

CERTIFICATE OF INSURANCE

SAB2-HAP

SCOTIA® ACCIDENT CARE PLAN • GROUP POLICY NUMBER SLG000011

SCOTIA LIFE INSURANCE COMPANY
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Scotia Life Insurance Company (ScotiLife) 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, an 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 Person, and it does not create or confer any contractual duty, obligation or liability on the part of ScotiLife.

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 Group Policy shall govern. The Group Policy may be examined at ScotiLife's head office, which is located at the address shown above.

DEFINITIONS

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 to you while your coverage in respect of this Certificate is in force.

Basic Daily Benefit Amount means the amount specified in your Certificate Schedule as being the "Basic Daily Benefit Amount." Your Basic Daily Benefit Amount will be reduced by twenty-five percent (25%) on your sixty-fifth (65th) birthday and by fifty percent (50%) on your seventieth (70th) birthday.

Certificate means this certificate of insurance that is issued to an Insured and that defines the benefits and principal provisions of insurance coverage issued under the Group Policy.

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

Certificate Schedule means the schedule that accompanies your Certificate and that provides a summary of your coverage details, such as the Certificate Date, the Basic Daily Benefit Amount, and the monthly premium.

Daily Benefit Amount means an amount equal to the Basic Daily Benefit Amount, except in the following cases:

- in respect of a Hospital Stay in an Intensive Care Unit, the Daily Benefit Amount means an amount equal to double the Basic Daily Benefit Amount; and
- in respect of an Emergency Hospitalization in a Hospital Outside of Canada, the Daily Benefit Amount means an amount equal to double 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, that is operated mainly to diagnose and treat illnesses on an in-patient basis, that has a staff of one (1) or more Physicians on call at all times, that provides twenty-four (24) hour nursing services by registered nurses and that 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 who is enrolled for insurance coverage under the Group Policy and who is named as the "Insured" in the Certificate Schedule.

Insured Person means a person who meets the following requirements:

- who has been enrolled for coverage under the Group Policy, provided that the eligibility criteria for enrollment have been satisfied (refer to the section of this Certificate titled "**Who May Enroll for Coverage**");
- whose premium payments are up to date; and
- who is named as the "Insured" or "Insured Spouse" in the Certificate Schedule.

Insured Spouse means a person who is enrolled for insurance coverage under the Group Policy and who is named as the "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 practice medicine by one of the following bodies:

- 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

- a governmental agency having jurisdiction over such licensing in the locale where the treatment is rendered.

The definition of Physician does not include you or a member of your immediate family.

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

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

Spouse means a person who meets the following requirements:

- is legally married to another person; or
- is not legally married but resides together with an adult person, regardless of gender, in the same household in a publicly represented conjugal relationship for a continuous period of at least one (1) year, or longer if required by law.

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

You and your mean an Insured Person.

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

AMENDMENTS TO THE GROUP POLICY

Any or all of the provisions in the Group Policy may be amended at any time by written agreement between us and the Policyholder.

We reserve the right to amend the Group Policy should any legislative or regulatory authority having jurisdiction impose requirements that affect the Group Policy.

NO CASH VALUE OR DIVIDENDS

Scotia Accident Care Plan has no cash value and pays no dividends.

NON-TRANSFERABLE RIGHTS AND INTERESTS

The rights and interests of an Insured under the Group Policy are not transferable.

WHO MAY ENROLL FOR COVERAGE

A person may enroll, or if applicable be enrolled, for coverage under the Group Policy if he or she meets the following conditions:

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

CURRENCY

All payments made by us or to 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 are due monthly thereafter. Monthly premiums shall be paid by the Insured through a pre-authorized debit arrangement on either a Scotiabank VISA* account or a chequing or savings account at a financial institution that is a member of the Canadian Payments Association.

GRACE PERIOD

A grace period of thirty (30) days is allowed for the payment of any premium, except the first premium, that has not been paid in full on its due date. Coverage for an Insured and an Insured Spouse, if applicable, will stay in force during the grace period. Such coverage will terminate at the end of the grace period, if the overdue premium is not paid in full within the grace period.

REINSTATEMENT

If coverage on an Insured and an Insured Spouse, if applicable, has terminated due to non-payment of a premium, such coverage may be reinstated if we receive the following:

- a written request for reinstatement from the Insured within ninety (90) days of the date the coverage terminated; and
- payment of the total amount of all overdue premiums for the coverage.

PAYMENT OF DAILY BENEFIT AMOUNT

Subject to all the provisions of the Group Policy, we will pay the Daily Benefit Amount if you sustain an Accidental Bodily Injury that is the sole cause of your Hospital Stay or Emergency Hospitalization provided that the following conditions are met:

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

LIMITATION OF AMOUNT PAYABLE

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 in accordance with 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 in accordance with the provisions of the Group Policy is in respect of an Emergency Hospitalization in a Hospital in Canada, 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.

If the Daily Benefit Amount payable in accordance with the provisions of the Group Policy is in respect of an Emergency Hospitalization in a Hospital Outside of Canada, 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 your Hospital Stay or Emergency Hospitalization is a result of multiple Accidental Bodily Injuries, then any Daily Benefit Amount payable will be paid to you as if the Hospital Stay or Emergency Hospitalization was the result of only one (1) Accidental Bodily Injury.

REPEATED HOSPITAL CONFINEMENTS

If you 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, you are again confined in a Hospital as a result of the same Accidental Bodily Injury that caused your 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 your 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 your Hospital Stay or Emergency Hospitalization:

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

WHO RECEIVES THE DAILY BENEFIT AMOUNT?

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

NOTICE OF CLAIM

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

PROOF OF CLAIM

We shall provide forms to the claimant for proof of claim within fifteen (15) days of receiving notice of claim.

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 include evidence satisfactory to us of the following:

- the Accidental Bodily Injury sustained by the Insured Person and the date that the Accidental Bodily Injury occurred;

- that the Accidental Bodily Injury was the sole cause of the Insured Person's Hospital Stay or Emergency Hospitalization and that such Hospital Stay or Emergency Hospitalization is covered under the Group Policy;
- the date of birth of the Insured Person and, if applicable, the date of death of the Insured Person;
- that payment of a Daily Benefit Amount is not excluded under the section of this Certificate titled "**What's Not Covered**"; and
- if the claim is for a Hospital Stay or an Emergency Hospitalization in a Hospital Outside of Canada, that the Insured Person for whom the claim is being submitted is a resident of Canada who was travelling Outside of Canada for a period of no longer than sixty (60) days.

EXCEPTIONS TO PRESCRIBED TIMES FOR GIVING NOTICE OR PROOF OF CLAIM

Failure to give notice of claim or proof of claim within the times prescribed in this Certificate does not invalidate the claim if it is shown that it was not reasonably possible to give such notice or proof within the times prescribed, and if the notice or proof is given within a period of two (2) years from the date that the claim arises or within such longer period of time as is allowed by applicable legislation.

RIGHTS OF EXAMINATION

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

LIMITATION OF ACTIONS

Except where a longer period is allowed by applicable legislation, 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 DATE OF AN INSURED PERSON'S COVERAGE

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

- the date the Group Policy is terminated;
- in the event of non-payment of a premium due for that Insured Person's coverage, the thirty-first (31st) day following the premium due date;
- the date that we receive at our head office a request to cancel that Insured Person's coverage under the Group Policy, provided the request is made in accordance with the section of this Certificate titled "**Insured Person's Right to Cancel Coverage**";
- the Certificate anniversary date immediately following that Insured Person's eightieth (80th) birthday;
- in respect of an Insured Spouse, the date that he or she ceases to be a Spouse of the Insured; or
- the date that Insured Person dies.

INSURED PERSON'S RIGHT TO CANCEL COVERAGE

If only an Insured is named in the Certificate Schedule, that Insured may cancel his or her coverage in respect of that Certificate Schedule by giving written notice of cancellation to our head office.

If both an Insured and an Insured Spouse are named in the Certificate Schedule, coverage in respect of that Certificate Schedule may be cancelled as follows:

- the Insured may, by giving written notice of cancellation to our head office, cancel either
 - only the coverage issued for the Insured Spouse, or
 - the complete coverage issued for both the Insured and the Insured Spouse; and
- the Insured Spouse may, by giving written notice of cancellation to our head office, cancel either
 - only the coverage issued for himself or herself, or
 - the complete coverage issued for both the Insured and the Insured Spouse.

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) business day following the day on which such notice was mailed.



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