

## MasterCard Terms, Conditions, Limitations and Liabilities

### Worldwide Acceptance

Welcomed at over 30 million locations in over 210 countries around the world, including over one million ATMs.

### Security

Safer than cash.

### Instant Cash

Cash advances from thousands of financial institutions where the MasterCard logo is displayed and from ATMs displaying the MasterCard/Cirrus logo.

### MasterCard Global Service

Available to all MasterCard cardholders who are traveling outside their home countries, MasterCard Global Service provides unprecedented emergency customer service – anytime, anywhere, and in any language. MasterCard Global Service gives cardholders access to the following services provided by their issuers, MasterCard and third-party service providers:

1. Lost/Stolen Card Report (LSR): Cardholders can file lost or stolen card reports and initiate the process to have their cards cancelled and replaced.
2. Emergency Card Replacement (ECR): Cardholders can have their lost or stolen cards replaced quickly – anywhere in the world – at a convenient location. ECRs are delivered in the United States by the next day and within two days almost everywhere else.
3. Emergency Cash Advance (ECA): Cardholders whose cards have been lost or stolen can request an emergency cash advance and make any necessary pickup/delivery arrangements. Through MasterCard's relationship with Western Union, they can access cash at 100,000 locations worldwide.
4. ATM Locations: Cardholders can call to find the location of a nearby ATM in the MasterCard ATM network and cardholders can obtain cash at more than one million ATMs worldwide.

### MasterTravel Insurance

Eliminates the fear of unexpected health related expenses that may be incurred while traveling providing insurance coverage against accidental death and dismemberment when traveling by land, air or sea on a licensed common carrier. Cardholders must purchase tickets in full using their MasterCard cards. Losses resulting from acts of terrorism are covered. Coverage is provided to the cardholder, spouse and unmarried, dependent children under age 23, including stepchildren and legally adopted children. The spouse and dependent children do not need to be traveling with the cardholder to be considered Insured Persons.

Maximum Coverage Amounts are:

Scotiabank MasterCard:	USD\$75,000
Scotiabank Gold MasterCard:	USD\$250,000

The policy does not cover the following:

1. Suicide, attempted suicide or intentionally self-inflicted Injury while sane or insane;
2. Loss caused directly or indirectly, wholly or partly by:
  - a. Infections (except pyogenic infections which shall occur through a accidental cut or wound) or any other kind of Disease;
  - b. Medical or surgical treatment except as may be necessary solely as a result of Injury;
3. Any bodily Injury which shall result in hernia

4. Participation in any professional, semi-professional or interscholastic team sports or any bodily contact sports; or
5. Being under the influence of drugs, alcohols or other intoxicants unless prescribed by a Physician and taken as prescribed; or
6. Participation in an actual or attempted felony, riot, crime, misdemeanor, or civil commotion; or
7. Participation in contests of speed using a motorized vehicle or bicycle; or
8. Participation in skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing, pot-holing or while riding on a motorcycle; or
9. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power; or
10. Intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act; or
11. Service in the military, naval or air service of any country; or
12. Operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft; or
13. The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
14. The dispersal or application of pathogenic or poisonous biological or chemical materials; or
15. The release of pathogenic or poisonous biological or chemical materials.

Dismemberment refers to the loss of both hands or both feet; either hand or foot; either hand or foot and sight of one eye; hearing in both ears; one hand and one foot; sight of both eyes; sight of one eye; speech and hearing in both ears; speech; thumb and index finger of same hand.

#### **MasterRental Insurance Coverage**

Protects cardholders from any losses or damage to rented vehicles. All eligible International-use cardholders-and those designated in the auto rental contract as authorized drivers-are covered when the cardholder charges the full amount of the car rental to one of the eligible cards and declines the collision/loss damage waiver insurance offered by the car rental company. Coverage amounts differ by card. The Gold MasterCard Insurance Coverage is only applicable to Canada and the U.S, including Puerto Rico and is valid for rentals of up to 15 days.

The cardholder is covered for:

1. Physical damage to a rental car as a result of a collision that occurs while he/she is driving or while the rental car is left unattended.;
2. Reasonable and customary rental charges that may be imposed by the car rental company while the car is being repaired;
3. Any loss or damage to a rental car resulting from causes other than collision (e.g., fire, storm, vandalism, and theft). If a car is determined to be a total loss, payment will be made only for the actual cash value of the car NOT exceeding the coverage limits.

Maximum Coverage Amounts are:

Scotiabank Gold MasterCard: USD\$50,000

Coverage is not provided for:

1. Lost items and items that mysteriously disappear (i.e., the only proof of loss is unexplained or there is no physical evidence to show what happened to the items) without any evidence of a wrongful act.
2. Items stolen from, in, or upon automobiles, other vehicles or common carriers.

3. Such things as personal injury, personal liability or personal property. It also does not cover the cardholder for damage to someone else's car or property, his or her property or personal property inside the car. Moreover, it does not offer coverage for any injury to any party. (i.e., Coverage is not all-inclusive)
4. Any loss that occurs while you—or an authorized driver—is in violation of the rental agreement.
5. Any loss that occurs due to: driving (or being charged with driving) under the influence of drugs or alcohol, or; reckless driving (or being charged with reckless driving), unless found not guilty of the charge.
6. Losses involving unauthorized drivers.
7. Losses involving the theft of the rental vehicle when the renter or authorized driver cannot produce the keys to the rental vehicle as a result of negligence.
8. Mechanical failures caused by wear and tear, gradual deterioration or mechanical breakdown.
9. Subsequent damages resulting from a failure to mitigate damages once a covered loss has occurred.
10. Blowouts or tire/rim damage that occur independently of vehicle damage/theft or vandalism to the rental vehicle and/or tire, or that have been proven to be the proximate cause of further damage to the rental vehicle.
11. Cardholders purchasing Collision/Loss Damage Waiver coverage through their car rental agencies. (In other words, MasterRental must be the cardholder's ONLY Collision/Loss Damage Waiver policy.)
12. Any damage that is of an intentional—or not accidental—nature, caused by the renter or authorized driver(s) of the rental vehicle.
13. Depreciation, diminishment of value, administrative, or other fees charged by the rental car company.
14. Cardholders renting a vehicle on a single contract longer than the time specified in the section "How to get coverage" from the same Rental Company. Contract extensions that run beyond the time specified in "How to get Coverage" are not allowed.
15. Losses resulting from any kind of illegal activity.
16. Damage sustained on any surface, other than a bound surface such as concrete or tarmac.
17. War or hostilities of any kind (for example, invasion, rebellion, insurrection, riot or civil commotion); confiscation or damage by any government, public authority or customs official; risks of contraband; illegal activity or acts.
18. Any loss involving a rental vehicle being used for hire or as a public or livery conveyance.
19. Value added tax, or similar tax, unless reimbursement of such tax is required by law.

Vehicles covered:

Most vehicles are covered; this includes all minivans and sport utility vehicles that are designed to accommodate nine passengers or fewer, when used on bound surfaces such as concrete or tarmac.

Vehicles not covered:

All trucks, pickups, full-size vans mounted on truck chassis, campers, off-road vehicles, and other recreational vehicles, trailers, motorbikes, motorcycles and any other vehicle having fewer than four wheels, antique cars (cars that are over 20 years old or have not been manufactured for at least 10 years), and limousines are not covered.

### **MasterAssist**

MasterAssist provides valuable services to cardholders and their dependents while traveling at least 160 kilometers (100 miles) from the cardholder's city of residence. Although MasterAssist provides valuable emergency assistance services, it is not insurance coverage. *Expenses incurred are the sole responsibility of the cardholder.* MasterAssist provides emergency assistance services for cardholder, seven days a week (including holidays). This service is provided to the cardholder, spouse and any unmarried dependent children under the age of 25 traveling with the cardholder. Available services are: Emergency Medical References, Legal Referrals, Transfer of Advance of Bail, Emergency Cash, Lost Document and Ticket Replacement Assistance, Transmission of Urgent Messages, Tracing and Redirecting Lost Luggage and Pre-trip Destination Information.

#### *Emergency Medical Referrals*

The MasterCard Global Service Centre will refer cardholders to local doctors, dentists and hospitals. The Centre will help fill prescriptions, keep customer's family, friends and business associates informed about their condition and even arrange a medical evacuation if necessary.

#### *Legal Referrals*

The MasterCard Global Service Centre will refer cardholders to local lawyers and contact their embassy or consulate.

#### *Transfer funds for bail*

The MasterCard Global Service Centre will arrange for transfer up to USD\$5,000 (or local currency equivalent) from cardholder's family, friends or other accounts for their legal fees or to post bail.

#### *Urgent Messages*

The MasterCard Global Service Centre will relay urgent messages to cardholder's family, friends and business associates.

#### *Lost Luggage Assistance*

The MasterCard Global Service Centre will help locate lost luggage and coordinate its return to cardholder.

#### *Pre-Trip Assistance*

The MasterCard Global Service Centre will provide cardholder with free information about their destination, including required travel documents, weather reports, medical requirements and currency exchange rates, and will help them plan for special medical needs while traveling.

### **MasterAssist Plus**

Cardholders receive additional security and peace of mind while traveling. Cardholders are eligible for MasterAssist Plus, along with their spouse and any unmarried, dependent children under age 19 (22 if attending an accredited institution of higher learning on a full-time basis and primarily dependent on cardholder for support and maintenance).

Cardholders are automatically eligible for the MasterAssist Plus benefits when they charge common carrier transportation to their Scotiabank Gold and Platinum MasterCard card. They should retain their common carrier tickets and proof that their tickets were charged to their Scotiabank Gold or Platinum MasterCard card because they will be asked to submit these if a reimbursement for any of the MasterAssist Plus benefits is requested.

The MasterAssist Plus benefits are in excess over any valid and collectible insurance or other form of indemnity. This includes treatment paid for or furnished under any individual or group policy, or other service or medical pre-payment plan arranged through your employer to the extent so furnished or paid, or under any mandatory government program or facility set up for treatment without cost to any individual.

Any loss, non-fatal or fatal, or any medical expenses, which are caused by or result from a pre-existing condition are not eligible for reimbursement. A pre-existing condition is a medical condition for which medical care, treatment or advice was recommended by or received from a physician within a two-year period preceding the departure date of the trip, or a condition for which hospitalization or surgery was required within a five-year period preceding the departure date of the trip.

#### *Accident and Sickness Medical Expenses*

MasterAssist Plus provides a cashless medical insurance; therefore, the cardholder needs to contact MasterCard Global Services immediately after the incident and report it to MasterCard (the call will be transferred to Axa Assistance who will approve all of the expenses). If the cardholder does not report the incident until he or she is back to the city of residence, a reimbursement will apply as the manual describes. The cardholder is covered up to a maximum of US\$25,000 per eligible person, per eligible trip for eligible medical expenses if he or she becomes ill or injured while traveling outside his or her country of residence and requires medical treatment by a physician. However, when cardholders are traveling in Europe, they will be covered for 30,000 Euros, in compliance with the Schengen Agreement. The Accident and Sickness Medical Expenses benefit is in excess over any valid and collectible insurance or any other available form of indemnity.

Only those medical expenses that are incurred outside the cardholder's country of residence as a result of, and within 30 days from an eligible sickness or injury, that are specifically mentioned in the following list and are not listed in the MasterAssist Plus Exclusions section are eligible for reimbursement:

- Charges made for diagnosis, treatment and surgery by a physician.
- Charges made by a hospital for room and board, floor nursing and other services, including charges for professional services, except personal services of a non-medical nature, provided, however, that expenses do not exceed the hospital's average charge for semi-private room and board accommodations.
- Charges made for the cost and administration of anesthetics.
- Charges for medication, x-ray services, laboratory tests and services, the use of radium and radioactive isotopes, oxygen, blood transfusions, iron lungs and medical treatment.
- Dressings, drugs, medicines and therapeutic services and supplies that can only be obtained with a written prescription from a physician or surgeon.
- Charges made for ground ambulance services.
- Dental treatment resulting from injuries sustained to sound, natural teeth subject to a maximum of US\$100 per tooth.

#### *Emergency Medical Evacuation*

MasterAssist will pay up to a maximum of US\$50,000 per eligible person, per eligible trip for the following expenses if an eligible injury or sickness results in the necessary emergency medical evacuation of the eligible person when he or she is traveling at least 100 miles (160 km) or more from your usual place of residence.

#### *Eligible expenses*

- Transportation
- Medical treatment, including medical services and supplies necessarily incurred in connection with the emergency evacuation.

### *Repatriation of Remains*

MasterAssist Plus provides reimbursement for up to a maximum of US\$25,000 per eligible person, per eligible trip for the reasonable, eligible expenses incurred to return the eligible person's body to his or her country of residence if he or she dies during an eligible trip, providing he or she was traveling at least 100 miles from his or her usual place of residence.

*Eligible expenses include, but are not limited to, expenses for*

- Embalming
- Transport coffins
- Cremation
- Transportation

### *Hotel Convalescence Costs*

If the eligible person is hospitalized outside her or her country of residence for more than 5 days and must remain, under medical advice, in a hotel (out of country, before being medically released) for additional convalescence, starting immediately after being discharged from the hospital, the cardholder will be reimbursed for the expense of the eligible person's daily hotel room charge (up to US\$150 per day) for a maximum of 5 days (per eligible trip).

### *Emergency Family Costs*

If the eligible person is traveling alone and hospitalized outside his or her country of residence for more than 5 days for an eligible hospitalization, the cardholder will be reimbursed for the cost of a round-trip economy airfare to bring one immediate family member chosen by the cardholder to and from the eligible person's bedside and up to US\$150 per day for daily hotel room charges incurred by the family member for a maximum of 5 days (per eligible trip).

### *General Provisions*

- None of the MasterAssist Plus benefits are effective if the cardholder or an eligible person is hospital-confined or disabled, meaning unable to perform the usual and customary duties of a person of like age and sex.
- These benefits will take effect 7 days after such hospital confinement or disability terminates subject to the Pre-existing Condition exclusion.

### *Table of Benefits*

Accident & Sickness Medical Expenses	US\$25,000
Emergency Medical Evacuation	US\$50,000
Repatriation of remains	US\$25,000
Hotel Convalescence Costs	US\$150 per day
Max. Number of Days – 5	
Emergency Family Travel Costs	US\$150 per day, plus round.
Max. Number of Days – 5	trip economy class airfare

Benefits only apply when the cardholder (and other eligible person (s), if applicable) are at least 160 kilometers (100 miles) or more away from their place of residence.

### *Exclusions*

MasterAssist Plus is provided for travel worldwide except in the following countries: Afghanistan, Iran, Iraq, Cambodia, North Korea, Laos, Libya, Myanmar, Sri Lanka, Vietnam, Cuba and other countries that MasterCard may, from time to time, determine to be unsafe or which are prohibited by the laws of the issuing service provider.

### *What is not reimbursable?*

Any loss, non-fatal, or fatal, or any medical expenses which are caused or result from:

- Treatment paid for or furnished under any other individual or group policy, or other service or medical pre-payment plan arranged through the employer to the extent so

- furnished or paid, or under any mandatory government program or facility set up for treatment without cost to any individual.
- Services, supplies or treatment, including any period of hospital confinement, which were not recommended, approved and certified as medically necessary and reasonable by a physician.
  - Routine physicals or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or x-ray examinations except in the course of a disability established by the prior call or attendance of a physician.
  - Travel for the purpose of obtaining medical advice or treatment.
  - Traveling against the advice of a physician.
  - A pre-existing condition for which medical care, treatment or advice was recommended by or received from a physician within a two-year period preceding the departure date of the trip, or a condition for which hospitalization or surgery was required within a five-year period preceding the departure date of the trip.
  - Sexually transmitted conditions, Acquired Immune Deficiency Syndrome (AIDS), Human Immune Deficiency Virus (HIV) infection.
  - Pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices.
  - Dental care, except as a result of injury to sound natural teeth caused by accident during an eligible trip.
  - Expenses incurred for, in connection with or as a result of an Emergency Evacuation, Repatriation of Remains, Hotel Convalescence or Emergency Family Costs unless approved in advance by Marsh, Inc.
  - Cosmetic or plastic surgery except as a result of an accident.
  - Expenses which are not directly related to an eligible sickness or injury occurring during an eligible trip.
  - Medical Expenses, Hotel Convalescence Costs and Emergency Family Travel Costs incurred in your country of residence.
  - Eyeglasses, contact lenses, hearing aids and examination for the prescription or fitting thereof, unless injury or sickness has caused impairment of vision or hearing.
  - The care of well child care, including examinations and immunizations.
  - Congenital anomalies and conditions arising out of or resulting there from.
  - Expenses incurred in connection with weak, strained or flat feet, corns, calluses or toenails.
  - The diagnosis and treatment of acne.
  - Any mental, nervous or emotional disorders or rest cures.
  - Being under the influence of or any connection with drugs or intoxicants, unless taken under the advice of and as prescribed by a physician; and/or drug abuse, addiction or overdose.
  - Participation in any professional, semi-professional or interscholastic team sports, any bodily contact sport or other athletic activity.
  - Participation in contests of speed using a motorized vehicle or bicycle.
  - Participation in skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing, potholing or while riding a motorcycle.
  - Suicide or any attempt to commit suicide while sane or self-destruction, or any attempt to commit self-destruction while insane
  - Service in the military, naval or air service of any country.
  - War or act of war, whether declared or not.
  - Committing or attempting to commit a felony.
  - Performing, including learning or instructing to perform, as the pilot or crewmember of any aircraft.
  - Deviated septum, including sub mucous resection and/or other surgical correction thereof.
  - Organ transplants.

#### *Effective Date of Benefits*

The cardholder, as well as his or her spouse, and/or dependents, are eligible 24 hours a day from the day they start the trip until midnight of the 30<sup>th</sup> day of the trip or until the return to their city of residence, whichever is sooner, when the cardholder charges to the common carrier transportation to his or her Scotiabank Platinum MasterCard card.

The cardholder becomes eligible to receive the MasterAssist Plus benefits on the effective date he or she was issued his or her Scotiabank Platinum MasterCard card. The cardholder's spouse and any unmarried, dependent children under age 19 (22 if attending an accredited institution of higher learning on a full-time basis and primarily dependent on you for support and maintenance) become eligible on the effective date of the program, the date the person becomes the spouse / dependent child, or the date the Scotiabank Platinum MasterCard card was issued, whichever is later.

#### *Termination Date*

For any eligible individual, the MasterAssist Plus benefits shall terminate:

- At midnight of the 30<sup>th</sup> day of the trip.
- The date of return to city of residence, whichever is sooner.
- The MasterAssist Plus benefits will cease immediately on the termination date of the MasterAssist Plus benefits program or at the time the cardholder ceases to be a Scotiabank Platinum MasterCard cardholder in good standing, whichever is earlier. However, termination of the MasterAssist Plus benefits will be without prejudice to any request for reimbursement originating prior to the termination of the benefits.

#### *Procedures*

For emergencies arising during the trip:

- For emergencies arising during the trip and prior to taking personal action where reasonable, the cardholder or his or her representative should call the MasterCard Global Service Center in the country in which he or she is located.

#### *Information to be provided to the MasterAssist Plus representative*

- The caller's name, the cardholder's name (if not the same as the caller), the eligible Scotiabank Platinum MasterCard information and the patient's name (if not the same as the cardholder).
- The name of the place and the telephone number where the MasterCard Global Service Representative can reach the cardholder or his or her representative.
- A brief description of the emergency, including the name, address and phone number of the attending physician and, if necessary, the family doctor, and the name, address and telephone number of the medical facility where the eligible person has been taken.
- The nature of help required.

*Life-threatening situation:* In a life-threatening situation, the customer or his or her representative should always try to arrange for emergency transfer to the nearest hospital through the most appropriate and immediate means and then call the MasterCard Global Service Center to provide the appropriate information as soon as possible.

*Hospitalization prior to notice to the MasterCard Global Service Center:* If an eligible person is injured or becomes ill and must be hospitalized prior to notifying the MasterCard Global Service Center, the customer or his or her representative should call the MasterCard Global Service Center as soon as possible, if possible, no later than three days after the occurrence of the bodily injury or sickness. Without this notice, the MasterCard Global Service Center may hold the customer responsible for actual costs and expenses accrued to MasterAssist Plus that would not have been accrued if notice had been given within the three-day period.

- The MasterCard Global Service Center's medical team or other representatives shall have free access to the ill or injured eligible person in order to assess his or her

condition. Without reasonable justification for denial of such access, that person will not be eligible for further medical assistance.

- On a case-by-case basis, the MasterCard Global Service Center medical team will decide whether an emergency evacuation is appropriate and will choose the date and means of the emergency evacuation.
- In the event of an Emergency Evacuation or Repatriation of Remains by the MasterCard Global Service Center, the unused portion of the original ticket, or the value thereof, shall be delivered to the MasterCard Global Service Center.

#### *Reimbursement Requests*

- **Reimbursement Notification:** Written notice of a request for reimbursement must be given to Marsh, Inc. within 20 days after a covered loss begins or as soon as reasonably possible. The cardholder must report his or her request for reimbursement as soon as possible to Marsh, Inc. at the address below. The cardholder should provide his or her Scotiabank Platinum MasterCard account number, his or her travel dates and details describing the nature of the losses. Upon receipt of the information, Marsh, Inc. will promptly forward the appropriate reimbursement form to the cardholder.
- **Reimbursement Forms:** Marsh, Inc. will send reimbursement forms to the cardholder within 15 days after receiving notification of a request for reimbursement. If the forms are not received within 15 days, the cardholder can meet the proof of loss requirements by giving a written statement of the nature and extent of the loss.
- **Proof of Loss:** Written proof of loss must be furnished to Marsh, Inc. within 90 days from the date of such loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.
- In order to facilitate prompt reimbursement, the cardholder should obtain and submit the following to Marsh, Inc. (as applicable):
  - Receipts showing that the common carrier fare was charged to the eligible Scotiabank Platinum MasterCard card.
  - Receipts from the treating physician, etc., stating the amounts paid and listing the diagnosis and treatment.
  - Copy of the final disposition of the claim from cardholder's other medical plans.

*MasterCard Assistance Centre*  
c/o Marsh, Inc.  
MasterCard Assistance Centre  
Attn: Maria Cordona  
1166 Avenue of the Americas, 38<sup>th</sup> Floor  
New York, NY 10046

- **Reimbursement:** At Marsh, Inc.'s option, unless the cardholder requests otherwise in writing no later than the time for filing proof of loss, all or a portion of any reimbursement provided by the MasterAssist Plus benefits may be paid directly to the hospital or person who has rendered the service(s).

**Master Delivery**

The most efficient method of sending merchandise from the U.S. to Latin America and the Caribbean. The system facilitates the purchase of goods and merchandise in the U.S. by International cardholders, by providing a physical and postal address in the United States, located in the city of Miami, Florida. With MasterDelivery, you can buy in the U.S. and have your orders delivered to you anywhere in the world. You can buy at more than 17,000 leading U.S. retail stores, catalogue companies and web sites from your home or office.

To register, go to [www.masterdelivery.com](http://www.masterdelivery.com), free of charge. For a minimal registration fee, you can also get your own Miami postal box address where you can receive your personal and business mail.

MasterDelivery provides daily shipping, automatic customs clearance and online tracking and tracing. There is no limit on the weight, size or value of your orders, and your privacy and security is protected at all times.

Note: You are responsible for all expenses incurred, including shipping charges, taxes and customs duties.