

SCOTIA BUSINESS LOAN PROTECTION

Certificate of Insurance

Please keep in a safe place.

SAMPLE

Scotia® Business Loan Protection

Certificate of Insurance

The Canada Life Assurance Company certifies that the business entity and the Insured Person(s) as named on the Schedule of Coverage are covered under and subject to the terms and conditions of:

Group Policy Number G/H 10650

issued to
The Bank of Nova Scotia

In this Certificate of Insurance and the Schedule of Coverage certain words have specific and defined meanings. For example, You and Your mean the authorized representative of the business entity named on the Schedule of Coverage, the Insured Person(s) means the person insured for coverage as named on the Schedule of Coverage, the Insurer means The Canada Life Assurance Company, and Scotiabank means The Bank of Nova Scotia. Please refer to the Schedule of Coverage, this Certificate of Insurance and the DEFINITIONS section at the end of this Certificate of Insurance for other definitions.

The principal provisions of the Group Policy are outlined in the following pages. If there is any conflict between the terms and conditions of the Certificate of Insurance and those described in the Group Policy, the terms and conditions of the Group Policy shall govern. This Certificate of Insurance includes information on all insurance coverage available under the Group Policy, including those that You may not have selected. You may, at any time, request a copy of the Group Policy and any amendments made to it by calling **1-855-753-4272** or You may review the Group Policy by sending a written request to the Insurer's head office at the following address:

The Canada Life Assurance Company
Creditor Insurance Department
330 University Avenue
Toronto, Ontario M5G 1R8

NOTICE OF THIRTY DAY RIGHT TO EXAMINE COVERAGE

Within thirty (30) days of the Effective Date, You may cancel the coverage provided by calling **1-855-753-4272** or sending a written cancellation notice by mail to Insurance Canada Processing Centre, P.O. Box 1045, Stratford, Ontario, N5A 6W4. At such time, any premium paid will be refunded, and this Certificate will be deemed to be void from the Effective Date.



Per: **Paul A. Mahon**
President and Chief Executive Officer
The Canada Life Assurance Company



Per: **Stefan Kristjanson**
President and Chief Operating Officer
The Canada Life Assurance Company

**THIS CERTIFICATE CONTAINS IMPORTANT INFORMATION.
PLEASE KEEP IN A SAFE PLACE.**

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Introduction

Information regarding how Scotiabank and the Insurer protect and manage your personal information is set out below in the paragraphs entitled “Privacy and Confidentiality – The Canada Life Assurance Company” and “Privacy – Scotiabank”, respectively.

What would happen if you or a key employee of Your business passed away or became Disabled? Would Your business have difficulty paying off Your Scotiabank business loan(s)? Or keeping up with the regular payments?

Scotiabank and The Canada Life Assurance Company have developed Scotia Business Loan Protection to assist with Your business’ financial needs in this situation.

Scotia Business Loan Protection protects Your business if an Insured Person dies, becomes terminally ill, becomes Disabled, or is Hospitalized. In addition to key employees of the business, it can cover individuals who guarantee its loans and Your business’ shareholders.

Insurance coverage options

There are two levels of protection offered under Scotia Business Loan Protection:

Comprehensive Protection

Comprehensive Protection coverage provides the following benefits:

- › Life insurance benefits in the event an Insured Person dies;
- › Disability benefits in the event an Insured Person becomes Disabled;
- › Hospitalization benefits in the event an Insured Person becomes Hospitalized; and
- › Terminal Illness benefits in the event an Insured Person is Diagnosed with a Terminal Illness.

Basic Protection

Basic Protection coverage provides life insurance benefits in the event an Insured Person dies. Basic Protection coverage is only available for Basic Coverage Amounts greater than \$50,000.

Eligibility

What Businesses Are Eligible For Coverage?

To qualify under the Scotia Business Loan Protection, a business entity must:

- › be resident and operate in Canada, and
- › be indebted to Scotiabank under a fixed or variable rate term loan or demand loan, or a revolving credit facility, and
- › be a sole proprietorship, partnership, corporation, holding company or other entity operating a business
- › if not a farm, fishery or ranch, be a business that is, or if it were incorporated, would be, a small business corporation within the meaning of subsection 248(1) of the *Income Tax Act*.

Eligible business entities do not include:

- › Non-profit organizations (such as churches, governments, service clubs, and charities);
- › Students under the Canada Student Loan program.

What Loans Are Eligible For Coverage?

The following loan types, denominated in Canadian Dollars, qualify for coverage:

All commercial, small business or farm loans, lines of credit, mortgage loans, credit cards, personal demand loans for business purposes, or other related business loan credit agreements with Scotiabank.

Eligible loans **do not** include:

- › Letters of credit;
- › Letters of guarantee;
- › Personal credit cards or lines of credit;
- › Personal loans (unless used for business or investment purposes) or mortgages;
- › Banker’s acceptances;
- › Tender loans; or
- › Any loans denominated in non-Canadian funds.

Who Is Eligible For Coverage?

A person is eligible for coverage under Scotia Business Loan Protection if that person is related to an eligible business entity as:

- › a sole proprietor or partner of an eligible business entity;

- › an individual who has guaranteed the repayment of an eligible loan;
- › a shareholder who owns at least 10% of the voting rights of a corporation that is an eligible business entity; or
- › a key employee whose contributions are essential to an eligible business entity and without whom the eligible business entity would have difficulty operating.

Up to 10 persons may be insured with respect to any one eligible business entity.

At the date of application, the person must be:

- › at least eighteen (18) years old and less than sixty-five (65) years old; and
- › a resident of Canada.

In addition, to be eligible for Comprehensive Protection the person must also be:

- › actively working at least 20 hours per week. If the person is a key employee, he or she must be actively working at least 20 hours per week for the business entity named on the application. If the person is a seasonal worker, he or she must be capable of performing their regular duties for at least 20 hours per week; and
- › not receiving Disability benefits from any source.

Coverage amount

The Insurance Coverage Amount is the sum of the Comprehensive Coverage Amount and the Basic Coverage Amount.

The Comprehensive Coverage Amount is the sum of the following, for which Comprehensive Protection has been selected and approved:

- › the Outstanding Account Balance of all insured fixed and/or variable rate term loans and/or demand loans at the time of insurance coverage application; and
- › the credit limit of all insured revolving credit facilities.

The Basic Coverage Amount is the sum of the following, for which Basic Protection has been selected and approved:

- › the Outstanding Account Balance of all insured fixed and/or variable rate term loans and/or demand loans at the time of insurance coverage application; and
- › the credit limit of all insured revolving credit facilities.

The total Insurance Coverage Amount across all insured businesses is subject to approval by the Insurer, and in any event will not exceed \$2,000,000 for Life insurance benefits per Insured Person.

If the Outstanding Account Balance of insured fixed and/or variable rate term loans and/or demand loans decreases by more than 10% from the amount used to determine the approved Insurance Coverage Amount, You can request to reduce the Insurance Coverage Amount accordingly.

The Insurance Coverage Amount will be indicated on the Schedule of Coverage.

Effective date of coverage

Insurance coverage begins on latest of the following dates:

- › the date Scotiabank receives the signed and dated Scotia Business Loan Protection application;
- › the date specified in the Insurer's approval letter, when approval is required; or
- › the date any portion of the Insured Loan is advanced or the funds are made available.

The Effective Date of Coverage will be indicated on the Schedule of Coverage. You will receive a confirmation of coverage and the Certificate of Insurance in the mail within 30 days after the Scotia Business Loan Protection application has been received and approved. All periods of coverage begin and end at 12:01 a.m. in the time zone that corresponds to Your business' last address on file.

A debit of insurance premium from the designated account, or the collection of insurance premium in error, does not make insurance effective if the business entity or the Insured Persons are otherwise not insurable or eligible for coverage. This includes, for example, a case where an Insured Person's date of birth is incorrectly recorded, as this may change the Insured Person's eligibility due to their age. their age.

Reduction of coverage

Please note: An Insured Person with Comprehensive Protection coverage will automatically switch to Basic Protection on the earliest of the following dates:

- › **the 65th birthday of the Insured Person;**
- › **the date 48 months of Disability benefits have been paid with respect to a Disability of the Insured Person; or**
- › **the date a Terminal Illness claim is approved with respect to a Terminal Illness of the Insured Person.**

Termination of coverage

Insurance coverage for an Insured Person under the Scotia Business Loan Protection automatically terminates on the earliest of the following dates:

- ▶ the date of death of the Insured Person;
- ▶ the 70th birthday of the Insured Person;
- ▶ the date of cancellation of coverage (see “How to Cancel Coverage”);
- ▶ the date when the Scotia Business Loan Protection premium payment is 120 days in arrears;
- ▶ the date when the Insured Person is no longer eligible for coverage (see “Who is Eligible for Coverage” above);
- ▶ the date the business entity is no longer eligible for coverage (see “What Businesses are Eligible for Coverage” above);
- ▶ the date the business entity is declared bankrupt; or
- ▶ the date the Group Policy terminates.

An Insured Person with Comprehensive Protection coverage and an Insurance Coverage Amount greater than \$50,000 will be automatically switched to Basic Protection on the earliest of the following dates:

- ▶ the 65th birthday of the Insured Person;
- ▶ the date 48 months of Disability benefits have been paid with respect to a Disability of the Insured Person; or
- ▶ the date a Terminal Illness claim is approved with respect to a Terminal Illness of the Insured Person.

Premiums

Monthly insurance premiums are calculated based on the Insurance Coverage Amount and, for Insurance Coverage Amounts greater than \$50,000, the age of each Insured Person at the end of each billing period. Premiums are charged automatically to the account indicated on the application.

Provincial sales tax will be added to the monthly premium where applicable.

For Comprehensive Coverage Amounts less than or equal to \$50,000:

The monthly premium for each Insured Person is \$1.00 for every \$1,000 of Comprehensive Coverage Amount, subject to a minimum monthly premium of \$10.00.

Example:

Suppose the Comprehensive Coverage Amount is \$25,000. The insurance premium is \$25 ($1.00 \times 25,000 \div 1,000$) plus any applicable sales taxes.

For Comprehensive Coverage Amounts greater than \$50,000 but less than or equal to \$750,000:

The table below sets out the monthly Comprehensive Protection premium rate for every \$1,000 of Comprehensive Coverage Amount.

Age	Comprehensive Protection Rate
18 – 35	0.50
36 – 40	0.59
41 – 45	0.79
46 – 50	1.02
51 – 55	1.25
56 – 60	1.59
61 – 65	2.16

Example:

Suppose the Insured Person is 43 years old and his/her Comprehensive Coverage Amount is \$100,000. The insurance premium would be \$79 ($0.79 \times 100,000 \div 1,000$) plus any applicable sales taxes.

For Comprehensive Coverage Amounts greater than \$750,000:

The monthly Comprehensive Protection premium is calculated as follows: Premium = (a) + ((b) x Comprehensive Coverage Amount In Excess of \$750,000) ÷ 1,000, where (a) and (b) are set out in the following table.

Age	(a)	(b)
18 – 35	375.00	0.20
36 – 40	442.50	0.29
41 – 45	592.50	0.39
46 – 50	765.00	0.52
51 – 55	937.50	0.65
56 – 60	1,192.50	0.88
61 – 65	1,620.00	1.26

Example:

Suppose the Insured Person is 39 years old and his/her Comprehensive Coverage Amount is \$800,000. The insurance premium would be \$457 ($442.50 + (0.29 \times (800,000 - 750,000) \div 1,000)$) plus any applicable sales taxes.

For Basic Coverage Amounts greater than \$50,000:

The table below sets out the monthly Basic Protection premium for every \$1,000 of Basic Coverage Amount.

Age	Basic Protection Rate
18 – 35	0.20
36 – 40	0.29
41 – 45	0.39
46 – 50	0.52
51 – 55	0.65
56 – 60	0.88
61 – 65	1.26
66 – 69	1.65

Example:

Suppose the Insured Person is 43 years old and his/her Basic Coverage Amount is \$100,000. The insurance premium would be \$39 ($0.39 \times 100,000 \div 1,000$) plus any applicable sales taxes.

Applying for coverage

Insurance coverage is automatically approved if the Insurance Coverage Amount is \$50,000 or less.

For amounts greater than \$50,000 but not greater than \$500,000: Each proposed Insured Person must answer the health question(s) on the Scotia Business Loan Protection application. If the proposed Insured answers "NO" to the health question(s), coverage is approved and no further action is required; otherwise, the application will be reviewed by the Insurer.

For amounts greater than \$500,000: the application will be reviewed by the Insurer.

If further review of the application is required, the Insurer will contact the proposed Insured Person to ask additional health related questions or to arrange for a free paramedical examination where the proposed Insured Person may be asked to provide a blood and urine sample.

All medical information collected as part of the application review will be kept confidential, and will not be shared with Scotiabank.

If the application is for a Comprehensive Coverage amount greater than \$50,000, and the application is declined for health reasons, \$50,000 of Comprehensive Coverage for that proposed Insured Person will be automatically granted.

Insurance During Review of Application

If the Scotia Business Loan Protection application has been submitted to the Insurer for approval and the Insured Loans have been advanced or the funds made available, all proposed Insured Persons will be temporarily insured for death as a result of accidental injury resulting directly from an external, sudden, violent and unintentional cause independent of any illness.

The benefit payable under this provision is limited to the amount the Insurer would have paid had the Scotia Business Loan Protection application been accepted.

No benefit is payable under this provision if death is caused directly or indirectly by or associated with suicide or self-inflicted injury.

Insurance under this provision will end on the earliest of the following dates:

- ▶ the 45th day after Scotiabank received the Scotia Business Loan Protection application; or
- ▶ the date the Insurer makes a final decision on the Scotia Business Loan Protection application.

Life insurance

What Is the Life Insurance Benefit?

Provided that the Insured Person has applied and been approved for Comprehensive Protection or Basic Protection and the terms and conditions of the Certificate of Insurance are met, if an Insured Person dies, the Insurer will pay Scotiabank the Outstanding Account Balance on the Insured Loans on the date of death of the Insured Person, up to the Insurance Coverage Amount.

If the Outstanding Account Balance on the Insured Loans on the date of death of the Insured Person is less than the Insurance Coverage Amount, for the Insurance Loans that are revolving credit facilities, the excess, up to the difference between the total credit limit of insured revolving credit facilities and the Outstanding Account Balance of these insured revolving credit facilities, will be deposited to the designated account where premiums are drawn from.

The maximum life insurance benefit under the Group Policy for any one Insured Person is \$2,000,000. If two or more Insured Persons insured under the same business entity die as a result of a common accident, the maximum life insurance benefit will, in aggregate, not exceed \$2,000,000.

The life insurance benefit payable with respect to each Insured Loan will be reduced by the amount of Terminal Illness benefit paid on that Insured Loan with respect to that Insured Person, if any.

When the Life Insurance Benefit Will Not Be Paid

The life insurance benefit is **not** payable if the Insured Person's death resulted directly or indirectly from or is associated with:

- › intentionally self-inflicted injury, suicide or attempted suicide (whether You are aware or not aware of the result of Your actions, regardless of Your state of mind), within the first 24 months following the Effective Date;
- › war whether declared or undeclared unless the Insured Person is on active military duty as a member of the Canadian Forces or Canadian Forces Reserve;
- › any nuclear, chemical, or biological contamination due to any act of terrorism;
- › your commission or attempted commission of a criminal offence;
- › your use of **any** drug, poisonous substance, intoxicant or narcotic, unless taken according to the instructions of your Physician; or
- › your operation of **any** motorized vehicle or watercraft while your ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the death/disability occurred.

The life insurance benefit is **not** payable if:

- › the Insured Person's application for Comprehensive Protection or Basic Protection coverage was automatically approved; and
- › the Insured Person dies within 24 months of the Effective Date; and
- › the cause of death of that Insured Person results from or is related to pre-existing condition.

The Insurer considers the Insured Person to have a pre-existing condition if the Insured Person:

- › Consulted;
- › Had medical investigations; or
- › Received advice, care and/or service; or
- › Received treatment, including taking any kind of medication or injection,

from a Doctor or other health practitioner for any of the following health conditions, or for any symptoms of these health conditions whether Diagnosed or not:

- › Cancer,
- › Leukemia,
- › AIDS (Acquired Immune Deficiency Syndrome),
- › ARC (AIDS related complex),
- › Lung disease,
- › Liver disease, or
- › Heart disease

at any time during the 12 months before the Effective Date

Disability

What is the Disability Benefit?

Provided that the Insured Person has applied and been approved for Comprehensive Protection and the terms and conditions of the Certificate of Insurance are met, if an Insured Person becomes Disabled and the Disability claim is approved by the Insurer, the Insurer will pay Scotiabank a monthly benefit equal to:

- › 1% of the Comprehensive Coverage Amount, up to \$7,500; plus
- › the monthly premium with respect to the Disabled Insured Person and all other Insured Persons related to the same business entity as the Disabled Insured Person.

What is a Disability?

A Disability is an injury, disease, or sickness that prevents an Insured Person from performing the regular duties of:

- › the Insured Person's own occupation in which he or she participated just before he or she became Disabled;

- › the Insured Person's principal occupation, if he or she is a seasonal employee and he or she becomes Disabled between seasons; or
- › the Insured Person's occupation prior to retirement.

To qualify for Disability benefits and to continue to receive these benefits, the Insured Person must:

- › be under the continuous care of and following the treatment prescribed by a Doctor;
- › not be engaged in any activity for wages or expectation of profit; and
- › provide proof of the Insured Person's Disability claim satisfactory to the Insurer, and continue to provide proof of the Insured Person's Disability claim whenever the Insurer may request it, at Your business' expense.

The Insurer may request, at its own expense, a medical examination by a physician appointed by them or an examination at a rehabilitation facility.

When Do Disability Benefits Begin?

Once the Insurer has approved the Disability claim, the Insurer will start paying Disability benefits after the qualifying period of 60 days. No Disability benefits are payable during the qualifying period.

The first claim payment will be pro-rated based on the number of days from the end of the qualifying period to the payment date. You are responsible for making the regular Scotiabank business loan account payments during the qualifying period and until the Insurer approves the Disability claim.

Your Disability benefit payments will be deposited to the same banking account from which premiums are drawn. If Your Disability benefits do not coincide with the date that loan payments are required You are responsible for making the regular business loan account payments on the payment due dates for each Insured Loan.

The amount of the Disability benefit may be less than the regular payment required under the Insured Loan(s). You are responsible for paying the difference on the business loan account payment due dates for each Insured Loan.

When Do Disability Benefits End?

Disability benefit payments will continue until the earliest of the following events:

- › the Insured Person's Disability ends or the Disabled Insured Person returns to work;
- › the Disabled Insured Person participates in any business or occupation for wages or profit;

- › 24 months of Disability benefit payments have been paid for that particular Disability of the Insured Person;
- › the overall maximum of 48 months of Disability benefit payments have been paid during the lifetime of the Disabled Insured Person;
- › the Insured Loans are paid in full;
- › the 65th birthday of the Disabled Insured Person; or
- › the Disabled Insured Person is no longer under the active and continuous care of a Doctor, or is not following the treatment prescribed by his or her Doctor; or
- › the Disabled Insured Person refuses to submit to a medical examination by an appointed physician or health-care practitioner at the Insurer's request; or
- › You fail to provide proof of continuing Disability to the Insurer; or
- › a claim for Terminal Illness with respect to the Disabled Insured Person is approved by the Insurer; or
- › termination of insurance coverage under the Scotia Business Loan Protection with respect to the Insured Person for reasons other than the termination of the Group Policy (see "Termination of Coverage").

Recurring Disabilities

If the same Disability recurs within 21 consecutive days of recovery or return to work of the Disabled Insured Person and lasts a minimum of 7 consecutive days, the Disability will be treated as a continuation of the same claim but no benefits will be payable for the period the Insured Person worked or was otherwise not Disabled.

Disability benefit payments will begin again after You have provided proof to the Insurer of the recurrence of the Insured Person's Disability.

Concurrent Disabilities

Only one Disability claim will be paid at a time, for any one business entity regardless of the number of Insured Persons related to that business entity who may be Disabled concurrently.

When the Disability Benefit Will Not Be Paid

The Disability benefit is not payable if the Insured Person's Disability resulted directly or indirectly from or is associated with:

- › normal pregnancy;
- › elective cosmetic surgery or experimental surgery or treatment;

- › intentionally self-inflicted injury, suicide or attempted suicide (whether You are aware or not aware of the result of Your actions, regardless of Your state of mind), within the first 24 months following the Effective Date;
- › war whether declared or undeclared unless the Insured Person is on active military duty as a member of the Canadian Forces or Canadian Forces Reserve;
- › any nuclear, chemical, or biological contamination due to any act of terrorism;
- › your commission or attempted commission of a criminal offence;
- › the intentional taking of drugs, except where prescribed by a Doctor and taken as directed; or
- › your operation of **any** motorized vehicle or watercraft while your ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the death/disability occurred.

If the Insured Person's application for Comprehensive Protection was automatically approved, the Disability benefit is **not** payable if an Insured Person becomes Disabled within 12 months of the Effective Date and Disability of that Insured Person results from or relates to a pre-existing condition.

The Insurer considers the Insured Person to have a pre-existing condition if the Insured Person:

- › Consulted;
- › Had medical investigations;
- › Received advice, care and/or service (including without limitation, diagnostic services or measures); or
- › Received treatment, including taking any kind of medication or injection,

from a Doctor or other health practitioner, relating to a health condition, or for any symptoms of a health condition, whether Diagnosed or not, at any time during the 12 months before the Effective Date.

Hospitalization

What is the Hospitalization Benefit?

Provided that the Insured Person has applied and been approved for Comprehensive Protection and the terms and conditions of the Certificate of Insurance are met, if an Insured Person becomes Hospitalized as a result of accidental bodily injury or sickness, and remains Hospitalized for

more than three (3) consecutive days, the Insurer will pay Scotiabank a lump sum payment of:

- › 2% of the Comprehensive Coverage Amount, up to the lesser of \$15,000 or the Outstanding Account Balance on the date of Hospitalization.

When the Hospitalization Benefit Will Not Be Paid

The Hospitalization benefit is **not** payable if the Insured Person's Hospitalization resulted directly or indirectly from or is associated with:

- › a Terminal Illness for which a Terminal Illness benefit was paid under this policy;
- › normal pregnancy;
- › elective cosmetic surgery or experimental surgery or treatment;
- › intentionally self-inflicted injury, suicide or attempted suicide (whether You are aware or not aware of the result of Your actions, regardless of Your state of mind), within the first 24 months following the Effective Date of Your coverage;
- › war whether declared or undeclared unless the Insured Person is on active military duty as a member of the Canadian Forces or Canadian Forces Reserve;
- › any nuclear, chemical, or biological contamination due to any act of terrorism;
- › your commission or attempted commission of a criminal offence;
- › your use of **any** drug, poisonous substance, intoxicant or narcotic, unless taken according to the instructions of your Physician; or
- › your operation of **any** motorized vehicle or watercraft while your ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the death/disability occurred.

The Hospitalization benefit is **not** payable if:

- › a Hospitalization benefit with respect to the Hospitalized Insured Person or to another Insured Person related to the same business entity has been paid in the 60 days prior to the date of Hospitalization; or
- › Disability benefits with respect to the Hospitalized Insured Person or to another Insured Person related to the same business entity are being paid at the time of Hospitalization.

If the Insured Person's application for Comprehensive Protection was automatically approved, the Hospitalization benefit is **not** payable if an Insured Person becomes Hospitalized within 12 months of the

Effective Date and the Insured Person's Hospitalization results from a pre-existing condition.

The Insurer considers the Insured Person to have a pre-existing condition if the Insured Person:

- › Consulted,
- › Had medical investigations,
- › Received advice, care and/or service, or
- › Received treatment, including taking any kind of medication or injection,

from a Doctor or other health practitioner, relating to a health condition, or for any symptoms of a health condition, whether Diagnosed or not, at any time during the 12 months before the Effective Date.

Terminal illness

What is the Terminal Illness Benefit?

Provided that the Insured Person has applied and been approved for Comprehensive Protection and the terms and conditions of the Certificate of Insurance are met, if an Insured Person is Diagnosed with a Terminal Illness, the Insurer will pay Scotiabank the Outstanding Account Balance on the date of Diagnosis, up to the Comprehensive Coverage Amount.

What is a Terminal Illness?

A Terminal Illness is an illness that has been determined by a Doctor in writing to likely result in the Insured Person's death within one year of Diagnosis.

When the Terminal Illness Benefit Will Not Be Paid

The Terminal Illness benefit is **not** payable if the Insured Person's Terminal Illness resulted directly or indirectly from or is associated with:

- › intentionally self-inflicted injury, suicide or attempted suicide (whether You are aware or not aware of the result of Your actions, regardless of Your state of mind), within the first 24 months following the Effective Date of Your coverage;
- › war whether declared or undeclared unless the Insured Person is on active military duty as a member of the Canadian Forces or Canadian Forces Reserve;
- › any nuclear, chemical, or biological contamination due to any act of terrorism;

- › your commission or attempted commission of a criminal offence;
- › your use of **any** drug, poisonous substance, intoxicant or narcotic, unless taken according to the instructions of your Physician; or
- › your operation of **any** motorized vehicle or watercraft while your ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the death/disability occurred.

The Terminal Illness benefit is **not** payable if death results within 30 days after Diagnosis.

The Terminal Illness benefit is **not** payable if the evaluation of the health condition or of symptoms of a health condition, or any medical consultation or tests, leading to the Diagnosis of a Terminal Illness was initiated prior to the date the Insured Person's Scotia Business Loan Protection application was completed and signed.

How to make a claim

Notice of Claim and Claim Forms

In the event of a claim, You can request a claim form by calling 1-855-753- 4272.

Any written notice must include the Group Policy number Canada Life G/H 10650.

You will receive the claim forms and an attending physician statement with instructions for filing the claim.

You must complete the claim form and mail it to the Insurer with any supporting documents specified on the claim form.

You are responsible for any costs of having the claim form completed.

Proof of Claim

To make a claim for life insurance, You must complete the claim form and submit it to the Insurer within the year following the date of death of the Insured Person. After this one year period, a life insurance claim will only be considered if You can provide a written reasonable cause for delay.

To make a claim for Hospitalization or Terminal Illness, You must notify the Insurer of the claim within 90 days of the date an Insured Person is Hospitalized or Diagnosed with a Terminal Illness. If the Insurer is not notified within that time, the Insurer will only consider a Hospitalization or Terminal Illness claim if You can provide a written reasonable cause for delay. Once the notice of Terminal Illness claim is received, You will be sent a claim form. The Doctor who made the Diagnosis must complete this

claim form. For Hospitalization claims, You shall submit proof from the hospital stipulating that the Insured Person was Hospitalized during the period covered under the claim.

To make a Disability claim, You must complete the claim form within 150 days of the date of Disability of the Insured Person and mail it to the Insurer. The medical information must be completed by the Doctor who is actively caring for the Insured Person. If the Insurer does not receive notice of a Disability claim within the specified time, they will only process the Disability claim if You can provide a written reasonable cause for delay.

Rights of Examination

The Insurer may ask an Insured Person to have a medical examination by a Doctor of the Insurer's choice. The Insurer will pay for this examination, but will not pay any benefits if the Insured Person refuses to have the examination. In the event of a death claim, the Insurer has the right, where allowed by law, to ask for an autopsy.

Payments Until Decision Is Made

You are responsible for continuing to make the regular business loan payments until a decision is made by the Insurer on any claim submitted under this Certificate of Insurance.

How to cancel coverage

You may cancel the insurance coverage at any time by calling:

1-855-753-4272

8:00 a.m to 8:00 p.m (ET)

Monday to Friday

or by sending a written notice by mail to:

Insurance Canada Processing Centre

P.O. Box 1045

Stratford, Ontario N5A 6W4

Insurance coverage will end on the later of the following dates:

- › The date stated in Your cancellation request; or
- › The date Scotiabank receives and processes this request.

If Scotiabank receives the notice of cancellation within 30 days of the later of the date the application form is signed, or the date of approval of insurance coverage, this insurance will be considered never to have been in force and all premiums paid will be refunded.

Other important information

Premium Rate Changes

The Scotia Business Loan Protection premium rates are subject to change from time to time. Written notice will be sent by regular mail to the business entity's address as it appears on file, at least 60 days before the premium rate is changed. Except where the Group Policy is amended to change the benefits or Eligibility criteria, or a change in legislation or regulation directly affects the insurance coverage provided under the Group Policy, the Premium rate will not be changed more than once in any twelve (12) month period.

Insurance Coverage Amount Changes

If the credit limit of an Insured Loan increases, an application to change the Insurance Coverage Amount is required; it does not increase automatically.

Prior Coverage Recognition

If an application for an increase in the Insurance Coverage Amount is declined by the Insurer, all terms and conditions of the Insured Person's original insurance coverage will remain in full force and effect.

Misstatement of Age

If the Insured Person's age has been misstated and the Insured Person's correct age would have rendered the Insured Person ineligible for coverage under the Scotia Business Loan Protection, the Insurer's liability is limited to a refund of premiums paid and the insurance will be void **as if it never existed**.

If the Insured Person's age has been misstated and the Insured Person would have been eligible for insurance based on the Insured Person's correct age, the Insured Person's correct age will be used to determine whether to pay any benefit.

Misrepresentation

Any concealment, misrepresentation, or false declaration on either the Scotia Business Loan Protection Application or in any medical evidence submitted in connection with the application or on Your claim form will make the coverage null and void.

Contract Details

The contract of insurance includes the Group Policy, any amendments to the Group Policy and any form of application used for enrolment, such as a branch application.

Scotiabank and the Insurer may agree from time to time to amend the Group Policy. No amendment is valid unless the authorized representatives of Scotiabank and the Insurer approve it. You will be given 60 days prior written notice of an amendment. You will be deemed to have received such notice on the fifth business day after it is mailed to the business entity's address as it appears on file.

If Scotiabank or the Insurer make any administrative errors in maintaining any records concerning the Group Policy, such errors will not alter or invalidate Your coverage or continue coverage that would otherwise not be insurable or eligible for coverage or terminated for valid reasons.

Examples of an “administrative error” include, but are not limited to:

- › **collecting an insurance premium in error, or**
- › **having an incomplete or incorrect address on file.**

All rights and obligations under the Group Policy will be governed by the laws of Canada and the provincial jurisdiction in which the business entity resides.

You have the right to examine and obtain a copy of the Group Policy and certain other written statements or records You have submitted to the Insurer(s) (if any), subject to certain access limitations.

Scotiabank receives an administration fee from the Insurer to distribute Scotia Business Loan Protection.

Beneficiary Restriction

Please note the following, which may apply to You. (see section “What is the Life Insurance Benefit?”)

This policy contains a provision removing or restricting the right of the group life insured to designate persons to whom or for whose benefit insurance money is to be payable.

Currency

All payments to be made under the Group Policy shall be payable in the lawful currency of Canada.

Prohibition against Assignment

You cannot assign or give the business entity's rights and interests with respect to the insurance coverage to anyone else.

Privacy and Confidentiality – The Canada Life Assurance Company

At Canada Life (“we” or “us” in this section), we're committed to protecting your personal information and respecting your privacy. Your personal information is stored in secure and confidential records. When applicable, this will include information about your spouse, common-law partner, dependents and beneficiaries.

The personal information we collect and maintain is used to administer your products or services, and help us analyze and optimize customer service and business processes.

Personal information may be disclosed to paramedical examiners, medical labs, medical information bureau, technology suppliers, other financial institutions, other insurers, reinsurers, and government departments and agencies, where required for the administration of your products or services. For more information, refer to our Privacy guidelines. Personal information may be collected or communicated outside of Canada or outside your province of residence as part of day-to-day business.

It's important that personal information is accurate and up to date. You can access and correct personal information, subject to certain restrictions. For a copy of our Privacy guidelines or questions about our personal information policies and practices, including the use of service providers and your privacy rights, contact our Privacy Officer at privacy@canadalife.com or visit canadalife.com/privacy.

Privacy – Scotiabank

The Scotiabank Privacy Agreement forms part of this Certificate. For a full explanation about how, when and why Scotiabank (or “we” or “us” in this section) may collect, use and share your information, as well as your rights relating to that information, please visit www.Scotiabank.com/privacy or any Scotiabank branch for a paper copy.

- › **Information we collect about you:** Information that we hold about you may come from you directly; however, we may also collect information about you from other sources, including information from credit reporting agencies, people appointed to act on your behalf, our social media pages, or other banks or finance-related organizations. We and our insurance providers require personal information to assess insurance risk and to establish and administer insurance coverage, including the assessment of claims.

- › **How we use your information:** We may collect, use and exchange personal information for the following purposes: to set up, manage and offer products or services that meet your needs; to confirm your identity; to determine your eligibility or suitability for our products or services; to understand your needs; to meet our legal and regulatory requirements; to manage and assess our risks; to prevent or detect criminal activity; and to identify and correct any errors. We may also use your information to send you messages to inform you about product or service features or to tell you about products and services (including those of other companies) that may be of interest to you.
- › **With whom we share your information:** We will keep your information confidential, but we may share it with third parties (who also have to keep it secure and confidential) in certain circumstances, including: Our service providers and their agents, fraud prevention agencies, and other banks or finance-related organizations. The Bank of Nova Scotia and the insurer will use and exchange relevant information about you for the purpose of underwriting, administering and adjudicating claims under the Group Policy issued by the insurer. The insurer's handling of your personal information is detailed in their Privacy Policy, which will be made available to you.
- › **Keeping your information:** We will keep your information for as long as you are our customer. Once our relationship has ended, we will only keep your information for so long as is appropriate for the type of information, and the purpose for which we're retaining it. The period we keep your information for is generally linked to the amount of time available for you to bring a legal claim. We may keep the information longer than this if there is an existing claim or complaint that will require us to keep your information, or for regulatory or technical reasons. If we do keep it for a longer period, we will continue to protect your information.
- › **Your rights and how to refuse or withdraw your consent:** You have certain rights over the personal information we hold about you, including the right to ask for a copy of the information, to correct or rectify personal information that we hold about you, or not to use your information for a particular purpose (i.e., withdraw consent). Note that your ability to exercise these rights will depend on a number of factors, and in some situations, and we may not be able to agree to your request. You can refuse to consent to our collection, use or disclosure of your personal information, or you may withdraw your consent to our further collection, use or disclosure of your personal information at any time by giving us reasonable notice, subject to limited exceptions. To understand how to go about withdrawing your consent, or to find out more about any of the items described in this section, please visit www.Scotiabank.com/privacy or any Scotiabank branch for a copy of our Privacy Agreement.

Language

Quebec Residents Only / Résidents du Québec seulement: You expressly request and agree to be bound exclusively by the English version of this agreement and that all related documents, including any notices, be drafted in English only. Vous demandez expressément et acceptez d'être lié exclusivement par la version anglaise de cette demande et que tous les documents qui s'y rattachent, y compris tous avis, soient rédigés en anglais seulement.

Limitation of Actions

No action at law or in equity shall be brought to recover on this Certificate prior to the expiration of 60 days after written proof of claim has been furnished in accordance with the requirements of the Group Policy. No such action shall be brought after the expiration of 1 year (or the minimum period of time provided under the laws of the Province or Territory where You reside should such period of time be more than 1 year) after the time written proof of claim is required to be furnished by the Group Policy.

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 (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), or in other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

Scotiabank Complaint Procedures

If you have an inquiry about any aspect of this insurance coverage on Your Scotiabank Business Loan(s) account(s), please call 1-855-753-4272 between 8:00 a.m and 8:00p.m (ET), Monday to Friday.

If You have a complaint or wish to access Scotiabank's complaint handling process, visit www.scotiabank.com/resolvingyourcomplaint or obtain the "Resolving Your Complaints" brochure from Your local Branch.

You may also contact the Insurer directly:

Canada Life Complaints Procedures

For complaints regarding underwriting decisions or insurance claims please call Canada Life at 1-800-380-4572.

If Your complaint or inquiry pertains to any consumer provision found in federal law please contact the Financial Consumer Agency of Canada at 1-866-461-3222 or in writing at:

Financial Consumer Agency of Canada
427 Laurier Avenue West, 6th Floor
Ottawa, Ontario K1R 1B9

Definitions

The following words, when used in this Certificate of Insurance or the Schedule of Coverage, have the following meanings:

Diagnosis or Diagnose: means written diagnosis of Terminal Illness confirmed by a Doctor. The date of Diagnosis will be the date the Diagnosis is made by the Doctor of an Insured Person's Terminal Illness, as supported by the medical records of the Insured Person.

Disability or Disabled: means the Insured Person has a medical impairment due to injury, disease, or sickness that prevents the Insured Person from performing the regular duties of his/her own occupation in which he/she participated just before the Disability started.

Doctor: means a physician or a surgeon, legally licensed and practicing medicine in Canada. The Doctor must be someone other than the Insured Person or his/her business associate or a member of his/her immediate family. Immediate family includes any of the Insured Person's spouse, parent or stepparent, child or stepchild, brother or sister, stepbrother or stepsister, brother-in-law or sister-in-law, father-in-law or mother-in-law, and son-in-law or daughter-in-law.

Effective Date: means the date insurance coverage begins as specified in the Schedule of Coverage.

Group Policy: means Group Policy number G/H 10650 for coverage provided by The Canada Life Assurance Company issued to the Bank of Nova Scotia.

Hospitalization and Hospitalized: means confinement in a hospital as an admitted patient for medical treatment. A hospital is an institution which has been licensed to treat patients on an in-patient basis, and which is operated under the supervision of a staff of Doctors.

Insurance Coverage Amount: means the amount as specified in the Schedule of Coverage. See section "Insurance Coverage Amount" for further details.

Insured Person: means a person related to the business entity as named on the Schedule of Coverage eligible for insurance under the Scotia Business Loan Protection Program whose application for insurance has been accepted and who is named as an "Insured Person" on the Schedule of Coverage.

Insurer: means The Canada Life Assurance Company.

Outstanding Account Balance: means the unpaid balance of the Insured Loan(s) on the date of death of an Insured Person's Diagnosis of a Terminal Illness, Hospitalization, Disability, or death of an Insured Person, as applicable.

Schedule of Coverage: means the schedule included with this Certificate of Insurance which indicates the name of the Insured Person(s), the name of the business entity, the Insured Loan(s) and the Effective Date of Coverage.

Scotiabank: means The Bank of Nova Scotia.

Terminal Illness: means an illness that has been determined by a Doctor in writing to likely result in the Insured Person's death within one year of Diagnosis.

You or Your: means the authorized representative of the business entity named in the Schedule of Coverage.

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