

# Scotiabank®\*

## American Express®

### Card Welcome Kit

Memorable moments await.



Scene

Scotiabank®

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Congratulations on accepting and consenting to your Scotiabank®\* American Express® Card.

You're now on your way to earning reward points, receiving insurance coverage and accessing American Express® benefits.

## **Get started by activating your Card.**

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

## **Sign up for Scotia OnLine and mobile banking to:**

- View your account balance, transactions and pending transactions in real time
- Set up Scotia InfoAlerts to get notified about activity in your account
- Sign up for eStatements and get secure, instant online access to your monthly account statements
- Add supplementary Cardmembers to your Credit Card account<sup>1</sup>
- Set up pre-authorized payments

Download the Scotiabank mobile app, available on the App Store and Google Play.



## Amex Offers®†

Make every day more rewarding with Amex Offers.<sup>2</sup> With offers for shopping, dining, travel, and more, there's something for everyone. Adding offers to your Card is quick, easy, and best of all, incredibly rewarding. Visit [www.americanexpress.ca/scotiabank](http://www.americanexpress.ca/scotiabank) to get started.

## Amex Experiences

Enjoy Cardmember benefits with Amex Experiences, like, breezing through the front gate at Budweiser Stage<sup>3</sup> and sitting back and relaxing in the American Express Lounge.<sup>4</sup>

### Amex Experiences include:

- Front Of The Line® Presale Tickets to some of the most in-demand concerts, theatre productions, restaurants and special events, often before the general public.<sup>6</sup>
- Front Of The Line Reserved Tickets gets you access to a block of great seats reserved for Cardmembers even after shows are on sale to the public.
- Special Offers & Experiences for all Cardmembers - enjoy a variety of special Entertainment offers and events created for Cardmembers.<sup>6</sup>

To check out the latest entertainment offers, check out [www.americanexpress.ca/experiences](http://www.americanexpress.ca/experiences)



## Save on Car Rentals

As a Scotiabank American Express Cardmember, you can save up to 25% off base rates at participating AVIS and Budget locations in Canada and the U.S. when you pay with your Scotiabank American Express Card.<sup>7</sup>

AVIS reservations may be made online at **[avis.com/scotiabankAMEX](https://avis.com/scotiabankAMEX)** or by calling **1-800-TRY AVIS (879-2847)**. Please quote AVIS worldwide discount number **C231400**.

Budget reservations may be made online at **[budget.com/scotiabankAMEX](https://budget.com/scotiabankAMEX)** or by calling **1-800-268-8900**. Please quote Budget Corporate Discount number **A363306**.

### Scene+ is the rewards program that puts you first.

Your Scotiabank American Express Card also gives you automatic membership to the Scene+™ program. Scene+ is the rewards program that brings you better rewards, more exciting and flexible ways to earn and redeem points.

Enjoy a world of entertainment and travel rewards, gift cards, the latest in tech merchandise, statement credits and much more. You earn Scene+ points when you use your Card to make everyday purchases.<sup>8</sup>

For complete Scene+ program details, including how you earn Scene+ points, review the Scene+ program Terms and Conditions available at **ScenePlus.ca**.

To learn more about Scene+ and your Card, see the “Additional Terms and Conditions for Scotiabank American Express Cardmembers” section of the Scene+ Program Terms and Conditions.

**If you have any questions about the Scene+ program and its benefits, visit ScenePlus.ca or call us at 1-866-586-2805.**

### Here's how you earn Scene+ points with your Scotiabank American Express Card<sup>9</sup>

#### **3X** points

Earn 3X for every \$1 spent on all eligible purchases at participating grocery stores including Sobeys, Safeway, IGA, Foodland, Foodland & Participating Co-ops, FreshCo, Chalo! FreshCo, Thrifty Foods, Rachelle Béry, Les Marchés Tradition, Voilà by Sobeys, Voilà by Safeway and Voilà par IGA.

#### **2X** points **eat in & eat out**

Earn 2X for every \$1 spent at eligible restaurants, fast food and drinking establishments and other grocery stores. Includes popular food delivery and food subscriptions.

#### **2X** points **watch & cheer**

Earn 2X for every \$1 spent on eligible entertainment purchases. Includes movies, theatre and ticketing agencies.

#### **2X** points **listen & stream**

Earn 2X for every \$1 spent on eligible select streaming services.

#### **2X** points **travel & commute**

Earn 2X for every \$1 spent on eligible gas and daily transit options.

**Earn 1 Scene+ point for every \$1 spent on all other eligible purchases**

TIP: Use your Scene+ membership and pay with your Scotiabank American Express Card to earn points faster at these partners like Cineplex<sup>◇</sup>, Scene+ Travel, Powered by Expedia, Scene+ Rakuten<sup>®\*\*</sup>, participating grocery stores and 700+ restaurants to earn points faster. Your points will never expire as long as you have your Card.<sup>8</sup>

The Scene+ app is your gateway to rewards, your Scene+ Card, points balance, and so much more.

You can track the points you earn online with the:

- Scene+ app – Download on the App Store and Google Play.
- Scene+ website – ScenePlus.ca
- Scotiabank mobile app
- Scotia OnLine – scotiabank.com

## Travel

### **Get ready to take off with Scene+ Travel, Powered by Expedia<sup>10</sup>**

With Scene+ Travel, Powered by Expedia, you earn 3 Scene+ points per Canadian dollar (CAD\$) spent on hotel and car rental bookings when you pay with your Scene+ points or Scotiabank American Express Card. Points can be redeemed fully or partially, for flights, car rentals and hotels. You can access a range of flexible options when it comes to booking and redeeming for travel purchases.

You can choose to book online or over the phone.

To book online:

- Log in to your Scene+ account at ScenePlus.ca
- Plan your trip with Scene+ Travel, Powered by Expedia
- Book your travel with points, your Scotiabank American Express Card or a combination of both

To book over the phone:

- Call 1-800-419-8586 (available 24/7, fees apply)

### **Apply Scene+ points to travel<sup>11</sup>**

With Scene+, you have the flexibility to make your own travel arrangements with any travel provider, site or operator that you choose, and then select the “Apply Points to Travel” option to redeem points to cover off your trip costs within 12 months from the date of the travel purchase.

Simply:

- Book eligible travel using your Scotiabank American Express Card
- Wait for your travel purchase to be posted to your Card
- Log into ScenePlus.ca, and redeem your Scene+ points towards the travel purchase

To learn more on how to apply Scene+ points to travel, visit ScenePlus.ca or call 1-866-586-2805.

### Beyond travel rewards

Treat yourself or your loved ones with rewarding experiences and exclusive offers by Scene+.

**Shopping and Gift Cards** - Shop online with Scene+ Rakuten®\*\* and earn up to 20% more Cash Back in points for eligible online purchases with select retailers. Redeem for the latest in tech through the Apple and Best Buy™\* Catalogues, and for gift cards at more than 60 national retailers.

**Dining** - Redeem for meals at 700+ restaurant partners including Swiss Chalet†, Harvey's†, Montana's† and more.

**Entertainment** - Redeem points at Cineplex Theatres◇, Cineplex Store◇, The Rec Room◇ and Playdium◇.

**Points for Credit**<sup>12</sup> - Use the 'Points for Credit' option to receive a statement credit on your Scotiabank American Express Card.

**Remember to review the Scene+ Program Terms and Conditions available on ScenePlus.ca for full details about these program benefits.**

For more information about all the ways you can redeem your points or about the Scene+ program, visit ScenePlus.ca or call 1-866-586-2805.

# Scene+ Program Overview Terms and Conditions

## Scene+ Loyalty Program Overview

Scene+ is a loyalty rewards program operated by Scene Limited Partnership ("Scene LP"), a limited partnership owned by Scotia Loyalty Ltd., a subsidiary of The Bank of Nova Scotia and Galaxy Entertainment Inc., a subsidiary of Cineplex Entertainment LP. The Scene+ loyalty rewards program is referred to herein as "Scene+", the "Scene+ Program" or the "Program". Scene LP is solely responsible for conducting and administering the Program.

The Scene+ Program Terms and Conditions are in addition to the other agreements that apply to your Scotiabank American Express Card (also referred to as the "account"). The use and retention of your Scotiabank American Express Card is also governed by the Revolving Credit Agreement and your disclosure statement (the "agreement") in addition to the Scotiabank Privacy Agreement. You agree to be bound by that agreement, a copy of which has been provided to you in this document. Also see below in this document for more information about your Scotiabank Privacy Agreement.

By enrolling in the Scene+ Program (including automatic enrollment due to obtaining a Scotiabank American Express Card) or collecting points ("Points" as further described below), you agree that you have read and understand the Scene+ Program Terms and Conditions and Scene+ Privacy Policy as well as the agreement that applies to your Scotiabank American Express Card and are bound by all these terms. You also acknowledge that the agreement governing your Scotiabank American Express Card account and Scotiabank Privacy Agreement are in addition to the Terms and Conditions governing your Scene+ membership Card.

## Participation Requirements

You require a Scotiabank American Express Card and a Scene+ Account.

# Scene+ Program Overview Terms and Conditions

## Membership Enrollment

We will facilitate the automatic connection and/or enrollment of your Scene+ Account to your Scotiabank American Express Card in accordance with the Scene+ Privacy Policy.

## Scene+ Agreement and Privacy

Your membership in the Scene+ Program is governed by the Scene+ Program Terms and Conditions, available at [sceneplus.ca/en-ca/terms-and-conditions](https://sceneplus.ca/en-ca/terms-and-conditions).

In order to receive the benefits of the Scene+ Program, Scotiabank will share the following transaction information on an on-going basis with Scene LP: purchase date and amount, and merchant name and location. Scotiabank may collect from, or share with, Scene LP or Reward Partners such other data as may reasonably be needed to operate or offer the Scene+ Program including any benefits thereunder. Scene LP may use your information (along or together with other information it may have) for purposes described in its privacy policy, including to send offers that may be of interest to you. In accordance with Scene LP's Privacy Policy, Scene LP may also share certain parts of your information (including contact information, gender, date of birth and redemption history) with select Reward Partners for use in accordance with their respective privacy policies to provide you with rewarding and personalized experiences of offers.

For more information on Scene LP's privacy practices, you can obtain a full copy of the Scene+ Privacy Policy at [sceneplus.ca/en-ca/privacy](https://sceneplus.ca/en-ca/privacy) or by calling Scene LP at 1-866-586-2805.

## Other information you may want to know about the Scene+ Program

Your Scene+ Account may be closed if your Scene+ Membership Card was not used to earn, redeem or complete any other reward transaction activity in more **than 24 consecutive months, unless** you have

## Scene+ Program Overview Terms and Conditions

a Scotiabank debit or credit card account that earns Scene+ Points like the Scotiabank American Express account (the “account”) and is in good standing.

If your Scene+ Account is closed, you will forfeit all Scene+ Points in your Scene+ Account. Unless prohibited by law, earning Scene+ Points through your account with Scotiabank will not be considered earning Scene+ Points on your Scene+ Account unless the account has been linked to your Scene+ Account. Written notice from Scene LP, as required by applicable law, will be provided prior to your Scene+ Account being closed.

### **Earning on Purchases**

Every Scene+ member who is a Scotiabank American Express Cardmember will receive Scene+ Points for purchases made on their Scotiabank credit Card or debit card account (the “account”) that is associated with the Scene+ Program provided their card(s) for that account are linked to their Scene+ membership by Scotiabank. Scene+ Points are calculated on purchases, less returns (“Net Purchases”). Cash advances, including Scotia® Credit Card Cheques, balance transfers cash-like transactions, payments, fees, returns, refunds or other similar credits do not earn Scene+ Points.

Primary borrowers and co-borrowers receive Scene+ Points for purchases charged to their Card which is linked to their individual Scene+ membership account. All purchases by supplementary Cardmembers will accrue points for the account of the primary Cardmember only.

**To find out more about what you earn with your Card, see the “Additional Terms and Conditions for Scotiabank American Express Cardmembers” included in the Scene+ Program Terms and Conditions.**

**Learn more about the Scene+ Program at [ScenePlus.ca](https://ScenePlus.ca) or call 1-866-586-2805.**



### **Insurance coverage included with your Card.**

#### **New Mobile Device Insurance<sup>13</sup>**

You will have Mobile Device Insurance for new cellular phones, smartphones or tablets purchased on or after July 1, 2022, when you charge the full cost of your new mobile device to your Card or charge all of your wireless bill payments for such device to your Card when you fund such purchase through a plan. You may be covered for up to \$500 in the event your cell phone, smartphone or tablet is lost, stolen or accidentally damaged or experiences mechanical failure.

#### **Purchase Security and Extended Warranty<sup>13</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 Scotiabank American Express Card. Coverage extends for the first 90 days from the date of purchase, up to \$60,000, and is in excess of any other insurance coverage.

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

For full details about all your insurance coverage or service, please read the insurance certificates or terms and conditions included in this Welcome Kit or call 1-877-391-7507.

# Scotia Credit Card Protection (optional)

## Protecting tomorrow

This optional insurance coverage can provide you and your family financial protection by paying off your outstanding account balance or helping to cover your monthly credit card payments as a result of certain unexpected life events.

There are two different coverage bundles to choose from:

Protection Bundles	Basic Protection	Comprehensive Protection
Benefits	<ul style="list-style-type: none"><li>• Death Benefit</li><li>• Critical Illness Benefit</li><li>• Hospitalization Benefit</li></ul>	<ul style="list-style-type: none"><li>• Death Benefit</li><li>• Critical Illness Benefit</li><li>• Hospitalization Benefit</li><li>• Disability Benefit</li><li>• Job Loss Benefit</li><li>• Strike or Lockout Benefit</li></ul>

To learn more, please visit **scotiabank.com/insurance** and navigate to Scotia Credit Card Protection.

Locally and wherever your travels take you, it's important that you have access to your account and your account information in a variety of ways:

**General Card inquiries:** Visit **scotiabank.com** or call **1-888-861-5443** (24/7)

**Rewards and booking information:**

- Visit **ScenePlus.ca**
- Scene+ Centre, call 1-866-586-2805 (Mon-Sun 8 am to 11 pm EST)
- Scene+ Travel, call 1-800-419-8586 (24/7)

**Internet banking:**

Visit [scotiabank.com](http://scotiabank.com)

**Telephone banking:**

Call 1-800-267-1234

**ATM ACCESS:**

Worldwide look for machines displaying the *Interac\*\**, American Express or LINK symbols



## Scotiabank's Privacy Commitment

Since 1832, Scotiabank's business and reputation have been built on trusted relationships with our customers, employees, and other stakeholders. The protection of information in our custody is a critical component of these trusted relationships. As part of our ongoing commitment to fostering and maintaining trust, Scotiabank has established a robust privacy program that is designed to protect the personal information entrusted to us.

### We work hard to:

- **Be Accountable:** We have established a foundational privacy framework that sets out the structure and accountability for the treatment of personal information across the Bank. Our privacy framework is overseen by a dedicated Privacy Office, led by our Chief Privacy Officer that sets and maintains Scotiabank's privacy program.
- **Be Safe:** We have implemented measures designed to protect the personal information that has been entrusted to us.
- **Be Respectful:** We collect, use, and disclose personal information in a manner that is fair, ethical and non-discriminatory.
- **Be Useful:** We use information to deliver value, enhance the banking experience, and to manage our business.
- **Be Adaptable:** We monitor privacy and data protection laws, standards and industry practices so that we can provide our products and services in a privacy-respectful manner.
- **Be Transparent:** We explain how we handle personal information in a clear and easily accessible manner.

Our Privacy Agreement describes how we treat personal information including the types of personal information we collect, when and why we collect and use personal information, and the circumstance when we share and disclose it.

For a full copy of our Privacy Agreement, please visit: [scotiabank.com/ca/en/about/contact-us/privacy.html](https://scotiabank.com/ca/en/about/contact-us/privacy.html) or a Scotiabank Branch.

## All features, benefits and other information are subject to change.

The Bank of Nova Scotia and its affiliates are not responsible for fulfillment of offers under the American Express Invites program. All offers are provided and fulfilled by participating merchants and are subject to the specific terms and conditions of the respective merchant. American Express and its affiliates are not liable or otherwise responsible for any offer or experience made available under this program, and are not responsible for fulfillment, any changes or cancellation of any offer.

® American Express is a registered trademark of American Express. This credit card program is issued and administered by The Bank of Nova Scotia under license from American Express.

®\* Registered trademarks of The Bank of Nova Scotia.

™ Scene+ and the Icon Design are trademarks of Scene Plus IP Corporation, used under license.

Apple is a trademark of Apple Inc., registered in the U.S. and other countries and regions.

™\* BEST BUY is a trademark of Best Buy and its affiliated companies used under license.

®† Used by Amex Bank of Canada under license of American Express.

◇ Cineplex, Playdium, The Rec Room, Cineplex Store, trademarks of Cineplex Entertainment LP, used under license.

®\*\* Rakuten is a registered trademark of eBates Inc., used under license.

‡ Swiss Chalet, Harvey's, Montana's, trademarks of Recipe Unlimited Corporation, used under license.

All other trademarks are owned by their respective owners.

\*\* The Bank of Nova Scotia is an authorized user of the mark.

<sup>1</sup> You are liable for all charges incurred on your Scotiabank credit card account (the "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.

<sup>2</sup> Select offers are brought to you by American Express. The Bank of Nova Scotia is not responsible for the offers, or any third party services provided under the Amex Offers program. American Express reserves the right to vary any eligibility criteria or the Terms prior to you registering for the offer. If you do not agree with the Terms, you must not participate in the offer.

<sup>3</sup> Subject to capacity. Access to the American Express Entrance is available to individuals upon the presentation of a valid American Express Card.

<sup>4</sup> Access to the American Express® Lounge is available to individuals upon the presentation of a valid American Express Card. Subject to lounge capacity and public health and safety requirements.

- <sup>5</sup> Purchase must be charged in full to an American Express Card. Subject to availability and to event and ticketing terms, restrictions, verification procedures and fees. Tickets and packages may not be transferable and should not be resold. Refunds and exchanges subject to merchant's obligations under applicable law. Ticket holder assumes full liability for any risks and Amex is not liable. Events are subject to compliance with public health & safety requirements related to COVID-19 and may be cancelled. For the latest terms of use, purchase policies, safety protocols and changes to events, please check the ticket provider and venue Terms of Use and FAQs before purchasing and prior to attending any event. Visit <https://www.americanexpress.com/en-ca/benefits/entertainment/events> for the list of ticket providers and venues and links to their websites.
- <sup>6</sup> The savings of up to 25% applies to Avis and Budget base rates and is applicable only to the time and mileage charges of the rental. All taxes, fees (including but not limited to Air Conditioning Excise Recovery Fee, Concession Recovery Fee, Vehicle License Recovery Fee, Energy Recovery Fee, Tire Management Fee, and Frequent Traveler Fee) and surcharges (including but not limited to Customer Facility Charge and Environmental Fee Recovery Charge) are extra. The Bank of Nova Scotia is not responsible for, and provides no representations, warranties or conditions regarding this offer or any Avis or Budget products or services, including Avis Preferred Plus membership and services and those obtained under this offer, which are governed solely by Avis' terms and conditions. Avis Preferred Plus membership and services are provided by Avis.
- <sup>7</sup> If your account with Scotiabank that earns Scene+ Points is not in good standing, the accumulated Scene+ Points earned on that account are not eligible for redemption. Your Scene+ Account may be closed if your Scene+ Membership Card was not used to earn, redeem or complete any other reward transaction activity in more than 24 consecutive months, unless you have a Scene+ Scotiabank debit or credit card that earns Scene+ points that has not been cancelled and for which the underlying account remains open with Scotiabank. If your Scene+ Account is closed, you will forfeit all Scene+ points in your Scene+ Account. Unless prohibited by law, earning Scene+ Points through a Scene+ Scotiabank debit or credit card shall not be considered earning Scene+ points on your Scene+ Account unless the Scene+ Scotiabank debit or credit card has been linked to your Scene+ Account. If your Scene+ Scotiabank credit card is closed by Scotiabank because it is not in good standing, only the Scene+ points earned on the credit card will be forfeited immediately. For more details, refer to the Scene+ Program Terms and Conditions.

- <sup>8</sup> You are awarded three (3) Scene+ Points for every eligible \$1.00 purchase made at Sobeys, IGA, Safeway, Foodland, FreshCo, Voilà by Sobeys, Voilà par IGA, Voilà by Safeway, Chalo!FreshCo, Thrifty Foods, IGA West, Les Marchés Tradition, Rachelle Béry and Co-Op locations charged and posted to the Scotiabank American Express Account. This list of eligible grocers may be changed from time to time without notice. See full list of participating merchants across Canada at [scotiabank.com/participatingstores](http://scotiabank.com/participatingstores).

Additionally, you are awarded two (2) Scene+ Points for every eligible \$1.00 purchase in grocery, dining, entertainment, gas, daily transit and select streaming services charged and posted to the Scotiabank American Express Account (the "Account") (referred to as the "Accelerated Earn Rates").

You are awarded one (1) Scene+ Point for every \$1.00 in all other purchases of goods and services charged to the Scotiabank American Express Account (the "Regular Earn Rate"). Merchant classifications – American Express network Purchases must be made at merchants classified through the American Express network with a Merchant Category Code ("MCC") that identifies them in the American Express network in the "grocery", "dining", "entertainment", "gas", "streaming service" or "transit" category. Purchases at merchants where these categories are not their primary business do not qualify. Some merchants may (i) provide other goods or services; or (ii) have separate merchants located on their premises that may not be classified with an MCC under the Accelerated Earn Rate categories and such purchases will not earn the Accelerated Earn Rate as applicable.

The Accelerated Earn Rates for the Scotiabank American Express Card applies to the first \$50,000 in purchases charged to the Scotiabank American Express Account annually at merchants qualifying for the Accelerated Earn Rate, calculated annually from January 1<sup>st</sup> to December 31<sup>st</sup> each year. Once you exceed the applicable annual spend threshold, you will continue earning points at the Regular Earn Rate of one (1) Scene+ Point per \$1.00 in purchases charged and posted to the Scotiabank American Express Account.

- <sup>9</sup> Scene+ Travel website and call centre is powered by Expedia. Visit [sceneplus.ca](http://sceneplus.ca) for full details. The Bank of Nova Scotia is not responsible for Scene+ Travel including the booking site or call centre services, or any third party services provided in connection with Scene+ Travel.
- <sup>10</sup> A minimum of 5,000 Scene+ Points are required to be redeemed per redemption when using the Apply Points to Travel option. To redeem Scene+ Points, the Scene+ Scotiabank credit or debit card must be open and in good standing, and the merchant category code must be recognized by Scotiabank's system as described in the Scene+ Program Terms and Conditions. The value of the Scene+ Points redeemed cannot exceed the amount of the Apply Points to Travel redemption charged to your Scene+ Scotiabank credit or debit card. Scene+ points redeemed for an Apply Points to Travel redemption cannot be reversed once posted to your Scene+ Scotiabank credit or debit card. Visit the Additional Terms and Conditions that apply to your Scotiabank American Express Cardmembers in the Scene+ Program terms and conditions for more details.

- <sup>11</sup> Holders of a Scotiabank American Express Card account ("Account") can redeem Scene+ Points for a credit to their Account ("Points for Credit"). Your Account must be open at the time the credit is applied to receive any Points for Credit. The credit will be applied towards the balance of the Account, not towards a particular transaction. Please note that even if you redeem for Points for Credit you are still responsible for making the monthly minimum payment on your Account by your payment due date. See the applicable "Points for Credit" section of the "Additional Terms and Conditions for Scotiabank American Express Cardmembers" for details.
- <sup>12</sup> Under all insurance coverages or services, certain limitations, restrictions and exclusions apply. The enclosed Insurance certificates contain full details of all coverages underwritten by The Manufacturers Life Insurance Company and its wholly owned subsidiary First North American Insurance Company. The Bank of Nova Scotia is not an insurer. All claims for insurance indemnities must be forwarded to the insurers.



# Purchase Security and Extended Warranty Certificate of Insurance

AMENDED AND RESTATED: Effective July 1, 2021

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, 2021, and is provided to eligible **Scotiabank® American Express®** Cardmembers. Insurance is underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife) (hereinafter referred to as the "Insurer") under Group Policy No. **BNS749**, (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 head office for Manulife and FNAIC is located at 250 Bloor St. East, Toronto, Ontario M4W 1E5.

Claim payment and administrative services are provided by the administrator. Manulife has appointed Active Claims Management (2018) Inc., Operating as "Active Care Management", "ACM", "Global Excel Management" and/or "Global Excel" as the provider of all assistance and claims services under this Policy. 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 **Scotiabank American Express 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 **Scotiabank American Express Card** is issued and whose name is embossed on the card. The Cardmember may be referred to as "You" or "Your".

**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 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 and/or paid with Scene+\* Points.

**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 9 of this Certificate.

**Primary Cardmember** means the principal applicant for an Account who is a natural person resident in Canada to whom a **Scotiabank American Express 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.

## 2. PURCHASE SECURITY

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 and/or paid with Scene+ Points) 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, the administrator 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 4 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

- 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 and/or paid with Scene+ Points 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 years or more 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. to 9:00 p.m. Monday through Friday and 8:30 a.m. to 5:00 p.m. on Saturday, EST. You will be required to send copies of the following items to the administrator 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. 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, the administrator, 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.

## 5. CLAIMS

- a) **Filing a Claim** – To initiate a claim, the Cardmember must notify the administrator 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 **416-977-1552** locally between 8:00 a.m. to 9:00 p.m. Monday through Friday and 8:30 a.m. to 5:00 p.m. on Saturday, EST. If You would like to file Your claim online, please visit [www.manulife.ca/scotia](http://www.manulife.ca/scotia).
- 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 thereat, or is suspected to be so caused, the Cardmember MUST give immediate notice to the police or other authorities having jurisdiction. The Cardmember may be required to send, at the Cardmember's expense and risk, the damaged Insured Item on which a claim is based, to an address designated by the administrator.
- c) **Claim Form** – Upon notifying the administrator 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 the administrator.
- 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, **Scotiabank American Express 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 the administrator 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, **Scotiabank American Express 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, the administrator 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.

## 6. 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 Cardmember 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 a Cardmember has Other Insurance, the loss or damage MUST be reported to the primary carrier in addition to filing with the administrator, and copies of the payout documents from the Other Insurance carrier must be provided to the administrator. 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 shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. The Cardmember 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.

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 coverage under the Policy 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 administrator at 1-800-263-0997 or the Policyholder at 1-800-472-6842. The administrator will do its best to resolve Your concern or complaint. If for some reason the

administrator 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 administrator at the number listed above or at:  
[www.manulife.ca/personal/support/contact-us/resolve-a-complaint.html](http://www.manulife.ca/personal/support/contact-us/resolve-a-complaint.html)

- h) **Privacy** - Manulife is committed to protecting your privacy and the confidentiality of your personal information. Manulife's Privacy Policy is located at [www.manulife.ca](http://www.manulife.ca). We will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate. To protect the confidentiality of your personal information, we will establish a financial services file from which your information will be used to administer services and process claims. Access to this file will be restricted to Manulife employees, mandatories, administrators or agents who are responsible for the assessment and investigation of claims, and to any other persons you authorize or as authorized by law. These people, organizations and service providers may be in jurisdictions outside Canada, and subject to the laws of those foreign jurisdictions. Your file is secured in Manulife's offices or those of our Administrator, Global Excel Management. You may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, 500 King Street North, P.O. Box 1602, Waterloo, ON N2J 4C6. Visit [www.manulife.ca/privacy-policies.html](http://www.manulife.ca/privacy-policies.html) for further details on our privacy policy.

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# Mobile Device Insurance

EFFECTIVE : July 1, 2022

**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, 2022, and is provided to eligible **Scotiabank®\*** **American Express®** Cardmembers. Insurance is underwritten by First North American Insurance Company (FNAIC), a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife) (hereinafter referred to as the "Insurer") under Group Policy No. BNS749 (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 head office for Manulife and FNAIC is located at 250 Bloor St. E. Toronto, Ontario M4W 1E5.

Claim payment and administrative services are provided by the administrator. Manulife has appointed Active Claims Management (2018) Inc., Operating as "Active Care Management", "ACM", "Global Excel Management" and/or "Global Excel" as the provider of all assistance and claims services under this Policy.

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

**Account** means the Primary Cardmember's Scotiabank American Express 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 Scotiabank American Express Card is issued and whose name is embossed on the card. The Cardmember may be referred to as "You" or "Your".

**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.

**Insured Person** means an eligible Cardmember and/or his or her eligible Spouse and eligible Dependent Children if the full cost of his or her Eligible Expenses for the Trip has been charged to the Account.

**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 the vanishing of an item or Mobile Device which cannot be explained, i.e. there is an absence of evidence of a wrongful act of another person.

**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 Scotiabank American Express Card is issued by the Policyholder.

**Provider** means a Canadian wireless service provider.

**Purchase Price** means the actual cost of a 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 of 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, and 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.

Note: To be eligible for this insurance, Scene + Points cannot be used towards the purchase of a Mobile Device.

## 3. COVERAGE PERIOD

Mobile Device 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.

Mobile Device 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 ceases to be in Good Standing; and
- d) the date the Cardmember ceases to be eligible for coverage.

#### 4.BENEFITS

If a Mobile Device is lost, stolen or suffers a mechanical breakdown or Accidental Damage, the Insurer will reimburse You the lesser of its repair or replacement cost, not exceeding the depreciated value† of Your Mobile Device at date of loss, less the deductible††, to a maximum of \$500, subject to the Limitations and Exclusions below.

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

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

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

**For example:** If You purchase a new Mobile Device for a Purchase Price of \$800 (\$700 + \$100 in applicable taxes) on May 1, and file a claim on June 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 13 months X \$800)	<u>- \$208</u>
Depreciated value	\$592

- b) Calculation of the maximum reimbursement:

Depreciated value	\$592
Less Deductible	<u>- \$100</u>
Maximum reimbursement	\$492

In the event You file a valid repair claim and the total cost of repair is \$400, including applicable taxes, upon approval of Your claim, the maximum reimbursement available to You will be \$400.

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 \$492.

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.*

## 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.

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.

Mobile Device Insurance does not cover:

- a) accessories, whether included with Your Mobile Device in the original manufacturer's package or purchased separately;
- b) batteries;
- c) 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.

No benefits are payable 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. GIFTS

Mobile Devices given as gifts are covered under Mobile Device Insurance provided all eligibility requirements are met. In the event of a claim, the Cardmember, not the recipient of the gift, must make the claim for benefits.

## 7. 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 administrator 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 and Limitations and Exclusions set out herein.

This coverage will not apply as contributing insurance notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

## 8. 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 Mobile Device Insurance, but in no event later than 14 days from the date of loss, You must contact the administrator by calling **1-800-263-0997** to obtain a claim form. To file a claim online, please visit **[www.manulife.ca/scotia](http://www.manulife.ca/scotia)**.

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

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

- a) the original sales receipt detailing the cost, date and description of purchase;
- b) the date and time you notified Your Provider of loss or theft;
- c) a copy of the original manufacturer's warranty (for mechanical failure claims);
- d) a copy of the written repair estimate (for mechanical failure and Accidental Damage claims);
- e) if You charged the full Purchase Price to 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;
- g) a police, fire, insurance claim or loss report, or other report of the occurrence of the loss sufficient for determination of eligibility for Mobile Device Insurance benefits.

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

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

## 9. 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 the administrator by calling **1-800-263-0997** from within Canada and the United States, or by calling

**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.manulife.ca/scotia](http://www.manulife.ca/scotia)**.

Written notice of claim must be given to the administrator as soon as reasonably possible after a claim occurs, but in no event later than 90 days 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 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 the administrator.

**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 benefit of 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 administrator at **1-800-263-0997** or the Policyholder at **1-800-472-6842**. The administrator will do its best to resolve Your concern or complaint. If for some reason the administrator 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 administrator at the number listed above or at: [www.manulife.ca/personal/support/contact-us/resolve-a-complaint.html](http://www.manulife.ca/personal/support/contact-us/resolve-a-complaint.html).

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