

CERTIFICATE OF INSURANCE

SA72/75-HAP

SCOTIA® ACCIDENT CARE PLAN • GROUP POLICY NUMBER SLG000007

SCOTIA LIFE INSURANCE COMPANY
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Scotia Life Insurance Company (ScotiaLife) has issued the above-referenced Group Policy to The Bank of Nova Scotia (Scotiabank).

This Certificate is intended to provide a summary of the principal provisions of the Group Policy. This Certificate is not an insurance policy, insurance contract (or other contract) or a document evidencing a contract. It does not create or confer any contractual rights on the part of an Insured and it does not create or confer any contractual duty, obligation or liability on the part of ScotiaLife.

The Group Policy alone constitutes the contract under which insurance coverage is provided. In the event that there is any conflict between the provisions of this Certificate and the provisions of the Group Policy, the provisions of the Group Policy shall govern. The Group Policy may be examined at ScotiaLife's head office, which is located at the address shown above.

DEFINITIONS

In this Certificate:

Accidental Bodily Injury means bodily injury that is effected directly and independently of all other causes by an accidental, external, violent and visible means and that occurs while your coverage in respect of this Certificate is in force.

Basic Daily Benefit Amount means the amount specified in the Certificate Schedule as being the "Basic Daily Benefit Amount." The Basic Daily Benefit Amount in respect of an Insured reduces by twenty-five percent (25%) on that person's sixty-fifth (65th) birthday and by fifty percent (50%) on that person's seventieth (70th) birthday.

Certificate Date means the date specified in the Certificate Schedule as being the "Certificate Date" and is the date that your coverage under the Group Policy becomes effective. Certificate months, years and anniversaries are measured from the Certificate Date.

Daily Benefit Amount means an amount equal to the Basic Daily Benefit Amount, except that:

- (a) in respect of a Hospital Stay in an Intensive Care Unit, the Daily Benefit Amount means an amount equal to two hundred percent (200%) of the Basic Daily Benefit Amount; and
- (b) in respect of an Emergency Hospitalization in a Hospital Outside of Canada, the Daily Benefit Amount means an amount equal to two hundred percent (200%) of the Basic Daily Benefit Amount.

Emergency Hospitalization means an unforeseen and unscheduled confinement in a Hospital in Canada or Outside of Canada as an in-patient as a result of an Accidental Bodily Injury that requires immediate attention.

Hospital means an institution licensed as a hospital that is open at all times, is operated mainly to diagnose and treat illnesses on an in-patient basis, has a staff of one (1) or more Physicians on call at all times, provides twenty-four (24) hour nursing services by registered nurses and has organized facilities on the premises for surgery. A Hospital does not include an institution used primarily for rest, custodial care, nursing, care for the aged or care for alcohol or drug addiction.

Hospital Stay means confinement in a Hospital in Canada or Outside of Canada as an in-patient on the recommendation of a Physician.

Insured means a person:

- (a) who has enrolled for coverage under the Group Policy;
- (b) who meets the eligibility criteria specified in the "Who May Enroll for Coverage" section of this Certificate;
- (c) whose premium payments are up to date; and
- (d) who is named as the "Insured" or "Insured Spouse" in the Certificate Schedule.

Intensive Care Unit means a specialized area of a Hospital that is equipped with life-saving drugs and apparatus and that provides twenty-four (24) hour continuous care and observation by registered nurses and qualified medical staff.

Outside of Canada means the United States of America, Mexico, the Caribbean or Europe.

Physician means a doctor who is licensed to practise medicine by:

- (a) a recognized medical licensing organization in the locale where the treatment is rendered, provided he or she is a member in good standing of such licensing body; or
- (b) a governmental agency having jurisdiction over such licensing in the locale where the treatment is rendered.

A Physician does not include an Insured or a member of the immediate family of an Insured.

Policyholder means The Bank of Nova Scotia, also referred to as **Scotiabank**.

Scotiabank Customer means a person who has business dealings with Scotiabank or with any of its subsidiaries, affiliates or associated companies.

Spouse means a person who is:

- (a) legally married to another person, or
- (b) not legally married and resides together with another person, regardless of gender, in the same household in a publicly represented conjugal relationship for a continuous period of at least one (1) year.

We, us and our mean Scotia Life Insurance Company, also referred to as **ScotiaLife**.

You and your mean an Insured.

All references in this Certificate to "**day**" or "**days**" shall mean calendar day or calendar days, respectively.

WHO MAY ENROLL FOR COVERAGE

A person may enroll for coverage under the Group Policy if he or she is:

- (a) eighteen (18) to sixty-nine (69) years of age; and
- (b) resident in Canada; and either
 - (i) a Scotiabank Customer or
 - (ii) the Spouse of a Scotiabank Customer.

CURRENCY

All payments made to us or by us are payable in Canadian currency.

PAYMENT OF PREMIUMS

Each monthly premium must be paid to us in advance. The first premium is due on the Certificate Date, and subsequent premiums become due monthly thereafter. The monthly premiums shall be paid by you through a pre-authorized debit arrangement on a Scotiabank chequing or savings account or Scotiabank VISA® account. You may select another payment method and frequency only with our consent.

GRACE PERIOD

A grace period of thirty (30) days is allowed for the payment of any premium that has not been paid in full on its due date. An Insured's coverage under the Group Policy will stay in force during the grace period. Such coverage will terminate if the overdue premium is not paid in full within the grace period.

REINSTATEMENT

If an Insured's coverage under the Group Policy has terminated owing to non-payment of a premium, such coverage may be reinstated subject to all of the following conditions being satisfied:

- (a) We must receive a written application for reinstatement from the former Insured within ninety (90) days of the date that his or her coverage under the Group Policy was terminated;
- (b) We must receive evidence satisfactory to us of the ability of the former Insured to make future premium payments; and
- (c) We must receive an amount that is equal to all overdue premiums.

Reinstated insurance coverage becomes effective on the date that an Insured's last premium payment was due.

PAYMENT OF DAILY BENEFIT AMOUNT

Subject to all the provisions of the Group Policy, we will pay the Daily Benefit Amount if an Insured sustains an Accidental Bodily Injury that is the sole cause of a Hospital Stay or an Emergency Hospitalization provided that:

- (a) such Hospital Stay or Emergency Hospitalization (i) commences within ninety (90) days of the date that the Accidental Bodily Injury was sustained, and (ii) is for a duration of at least twelve (12) consecutive hours; and
- (b) if a Hospital Stay or Emergency Hospitalization is in a Hospital Outside of Canada, the Insured who sustained the Accidental Bodily Injury must be a resident of Canada who was travelling Outside of Canada for a duration of no longer than sixty (60) days.

Deduction from Daily Benefit Amount — Any premium owing will be deducted from any Daily Benefit Amount that is payable.

LIMITATION

At any one time, a Daily Benefit Amount will be payable for either a Hospital Stay or Emergency Hospitalization but not for both.

DURATION OF PAYMENT OF DAILY BENEFIT AMOUNT

Hospital Stay — If the Daily Benefit Amount payable pursuant to the provisions of the Group Policy is in respect of a Hospital Stay in Canada or Outside of Canada, such amount will be paid for a Hospital Stay of at least twelve (12) consecutive hours and for each complete day of Hospital Stay thereafter up to a maximum of three hundred sixty-five (365) days for each accident that causes Accidental Bodily Injury.

Emergency Hospitalization — If the Daily Benefit Amount payable pursuant to the provisions of the Group Policy is in respect of:

- (a) an Emergency Hospitalization in a Hospital in Canada, including hospitalization in an Intensive Care Unit, the Daily Benefit Amount will be paid for an Emergency Hospitalization of at least twelve (12) consecutive hours and for each complete day of Emergency Hospitalization thereafter up to a maximum of three hundred sixty-five (365) days for each accident that causes Accidental Bodily Injury;
- (b) an Emergency Hospitalization in a Hospital Outside of Canada, including hospitalization in an Intensive Care Unit, the Daily Benefit Amount will be paid for an Emergency Hospitalization of at least twelve (12) consecutive hours and for each complete day of Emergency Hospitalization thereafter up to a maximum of thirty (30) days for each accident that causes Accidental Bodily Injury.

MULTIPLE CAUSES FOR A HOSPITAL STAY OR EMERGENCY HOSPITALIZATION

If a Hospital Stay or Emergency Hospitalization of an Insured is a result of multiple Accidental Bodily Injuries, then any Daily Benefit Amount payable will be paid as if the Hospital Stay or Emergency Hospitalization was the result of only one (1) Accidental Bodily Injury.

REPEATED HOSPITAL CONFINEMENTS

If an Insured received a Daily Benefit Amount under the Group Policy in respect of a period of Hospital confinement and if, within six (6) months from the date of being discharged, that Insured is again confined in a Hospital as a result of the same Accidental Bodily Injury that caused the earlier period of Hospital confinement, then if a Daily Benefit Amount is payable in respect of such subsequent period of Hospital confinement, we will consider the subsequent period of Hospital confinement as a continuation of the earlier period of Hospital confinement.

WHAT'S NOT COVERED

No Daily Benefit Amount will be payable if the Hospital Stay or Emergency Hospitalization resulted directly or indirectly from, or was in any manner or degree associated with or occasioned by, any one or more of the following, or if any one or more of the following contributed in any way whatsoever to the Insured's Hospital Stay or Emergency Hospitalization:

- (a) any naturally occurring condition, illness or disease or bodily or mental infirmity of any kind, or medical or surgical treatment therefor;
- (b) an intentionally self-inflicted injury while sane or any self-inflicted injury while insane;
- (c) an Accidental Bodily Injury sustained while under the influence of any drug unless prescribed by a Physician and taken as directed;
- (d) an Accidental Bodily Injury sustained while an Insured's blood alcohol concentration is in excess of eighty (80) milligrams of alcohol per one hundred (100) millilitres of blood;
- (e) an Accidental Bodily Injury sustained while under the influence of any poison or gas voluntarily taken, administered, absorbed or inhaled;
- (f) flying (except as a passenger on a recognized commercial airline) or any other form of aerial activity;
- (g) war (declared or undeclared), riot or civil commotion, insurrection or hostilities of any kind;
- (h) participation as a professional athlete in an athletic competition or demonstration; or
- (i) commission of, or attempt to commit, or the provocation of an assault or any indictable criminal offense.

WHEN IS THE DAILY BENEFIT AMOUNT PAYABLE?

Any Daily Benefit Amount that is payable under the Group Policy will be paid by us within sixty (60) days after we have received proof of claim and any other document (e.g., coroner's report, toxicology report and police investigation report) required to properly review and provide a decision on a claim.

WHO RECEIVES THE DAILY BENEFIT AMOUNT?

Any Daily Benefit Amount payable will be paid to the Insured who has sustained the Accidental Bodily Injury, if living, otherwise to his or her estate.

NOTICE OF CLAIM AND PROOF OF CLAIM

Notice — We must receive written notice of claim at our head office not later than thirty (30) days from the date that the claim arises.

Proof — We must receive written proof of claim at our head office within ninety (90) days of the date that the claim arises. Such proof of claim must provide proof satisfactory to us:

- (a) of an Accidental Bodily Injury that is covered under the Group Policy;
- (b) of a Hospital Stay or Emergency Hospitalization that is covered under the Group Policy;
- (c) that the Insured in respect of whom the claim is being submitted is a resident of Canada who was travelling Outside of Canada for a duration of no longer than sixty (60) days, if the claim is in respect of a Hospital Stay or Emergency Hospitalization in a Hospital Outside of Canada; and
- (d) of the date of birth of the Insured in respect of whom the claim is being submitted.

Proof of Claim Forms — We shall furnish forms for proof of claim within fifteen (15) days after receiving notice of claim, but in cases where the claimant has not received the forms within that time, proof of claim may be submitted in the form of a written statement providing the information described in clauses (a) and (b) under the immediately preceding "Proof" section together with the applicable documentation listed in clauses (c) and (d) of that section.

FAILURE TO GIVE NOTICE OR PROOF

Failure to give notice of claim or furnish proof of claim within the time prescribed in the preceding section does not invalidate the claim if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed and if the notice or proof is given or furnished as soon as reasonably possible. In no event may notice of claim be given or proof of claim furnished later than one (1) year from the date that the claim arises.

RIGHTS OF EXAMINATION

At our expense, we may have an Insured examined as often as reasonably necessary while a claim in respect of that Insured is pending. In case of death, we may require an autopsy where it is not forbidden by law.

LIMITATION OF ACTIONS

An action or proceeding against us for the recovery of a claim under the Group Policy shall not be commenced more than one (1) year after the date that the Daily Benefit Amount became payable or would have become payable if it had been a valid claim.

TERMINATION OF AN INSURED'S COVERAGE

Insurance coverage in respect of an Insured shall immediately terminate on the earliest of the following dates:

- (a) the date the Group Policy is terminated;
- (b) in the event a premium due has not been paid, the thirty-first (31st) day following the premium due date;
- (c) the date that we receive at our head office a written request from an Insured to terminate the coverage under the Group Policy in respect of this Certificate;
- (d) the date that an Insured ceases to be resident in Canada;
- (e) the date of the Certificate anniversary immediately following the eightieth (80th) birthday of an Insured;
- (f) in respect only of an "Insured Spouse," the date that he or she ceases to be a Spouse of the person named in the Certificate Schedule as the "Insured;" or
- (g) the date an Insured dies.

TERMINATION OF THE GROUP POLICY

The Group Policy may be terminated either by us or by the Policyholder upon at least ninety (90) days' written notice to the other. Such notice shall be personally delivered or sent by registered mail and addressed to the then-current national head office of the addressee. Any such notice that is personally delivered shall be deemed to have been received by the addressee when actually delivered. Any such notice sent by registered mail shall be deemed to have been received by the addressee on the third (3rd) day following the day on which such notice was mailed.



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