counted as the first day. Coverage is automatically provided for eligible persons under 65 years of age for up to 15 consecutive days.

*If you are under 65 years of age and are travelling for more than 15 days, you may choose to purchase Travel Extension Coverage from Scotia® Assist prior to your departure by calling 1-800-263-0997. You will receive a separate certificate of insurance if you choose to purchase this coverage.*

## **Trip Cancellation and Trip Interruption<sup>4</sup>**

The *Scotia Momentum* Visa Infinite card can protect your travel investment with trip cancellation and trip interruption insurance at no extra cost. You, your spouse, and your dependent children travelling with either parent, and one travelling companion travelling with you or your spouse are insured for up to \$1,500 per insured person (maximum \$10,000 per trip) for Trip Cancellation and up to \$2,000 per insured person (maximum \$10,000 per trip) for Trip Interruption. You must charge at least 75% of trip expenses to your *Scotia Momentum* Visa Infinite card.

*If you require additional Trip Cancellation or Trip Interruption insurance if the value of your trip exceeds these amounts, call 1-888-677-7444. Once your application for this insurance has been approved, you will receive an insurance policy that describes the benefits, exclusions and limitations.*

## **Flight Delay<sup>4</sup>**

You may be reimbursed for eligible reasonable living expenses incurred during the period of a delayed flight or missed connection which lasts four (4) hours or more to a limit of \$500 per trip for all insured travellers. Simply charge at least 75% of the full cost of your tickets to your *Scotia Momentum* Visa Infinite card.

## **Delayed and Lost Baggage<sup>4</sup>**

When you purchase common carrier tickets with your *Scotia Momentum* Visa Infinite 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 replacement cost of the covered luggage or the cash value at the time of loss, to a maximum of \$500. The carrier must provide you with a cash settlement before *Scotia Momentum* Visa Infinite card coverage will pay any benefit.

The delayed luggage benefit is limited to \$500 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.

## **Up to \$500,000 Common Carrier Travel Accident Insurance<sup>4</sup>**

When you charge at least 75% of the full cost of common carrier travel fares to your *Scotia Momentum* Visa Infinite card, you, your spouse and dependent children will be automatically insured against accidental loss of life, or dismemberment. Valid common carrier fares include fares for any licensed public conveyance such as airplanes, cruise ships, trains or buses.

## **Rental Car Collision/Loss Damage Insurance<sup>4</sup>**

When you charge the entire cost of your car rental to your *Scotia Momentum* Visa Infinite card and decline the agency's collision damage waiver or loss damage waiver (or similar provision) at the time of rental, you'll be insured if your rental vehicle is damaged, or stolen.

## **Purchase Security and Extended Warranty<sup>4</sup>**

Most personal items purchased anywhere in the world are automatically insured against theft, loss or damage – as long as the full cost of the item is charged to your *Scotia Momentum* Visa Infinite card. Coverage extends for the first 90 days from the date of purchase and is in excess of any other insurance coverage.

When you use your *Scotia Momentum* Visa Infinite card to purchase most personal items and charge the full cost of the item to your card, extended warranty coverage doubles the period of the original manufacturer's warranty for up to one additional year. Items covered by a manufacturer's warranty of five years or more must be registered within the first year of purchase.

There is a maximum lifetime liability of \$60,000 under the Purchase Security and Extended Warranty coverages.

## **Mobile Device Insurance<sup>4</sup>**

Enjoy the benefits of Mobile Device Insurance when you use your *Scotia Momentum* Visa Infinite card to purchase your new mobile device or to make all monthly wireless bill payments 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. Your coverage will be effective the later of 30 days from your device purchase date or the date of your first monthly wireless bill payment.

## Save on Car Rentals

As a *Scotia Momentum* Visa Infinite 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 *Scotia Momentum* Visa Infinite card.

AVIS reservations may be made online at **[avis.com/scotiabankmomentuminfinite](https://avis.com/scotiabankmomentuminfinite)** or by calling 1-800-TRY AVIS (879-2847). Please quote AVIS worldwide discount number **C030400**.

Budget Reservations may be made online at **[budget.com/scotiabankmomentuminfinite](https://budget.com/scotiabankmomentuminfinite)** or by calling 1-800-268-8900. Please quote Budget Corporate Discount number **A363302**.

## Visa Zero Liability Policy

Use your *Scotia Momentum* Visa Infinite 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](https://visa.ca)** for a full description of the Visa Zero Liability Policy.

As a cardholder, you are responsible to ensure that you protect your Personal Identification Number (PIN) and when using it with your Visa card to make a purchase at enabled point of sale terminals, or when used at an ABM to obtain a cash advance.

## Visa Checkout – The easier way to pay online

Make your online shopping easier with Visa Checkout. No need to re-enter your payment and shipping details every time you shop at participating online retailers. Just enter your username and password and you're done. Visit **[scotiabank.com/visacheckout](https://scotiabank.com/visacheckout)** to learn more and enroll your *Scotia Momentum* Visa Infinite card today.

## Visa payWave\* – The faster way to pay

Visa payWave is a convenient payment feature included on Visa Infinite 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 merchants†.



*Look for the payWave symbol at participating retailers.*

## **Scotia Credit Card Protection (optional) Financial Protection for life's twists and turns.**

With one simple application, you can have financial protection from a range of life events: Disability, Job Loss, Strike or Lockout, Critical Illness or loss of Life. A monthly benefit equal to 20%<sup>5</sup> of your outstanding credit card account balance can be paid to your credit card account if you are unable to work<sup>5</sup>, which can help pay down your balance faster. In the event of a diagnosis of a covered Critical Illness, or if you pass away, your outstanding credit card account balance can be paid in full, up to a maximum of \$50,000.

This comprehensive coverage is available at a monthly premium rate of only \$1.09 per \$100 of daily balance on your credit card account (plus any applicable sales tax). The affordable cost includes benefits for a Co-Borrower at no additional charge. The premium is conveniently charged to your credit card account to help ensure your coverage stays in place.

Approval is fast! If you are a resident of Canada, and are at least 18 and under 70<sup>6</sup> years of age, please call 1-855-753-4272 between 8:00 a.m. and 8:00 p.m. (ET) Monday to Friday and a Customer Service Representative will be pleased to assist you.

All rates, fees and other benefits and features are subject to change.

- ® Registered trademarks of The Bank of Nova Scotia.
- \* Visa Int./Licensed user.
- † Merchants set their own limits for the maximum value of a Visa payWave transaction that does not require a signature or PIN.

<sup>1</sup> You understand and agree that you are liable for all charges made on your account with any supplementary card issued in connection with the account. When you request Scotiabank to issue a supplementary card, we will also issue renewal and replacement cards for such supplementary card, unless the card is cancelled by you or Scotiabank. Annual fee for each Supplementary Card is subject to change. Contact us about the annual fee or review the Disclosure Statement you received with your Card for more details.

<sup>2</sup> Offers are subject to availability and other restrictions may apply. Please visit [visainfinite.ca](http://visainfinite.ca) for full terms and conditions.

<sup>3</sup> The number of properties that are part of the program will change over time.

<sup>4</sup> Under all insurance coverages or services, certain limitations, restrictions and exclusions apply, including a pre-existing condition exclusion for certain benefits. The enclosed insurance certificates contain full details of all coverages. Common Carrier Travel Accident Insurance coverage is underwritten by American Bankers Life Assurance Company of Florida. Travel Emergency Medical Insurance is underwritten by American Bankers Life Assurance Company of Florida, except for travel in Cuba which is underwritten by Zurich Insurance Company Ltd. All other coverages are underwritten by American Bankers Insurance Company of Florida. The Bank of Nova Scotia is not an insurer. All claims for insurance indemnities must be forwarded to the insurers.

<sup>5</sup> 20% of your outstanding credit card account balance up to 5 months to a maximum of \$10,000 per month and a total maximum of \$50,000 if you are unable to work due to involuntary Job Loss, Strike or Lockout or become disabled.

<sup>6</sup> Critical Illness, Disability, Job Loss and Strike/Lockout coverage terminates at age 70, Life coverage terminates at age 80. Scotia Credit Card Protection is a Group Policy underwritten by Chubb Life Insurance Company of Canada. All coverage is subject to the terms and conditions outlined in the Certificate of Insurance which you will receive upon enrolment.

## Contact information

### To Activate Your Card

Visit [scotiabank.com/activatecreditcard](https://scotiabank.com/activatecreditcard) or  
1 800 806-8600

### Scotia Momentum Visa Infinite Customer Service

For general information:

In Canada & U.S. 1-888-267-1609

All other areas (collect) 416-288-3931

### Visa Assistance Centre (VAC)

For emergency card replacements/cash:

In Canada & U.S. 1-800-VISA-911

All other areas (collect) 416-581-9994

### 24-Hour Travel Emergency Medical Insurance Assistance

In Canada & U.S. 1-800-263-0794

Outside Canada & U.S. (collect) 416-977-2130

### To Report All Other Insurance Claims

In Canada & U.S. 1-800-263-0997

Outside Canada & U.S. (collect) 416-977-1552

### Visa Infinite Concierge Service

In Canada & U.S. 1-888-853-4458

Outside Canada & U.S. (collect) 1-630-350-4543

### Scotia Credit Card Protection

In Canada 1-855-753-4272

### TeleScotia Telephone Banking

In Canada & U.S. 1-800-267-1234

# 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.<sup>1</sup> 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, Scotiitrust 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, payment 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](http://www.scotiabank.com)**. The Privacy Code and Cookies Policy both form part of the Scotiabank Privacy Agreement.

<sup>1</sup> 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](http://www.scotiabank.com).

# Scotia Momentum Visa Infinite Cash Back Program Terms and Conditions

Below are the terms and conditions that apply to the Scotia Momentum Visa Infinite cash back program (the "Program") associated with the Scotia Momentum® Visa Infinite\* credit card account (the "Account").

## 1. HOW TO EARN 4%, 2% AND 1% CASH BACK:

**HOW TO EARN A 4% CASH BACK RATE** – You will earn 4% Cash Back on the first \$25,000 you spend annually on eligible 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 payments made on a monthly or regular basis automatically (that you set up directly with a merchant) billed by the merchant to your Account. Recurring Bill Payments are typically for payments on things like telecommunication, insurance, memberships, 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.

**HOW TO EARN A 2% CASH BACK RATE** – You will earn 2% Cash Back on the first \$25,000 you spend annually on eligible purchases made at merchants classified under the Visa network in the categories of **Gas (includes Service Stations [with or without Ancillary services], and Automated Fuel Dispensers & Electric Vehicle Charging)** (Merchant Codes 5541, 5542 & 5552) 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)

**HOW TO EARN A 1% CASH BACK RATE** – 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.

## 2. ELIGIBILITY:

All *Scotia Momentum* Visa Infinite cardholders (“Cardholders”) are eligible, except persons who hold the card as a corporate card, and cardholders which are businesses, corporations, partnerships or other legal entities.

## 3. HOW TO QUALIFY FOR THE CASH BACK PROGRAM:

Your annual *Scotia Momentum* Visa Infinite cash back reward will either be deposited into an eligible Scotiabank Canadian Dollar personal chequing or savings bank account (“Eligible Account”) or it will be credited to your credit card statement. In order to be an Eligible Account, the bank account must be held by the same person or persons as the Scotiabank credit card account – i.e. the cash back for a sole Scotiabank credit card account can only be deposited into that cardholder’s sole bank account and the cash back for a joint Scotiabank credit card account can only be deposited into a joint bank account held by both the primary and secondary cardholders (only). Bank accounts of supplementary cardholders are not eligible.

If you have an Eligible Account, we may choose to deposit your annual cash back reward into the Eligible Account. In the event that you have more than one Eligible Account, we may select the bank account to receive the cash back award at our discretion, provided that we will first select a chequing account before a savings account. You may also designate the Eligible Account to be used for the deposit of the cash back reward by contacting us at 1-888-267-1609.

If you have one or more Eligible Accounts but would like the cash back reward to be credited to your credit card statement, you may contact us at 1-888-267-1609 by October 15 (or the closest business day) of the year you’d like this to take effect.

If you do not have an Eligible Account, your cash back will be credited to your credit card statement. If you would like to open an Eligible Account, simply visit your branch or call 1-888-267-1609 to open one.

- The *Scotia Momentum* Visa Infinite card cash back program is an annual program. Your reward accumulates each month, beginning each year with your December statement, and is awarded at the end of each 12 month period directly into your Eligible Account or as a credit on your statement.

- Eligible spending by Cardholders of the same *Scotia Momentum* Visa Infinite account qualifies for the cash back program.
- The cash back payout is calculated on eligible purchases, less returns, refunds or other similar credits for the 12 month period referred to above (“Net Purchases”). Cash advances (including *Scotia* Credit Card Cheques, balance transfers and cash-like transactions), interest, fees, other charges and payments to your Account, Do not qualify for cash back. Cash-like transactions are further described in your credit agreement for your Account.
- Your total cash back, year to date, will appear on each monthly statement.
- After your cash back is deposited in your Eligible Account in November or posted to your November statement, the Program will begin again with your December billing cycle (which starts immediately after your November statement is issued). Your billing cycle is also referred to as your “statement period”.

#### **4. ADDITIONAL DETAILS ON SCOTIA MOMENTUM VISA INFINITE CASH BACK CALCULATION:**

Cash back will not be posted on an Account that is not in good standing when purchases are made or when a monthly statement is issued. or is not open, when the November statement is issued.

If an Account is closed at any time prior to the November statement, for any reason, all cash back earned to that time is forfeited. Each year on the billing (statement) period closing date that occurs in November, we will review the status of your Account. Your Account will not be considered in good standing to qualify for cash back if (i) you have a minimum payment that remains unpaid for two (2) or more billing (statement) periods or (ii) your Account is suspended, cancelled or closed. Cash back is based on the Canadian dollar amount of Net Purchases and will be calculated and credited in Canadian dollars. A fraction of a cent will be rounded up to the nearest cent.

#### **5. DISCREPANCIES:**

Cardholders must advise Scotiabank of any discrepancies in Net Purchases no later than three months after the date of the purchase for which an adjustment is requested. Otherwise, the Net Purchases amount (except for erroneous adjustments) will be deemed to be correct.

## 6. MISCELLANEOUS:

From time to time, Scotiabank may restrict, cancel, suspend or otherwise change this Program, with or without notice to Cardholders. Requests for early payment of cash back will not be considered. Net Purchases cannot be transferred between Accounts. Accumulated cash back does not constitute property of the Cardholder and cannot be transferred or encumbered in any circumstances and, without limiting the generality of the foregoing, cannot be negotiated, attached, pledged, mortgaged or hypothecated and may not be divided or transferred as a part of a domestic agreement, through legal proceedings, or upon death.

Any abuse of the Program's privileges, failure to follow its terms, or misrepresentation may result in Scotiabank terminating a Cardholder's participation in the Program. Scotiabank may end the Program at any time, in whole or in part, with or without notice.

Cardholders are solely responsible for any tax liability and tax reporting obligations arising from any cash back.

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\* Visa Int./Licensed user.

## Purchase Security, Extended Warranty, Lost Luggage and Delayed Luggage 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.

The coverage outlined in this Certificate of Insurance is effective as of July 1, 2014, 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

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 card Account, which must be in Good Standing with the Policyholder.

**Cardmember** means the Primary *Scotia Momentum* Visa Infinite Account 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. The Cardmember may be referred to as “You” or “Your”.

**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 without discrimination and for hire, excluding courtesy transportation provided without a specific charge.

**Delayed Luggage** means an Insured Person’s Checked Luggage which is delayed by the Common Carrier for

more than 4 hours from the Insured Person's time of arrival at the Final Destination.

**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.

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

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

**Immediate Family Member** means a Spouse, Dependent Children and parents residing with the Cardmember.

**Insured Item** means a new item (a pair or set being one item) of personal property (not purchased by or for use by a business or for commercial purposes) for which the full Purchase Price is charged to an Account.

**Insured Person** means an eligible Cardmember and, where specified, certain other eligible persons as outlined under the applicable benefit.

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

**Mysterious Disappearance** means 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 all other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim, as further defined in Section 8 of this Certificate.

**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.

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

**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.

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

**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. PURCHASE SECURITY

For this coverage, Insured Person means the Cardmember. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits.

**a) Benefits** – Purchase Security coverage 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 90 days from the date of purchase in the event of loss, theft, or damage in excess of Other Insurance. If an Insured Item is lost, stolen or damaged, *Scotia Assist* will reimburse You the lesser of the repair or replacement cost, not exceeding the original Purchase Price charged to the Account, subject to the limits of liability and exclusions stated in Section 6 of this Certificate of Insurance.



**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); pre-owned 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; items purchased by and/or used for a business or commercial purpose and commercial gain; mail order items until received and accepted by the Cardmember in new and undamaged condition; or jewellery transported/stored in baggage which is not under the personal supervision of the Cardmember or Cardmember's travelling companion.

**c) Gifts** – Insured Items the Cardmember gives as gifts are covered by Purchase Security. In the event of a claim, the Cardmember, not the recipient of the gift, must make the claim for benefits.

**d) Termination** – Coverage ends the earliest of:

- (i) the date the Account is cancelled, closed or ceases to be in Good Standing;
- (ii) the date the Cardmember ceases to be eligible for coverage; and
- (iii) the date the Policy terminates.

No coverage will be provided for items purchased after the Policy termination date.

### **3. EXTENDED WARRANTY**

For this coverage, Insured Person means the Cardmember. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits.

**a) Benefits** – Extended Warranty coverage provides the Cardmember with double the period of repair services otherwise provided by the original Manufacturer's Warranty, to a maximum of 1 additional year, when the full Purchase Price is charged to the Account on most Insured Items purchased anywhere in the world.

Extended Warranty benefits are limited to the lesser of the cost to repair or the original Purchase Price charged to the Account.

**b) Registration** – Insured Items with a Manufacturer’s Warranty of 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 5 years DO NOT require registration. To register item(s) with a Manufacturer’s Warranty of more than 5 years for the Extended Warranty benefit, call 1-800-263-0997 between 8:00 a.m. and 8:00 p.m., ET, Monday through Friday. You will be required to send copies of the following items to *Scotia Assist* within 1 year after the Insured Item is purchased:

- (i) a copy of the original vendor sales receipt;
- (ii) the customer copy of Your sales receipt;
- (iii) the serial number of the item; and
- (iv) a copy of the original Manufacturer’s Warranty.

**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 coverage subject to compliance with the terms and conditions of the coverage offered hereunder.

**e) Termination** – Coverage ends the earliest of:

- (i) the date the Account is cancelled, closed or ceases to be in Good Standing;
- (ii) the date the Cardmember ceases to be eligible for coverage; and
- (iii) the date the Policy terminates.

No coverage will be provided for items purchased after the Policy termination date.

## 4. LOST LUGGAGE

For this coverage, Insured Person means the Cardmember and any Immediate Family Member travelling with a Cardmember.

**a) Benefits** – Lost Luggage coverage provides protection from theft or permanent misdirection of the Checked Luggage by a Common Carrier up to a maximum of \$500 per Trip for all Insured Persons on the same Trip provided that the full price of the Insured Person's fare has been charged to an Account. Payment is based on the actual replacement cost of any lost or stolen article provided the article is actually replaced. Otherwise, payment is based on the actual cash value of the article at the time of loss.

**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 a customs or government agency; or where a reimbursement or a non-monetary (tickets, coupons, travel vouchers) settlement is made by the Common Carrier.

## 5. DELAYED LUGGAGE

For this coverage, Insured Person means the Cardmember and any Immediate Family Member travelling with a Cardmember.

**a) Benefits** – Delayed Luggage coverage reimburses an Insured Person for the cost of replacing Essential Items, if the Insured Person's Checked Luggage is not delivered within 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 96 hours after the Insured Person's time of arrival at the Final Destination. The maximum benefit payable under Delayed Luggage coverage per Trip for all Insured Persons on the same Trip is \$500.

**b) Excluded Items** – The Delayed Luggage coverage does not cover: losses occurring when Checked Luggage is delayed on an Insured Person's return home to their province or territory of residence in Canada; expenses incurred more than 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; or documents of any nature whatsoever.

## **6. 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 coverages.

In the event that the Insured Item cannot be repaired or replaced, *Scotia Assist*, at its sole option, may reimburse You up to the Purchase Price of the Insured Item.

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 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; or incidental and consequential damages, including bodily injury, property, punitive and exemplary damages and legal fees.

## 7. CLAIMS

**a) Filing a Claim** – To initiate a claim, the Cardmember must notify *Scotia Assist* as soon as reasonably possible and PRIOR to proceeding with any action or repairs and no later than 90 days from the date of loss or damage, by calling 1-800-263-0997 or 1-416-977-1552 locally between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday. If You would like to file your claim online, please visit <https://www.scotia.assurant.com>.

**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 *Scotia Assist*.

**c) Claim Form** – Upon notifying *Scotia Assist* of the loss, the Cardmember will be sent a claim form. The completed claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within 1 year from the date on which the loss occurred.

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 1 year, Your claim will not be paid.

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

**e) Purchase Security** – Under the Purchase Security coverage, the Cardmember will be required to complete a claim form and MUST include copies of the customer copy of the original store receipt, *Scotia Momentum* Visa Infinite card charge slip, and Account 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 *Scotia Assist* to

determine the Cardmember's eligibility for benefits under the Policy.

**f) Extended Warranty** – Under the Extended Warranty coverage, the Cardmember will be required to complete a claim form PRIOR to proceeding with any repairs, and MUST include copies of the customer copy of the original store receipt, *Scotia Momentum Visa Infinite* card charge slip, and Account statement and Manufacturer's Warranty. Upon receipt of the completed documentation, if the claim is eligible for coverage under the Policy, *Scotia Assist* 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.

**g) Lost Luggage** – Under the Lost Luggage coverage, the Cardmember will be required to complete the claim form and MUST include copies of the Common Carrier ticket, the baggage claim ticket, *Scotia Momentum Visa Infinite* card charge slip and *Scotia Momentum Visa Infinite* card Account statement and 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 *Scotia Assist* to determine coverage eligibility.

**h) Delayed Luggage** – Under the Delayed Luggage coverage, the Cardmember will be required to complete the claim form and MUST include copies of the *Scotia Momentum Visa Infinite* card charge slip and Account 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 *Scotia Assist*.

## 8. 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.

**a) Coverage Termination** – Coverage under the Policy ends at the earliest of:

- (i) the date the Account is cancelled or 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 benefits will be paid under the Policy for losses incurred after coverage has terminated, unless otherwise specified or agreed.

**b) 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 *Scotia Assist*, and copies of the payout documents from the Other Insurance carrier must be provided to *Scotia Assist*. 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 Policy by the Insurer is issued strictly as excess coverage and does not apply as contributing insurance. The coverage extended under the 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 Policy also provides coverage for the amount of the deductible under Other Insurance.

**c) 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.

**d) Due Diligence** – The Cardmember shall use diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the Policy.

**e) False Claim** – If a Cardmember makes a claim knowing it to be false or fraudulent in any respect, such Cardmember will not be entitled to the benefit of insurance coverage nor to the payment of any claim made under the Policy.

**f) 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.

**g) 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](http://www.assurantsolutions.ca/consumer-assistance).**

**h) 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](http://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*<sup>®</sup> Visa Infinite<sup>\*</sup> 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) 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](http://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](http://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](http://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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## Common Carrier Travel Accident Certificate of Insurance

### Amended and Restated Effective 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 July 1, 2014, and is provided to eligible *Scotia Momentum*<sup>®</sup> Visa Infinite\* Cardmembers by American Bankers Life Assurance Company of Florida (hereinafter referred to as the "Insurer") under Group Policy **No. BNSL072014** (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.

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

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

**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 *Scotia Momentum* Visa Infinite card account of a Cardmember.

**Cardmember** means the primary cardholder under a *Scotia Momentum* Visa Infinite card Account and any additional Cardmember 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.

**Dollars** and **\$** means Canadian dollars.

**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 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.

**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 of Spouse	Dependent Children
Life <sup>†</sup>	\$500,000	\$50,000
Total and Permanent Disability <sup>††</sup>	\$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

<sup>†</sup> 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.

<sup>††</sup> 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 *Scotia Momentum* Visa Infinite card 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.

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 You would like to file your claim online, please visit **<https://www.scotia.assurant.com>**.

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 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](http://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](http://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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# Rental Car Collision/Loss Damage 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.

The coverage outlined in this Certificate of Insurance is effective as of July 1, 2014, and is provided to eligible *Scotia Momentum*<sup>®</sup> 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**

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 card 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 Card is issued and whose name is embossed on the Card. The Cardmember may also be referred to herein using "You" and "Your".

**Car Sharing** means a car rental club that provides its members with 24-hour access to its own fleet of cars parked in a convenient location, and does not include online marketplace services which facilitate the rental of privately owned cars, or other similar online services.

**Card** means the *Scotia Momentum* Visa Infinite card.

**Dollars** and "\$" means Canadian dollars.

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

**Insured Person** means a 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.

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

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

## 2. ELIGIBILITY

You are eligible for Rental Car Collision/Loss Damage (CLD) insurance 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 Card (if arranged in advance, by booking or reserving the car rental with Your Card) and by providing a Card imprint at the time You take possession of the car;
- 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 charge the entire cost of the car rental to Your 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 forty-eight (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 jurisdictions, the law requires the rental agencies to provide CDW or LDW in the price of the car rental. In these locations, 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 CDW or LDW premiums charged by rental agencies will be reimbursed under the Policy.

### **Notes:**

- Rental vehicles which are part of pre-paid travel packages are eligible for CLD insurance if the total package was charged to Your Account and all other eligibility requirements are met.
- Rental vehicles which are part of a Car Sharing program are eligible for 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 are met. Some Car Sharing plans will include CDW/LDW in their membership fee. If Your Car Sharing membership includes CDW/LDW, then CLD insurance under this Policy will only provide coverage for any deductible You may be held responsible for, provided all the requirements outlined in this Certificate of Insurance have been met.

- “Free rentals” are also eligible for 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 or days 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**

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 RENTAL VEHICLES COVERED**

The types of rental vehicles covered include cars, sports utility vehicles and mini-vans (as defined below).

Mini-vans are covered provided they:

- a) are for private passenger use with seating for no more than 8 occupants including the driver; and
- b) are not to be used for hire by others.

### **5. TYPES OF RENTAL VEHICLES NOT COVERED**

Vehicles which belong to the following categories are NOT covered:

- a) vans, other than mini-vans as described above;

- b) trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
- c) off-road vehicles;
- d) motorcycles, mopeds or motorbikes;
- e) campers, trailers or recreational vehicles;
- f) vehicles not licensed for road use;
- g) mini-buses or buses;
- h) antique cars (cars which are over 20 years old or have not been manufactured for 10 years or more);
- i) 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;
- j) any vehicle with a manufacturer's suggested retail price excluding all taxes, over sixty-five thousand dollars (\$65,000), at the time and place of loss;
- k) tax-free cars (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);
- l) vehicles towing or propelling trailers or any other object; and
- m) expensive or exotic vehicles.

## **6. LIMITATIONS AND EXCLUSIONS**

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; or
- e) damage/loss arising directly or indirectly from:



- (i) operation of the vehicle by any driver other than an Insured Person;
- (ii) operation of the vehicle on other than regularly maintained roads;
- (iii) alcohol intoxication where the driver's blood alcohol concentration is equal to or over the blood alcohol concentration limit for impaired driving under the Criminal Code of Canada or the jurisdiction in which the vehicle rental occurred, if lower, or where the driver is charged for impaired driving;
- (iv) use of narcotic drugs by the driver;
- (v) any dishonest, fraudulent or criminal act committed by the Insured Person and/or any authorized driver;
- (vi) operation of the rental vehicle contrary to the terms of the rental agreement/contract;
- (vii) wear and tear, gradual deterioration, or mechanical breakdown of the vehicle;
- (viii) road damage to tires unless in conjunction with an insured cause;
- (ix) insects or vermin, inherent vice or damage;
- (x) war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating, or defending against such action;
- (xi) seizure or destruction under quarantine or customer regulations, confiscation by order of any government or public authority;
- (xii) transportation of contraband or illegal trade;
- (xiii) transportation of property or passengers for hire; or
- (xiv) nuclear reaction, radiation or radioactive contamination.

## **7. 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 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 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 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 *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. Advise the rental agent that You have reported the claim and provide *Scotia Assist's* phone number. *Do not sign a blank sales draft to cover the damage and Loss of Use charges.*

## **8. 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 or damage 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, You must 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 <https://www.scotia.assurant.com>.

Written notice of claim must be given to *Scotia Assist* as soon as reasonably possible after a claim occurs, but in all events provided within 90 days from the date on which 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 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.

## Coverage Termination

Coverage under the Policy ends at the earliest of:

- a) the date and time the rental agency reassumes control of the rental vehicle, whether at its place of business or elsewhere;

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

No benefits will be paid under the Policy for losses incurred after coverage has terminated, unless otherwise specified or agreed.

### **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 coverage 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 1-800-263-0997 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](http://www.assurantsolutions.ca/consumer-assistance.Privacy)

### **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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\* Visa Int./Licensed user.

## Flight Delay 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.

The coverage outlined in this Certificate of Insurance is effective as of July 1, 2014, 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

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 card 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".

**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 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.

**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 an eligible Cardmember, and/or his or her eligible Spouse and eligible Dependent Children when travelling with the eligible Cardmember and/or his or her Spouse.

**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.

**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.

**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. FLIGHT DELAY INSURANCE

### Benefits

*Scotia Assist* 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 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;
- (ii) no alternative transportation is made available to the Cardmember within 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 *Scotia Assist*, including plane ticket(s) or the *Scotia Momentum Visa Infinite* card 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 1-416-977-1552 locally or collect from elsewhere in the world.

## **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 or damage 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, You must notify *Scotia Assist*. You will then be sent a claim form. If You would like to file your claim online, please visit <https://www.scotia.assurant.com>.

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.

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, 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 the 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 or agreed.

## 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 coverage 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 1-800-263-0997 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](http://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](http://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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\* Visa Int./Licensed user.

## Travel Emergency Medical Certificate of Insurance

### Amended and Restated Effective 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.

*Coverage is provided for the first 15 consecutive days for Insured Persons under 65 years of age.*

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 July 1, 2014, and is provided to eligible *Scotia Momentum*® Visa Infinite\* Cardmembers. Travel Emergency Medical Insurance is underwritten by American Bankers Life Assurance Company of Florida, except for travel in Cuba which is underwritten by Zurich Insurance Company Ltd (hereinafter collectively referred to as the "Insurer"), under Group Policy numbers **BNSL072014** and **8697200** (hereinafter collectively 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.

American Bankers Life Assurance Company of Florida's Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9. Zurich Insurance Company Ltd's Canadian head office is located at 100 King Street West, Suite 5500, Toronto, Ontario M5X 1C9.

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

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 card Account, which must be in Good Standing with the Policyholder.

**Cardmember** means the Primary Cardmember. The Cardmember may be referred to as "You" or "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.

**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 **\$** means Canadian dollars.

**Emergency Medical Treatment** means treatment necessary for the immediate relief of a Medical Emergency.

**GHIP** means the Government Health Insurance Plan of an Insured Person's province or territory of residence in Canada.

**Good Standing** means, with respect to an Account, that the Primary Cardmember has not advised the Policyholder to close it or 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.

**Insured Person** means an eligible Cardmember under 65 years of age and/or his or her eligible Spouse under 65 years of age and eligible Dependent Children when travelling with the eligible Cardmember and/or his or her Spouse.

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

**Medical Emergency** means an unforeseen illness or accidental injury which occurs during a Trip and which requires immediate medical care or treatment from a Doctor. A Medical Emergency ends when the illness or accidental injury has been treated such that the Insured Person's condition has stabilized. Treatment provided when medical evidence indicates that an Insured Person could delay treatment or return to Canada for such treatment, is not considered a Medical Emergency and is not covered.

**Network** means the network of Hospitals, Doctors and other medical providers with which *Scotia Assist* has entered into an agreement to provide Emergency Medical Treatment under the Policy.

**Pre-Existing Condition** means any Medical Condition for which symptoms appeared or for which an Insured Person 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 180 days prior to the Trip departure date. Age will be measured as of the date of departure for this purpose.

A Pre-existing Condition does not include a Medical Condition which is controlled by the consistent use of medications prescribed by a Doctor, provided that, during the 180-day period, before the Insured Person's departure, there has been no other treatment or investigation recommended and there has been no change in medication. A new medication or increase/decrease in dosage constitutes a change.

**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.

**Reasonable and Customary Charges** means charges which do not exceed the general level of charges made by other providers of similar standing in the locality or geographical area where the charges are incurred, when furnishing comparable treatment, services or supplies for a similar Medical Emergency.

**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.

**Trip** means travel outside of Your province or territory of residence in Canada for a period of 15 consecutive days or less. In the event of a claim, You will be required to submit proof of the date of departure. Only a Medical Emergency occurring during a Trip will be eligible for consideration.

## 2. ELIGIBILITY

For this coverage, the Cardmember and/or his or her Spouse who is under 65 years of age, a resident of Canada and covered by a GHIP, is eligible for Travel Emergency Medical coverage, provided that Your Account is in Good Standing. Your Dependent Children are only eligible for benefits when travelling with You and/or Your Spouse on a Trip.

### 3. COVERAGE PERIOD

For the Travel Emergency Medical benefit, only the first 15 consecutive days of a Trip, as determined by the originally scheduled departure and return dates, will be covered. **There is no coverage for that portion of a Trip which extends beyond the first 15 consecutive days under this Certificate of Insurance.** In the event of a claim, proof of scheduled Trip duration will be required.

Coverage begins at 12:01 a.m. on the date the Insured Person leaves his or her province or territory of residence in Canada on a Trip. Coverage will terminate on the earliest of the following:

- a) the date the Insured Person returns to his or her province or territory of residence in Canada;
- b) the date the Account is cancelled, closed or ceases to be in Good Standing;
- c) the date the Insured Person has been absent for more than 15 consecutive days (including the day of departure and day of return) from his or her province or territory of residence in Canada;
- d) the date the Insured Person ceases to be eligible for coverage (for Dependent Children, see the Definitions section for age limits); or
- e) the date the Policy terminates.

No benefits will be paid under the Policy for losses incurred after coverage has terminated, unless otherwise specified or agreed.

### 4. AUTOMATIC EXTENSION OF COVERAGE

Coverage will be automatically extended beyond the 15-day limit for up to 3 days following the end of a Medical Emergency.

In addition, Travel Emergency Medical Insurance coverage will also be automatically extended beyond the 15-day limit for up to 3 days if an Insured Person's return to his or her province or territory of residence in Canada is delayed solely as the result of:

- a) the delayed departure of the bus, train, plane or ship on which he or she is booked; or

- b) an accident or the mechanical breakdown of an Insured Person's personal vehicle.

## 5. BENEFITS

In the event of a Medical Emergency, Reasonable and Customary Charges for Emergency Medical Treatment will be paid by *Scotia Assist*, less any amount payable by or reimbursable under a GHIP, any group or individual health plans or insurance policies. Benefits are limited to \$1,000,000 for each Insured Person, subject to the Limitations and Exclusions. The following expenses are eligible for reimbursement:

**Hospital Accommodation, Medical Expenses and Doctor Charges** for Emergency Medical Treatment.

**Private Duty Nursing** when prescribed by a Doctor.

**Diagnostic Services** including laboratory tests and x-rays when prescribed by a Doctor. NOTE: Magnetic resonance imaging (MRI), computerized axial tomography (CAT scans), sonograms and ultrasound must be authorized in advance by *Scotia Assist*.

**Ambulance Service** to the nearest Hospital equipped to provide the required Emergency Medical Treatment.

**Emergency Air Transport** to the nearest Hospital, or repatriation to a Hospital in the Insured Person's province or territory of residence in Canada (when approved and arranged by *Scotia Assist*) in the event the Insured Person's condition precludes the use of other means of transportation.

**Prescription Drug Reimbursement** excluding any drugs or medications which are commonly available without prescription, or which are not legally registered and approved in Canada or the United States.

**Accidental Dental Care** to a maximum of \$2,000 for treatment of natural or permanently installed teeth, necessitated by an accidental blow to the mouth.

**Medical Appliances** including slings, braces, splints, and local rental of crutches, walkers and wheelchairs.

**Return Airfare** to cover any additional cost incurred for a one-way economy fare (less any refunds due on original tickets) and, if required, the charge for transportation of a stretcher and attending medical personnel to return the



Insured Person to his or her province or territory of residence in Canada if further medical treatment is warranted and when approved and arranged by *Scotia Assist*.

**Transportation to Bedside** from Canada for one of: the Insured Person's Spouse, parent, child, brother or sister when the Insured Person is hospitalized and expected to remain so for 3 days or more. This benefit must be pre-approved by *Scotia Assist*. This benefit includes one round-trip economy airfare, food and accommodation expenses of \$100 per day to a maximum of \$1,500. This Travel Emergency Medical insurance will be extended, at no charge, for the person required at bedside for the duration of the Medical Emergency.

**Vehicle Return** cost to a maximum of \$1,000 to return an Insured Person's car to his or her province or territory of residence in Canada, or in the case of a rented vehicle, to the nearest appropriate rental location, when the Insured Person is unable to return the vehicle as a result of a Medical Emergency.

**Car Accident Assistance** when an Insured Person's vehicle is disabled as a result of an accident during the Trip. A maximum of \$200 per day will be paid toward the cost of accommodation, food, car rental, or commercial transportation for the time the vehicle is inoperable for a maximum of 3 days immediately following the date of the accident.

**Return of Deceased** when death results from a Medical Emergency, to a maximum of \$5,000 for the cost of preparation (including cremation) and transport of the Insured Person (excluding the cost of a burial coffin or urn) to his or her province or territory of residence in Canada.

## 6. MEDICAL EMERGENCY PROCEDURES

*When a Medical Emergency occurs, You must contact Scotia Assist without delay. See Section 7 for coverage Limitations.*

24-hour assistance is available by calling 1-800-263-0794 from within Canada and the United States, or 1-416-977-2130 locally or collect from other countries. If calling *Scotia Assist* from somewhere in the world where a collect call is not possible, call direct and You will be reimbursed.

Scotia Assist will confirm coverage, provide directions to the Network facility or the nearest appropriate medical facility, provide the necessary authorization of payment of eligible expenses and manage the Medical Emergency. Scotia Assist will make every effort to pay or authorize payment of eligible expenses to Hospitals, Doctors, and other medical providers directly. If direct payment or payment authorization is not possible, an Insured Person may be required to make payments. In that event, the Insured Person will be reimbursed for eligible expenses on submission of a valid claim.

## 7. LIMITATIONS

Failure to notify Scotia Assist immediately following a Medical Emergency, or as soon as possible under the circumstances, will limit the benefits payable under this Certificate of Insurance as follows:

- No benefits will be payable for surgery or invasive procedures (such as cardiac catheterization) without prior approval by Scotia Assist, except in extreme circumstances where a request for prior approval would delay surgery needed in a life-threatening medical crisis.
- Non-surgical eligible expenses for which benefits would otherwise have been provided will be limited to 80% of the total, to a maximum of \$30,000. Benefits payable are further limited as follows:
  - In consultation with the attending Doctor, Scotia Assist reserves the right to transfer the Insured Person to an appropriate Network facility or to his or her province or territory of residence in Canada for Emergency Medical Treatment. Refusal to comply will absolve the Insurer of any liability for expenses incurred after the proposed transfer date.
- Once a Medical Emergency ends, no further benefits are payable for that Medical Emergency or for any recurrence of the condition which caused the Medical Emergency.

## 8. EXCLUSIONS

There is no coverage for any person 65 years of age or older under this Policy, including where the 65th birthday occurs during a Trip. Further, no benefits are payable for any expenses incurred directly or indirectly as a result of:

- a) any Pre-existing Condition as defined herein;

- b) any Medical Emergency or Emergency Medical Treatment that occurs other than during a Trip;
- c) any elective or non-emergency surgery, treatment or medication, including ongoing care of a chronic condition;
- d) any Medical Emergency that occurs during a Trip where the primary purpose was to work outside of Canada;
- e) pregnancy, childbirth and/or related complications occurring within 9 weeks of the expected delivery date;
- f) neo-natal care;
- g) participation in a criminal offence;
- h) intentionally self-inflicted injuries, suicide or any attempt thereat;
- i) illness or accidental injury sustained while under the influence of drugs, medication, alcohol or other intoxicants;
- j) acts of terrorism, insurrection or war, whether declared or undeclared;
- k) voluntary participation in a riot or civil commotion;
- l) treatments that are not prescribed by a Doctor; or
- m) participation in professional sports, speed contests, dangerous sports or events including recreational scuba diving (unless the Insured Person holds a basic scuba designation from a certified school or licensing body).

## **9. OPTIONAL EXTENSION OF COVERAGE PROCEDURES**

*For trips that exceed 15 days.*

Coverage may be extended beyond 15 days for Insured Persons under 65 years of age.

For more information or to purchase Travel Extension Coverage, please call *Scotia Assist* at 1-800-263-0997 from within Canada prior to the Insured Person's departure from his or her province or territory of residence in Canada. You will receive a separate certificate of insurance for this coverage.

The premium for the *Scotia* Travel Extension Coverage must be charged to Your Account and must be paid in full by You prior to Your Trip departure date.

## 10. CLAIM PROCEDURES

### *If Scotia Assist is notified in advance of medical treatment:*

If *Scotia Assist* authorizes Hospital or other medical payments on an Insured Person's behalf, the Insured Person must sign an authorization form allowing *Scotia Assist* to recover payments from his or her GHIP, other health plans or insurers and return it to *Scotia Assist* within 30 days. If an advance has been made for ineligible expenses, You will be required to reimburse *Scotia Assist*.

### *If Scotia Assist is not notified in advance of medical treatment:*

If eligible expenses are incurred for which payment has not been pre-authorized by *Scotia Assist*, they should be submitted to *Scotia Assist* with original receipts and payment statements. Benefits may be excluded or reduced where *Scotia Assist* has not been contacted in advance of treatment (see Section 7 for Limitations on benefit payments).

In the event of a claim, You will be required to submit a completed claim form and provide documentation to substantiate the claim, including the following:

- a) the cause and nature of the Medical Condition requiring treatment;
- b) original, itemized medical invoices;
- c) original prescription receipts;
- d) Your date of birth and the claimant's date of birth (proof of age may be required);
- e) a photocopy of the Insured Person's GHIP (Health) card;
- f) name, address and phone number of the Insured Person's employer;
- g) proof of the Insured Person's departure and/or return date (i.e. copy of tickets, receipts, prepaid accommodation invoice and gas receipts);

- h) name, address and policy numbers for all other insurance coverage You and other Insured Persons may have, including group and individual insurance, credit card coverage and any other reimbursement plans; and
- i) signed authorization to obtain any further required information.

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

Claim forms can be obtained by calling *Scotia Assist* at 1-800-263-0997 from Canada and the United States or 1-416-977-1552 locally or collect from other countries.

## 11. 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.

Written notice of claim must be given to *Scotia Assist* as soon as reasonably possible after the occurrence or commencement of any loss covered under the Policy, but in no event later than 90 days from the date of such occurrence or commencement. 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 Insured Person ceases to be eligible for coverage; and
- c) the date the Policy terminates.

No benefits will be paid under the Policy for losses incurred after 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 benefits of this insurance coverage nor to the payment of any claim made under the Policy.

**Access to Medical Care:** The Insurer, the Policyholder and *Scotia Assist* are not responsible for the availability, quality or results of any medical treatment or transport, or for the failure of an Insured Person to obtain medical treatment.

**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](http://www.assurantsolutions.ca/consumer-assistance).**

## **Privacy:**

### **American Bankers Life Assurance Company of Florida**

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](http://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.

### **Zurich Insurance Company Limited**

To view Privacy Policy, please go to

**<https://www.zurichcanada.com/en-ca/about-zurich/privacy>**

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# MOBILE DEVICE CERTIFICATE OF 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*<sup>®</sup> Visa Infinite<sup>\*</sup> 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<sup>†</sup> of Your Mobile Device at date of loss, less the deductible<sup>††</sup>, to a maximum of \$1,000, subject to the Limitations and Exclusions below.

<sup>†</sup> 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.

<sup>††</sup> The amount of the deductible is based on the Purchase Price of Your Mobile Device less any applicable taxes, as determined from the following table:

Purchase Price (Less Taxes)	Applicable Deductible
\$0 – \$200	\$25
\$200.01 – \$400	\$50
\$400.01 – \$600	\$75
\$600.01 or more	\$100

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

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

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

b) Calculation of the maximum reimbursement:

Depreciated value	\$672
Less deductible	<u>- \$100</u>
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.

### **5. 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.

## 6. 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](http://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.

## **7. 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 benefits of this insurance coverage 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](http://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](http://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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