

Scotia Insurance®

SJLIC Electronic Communications Agreement

“You” and “your” mean each person that owns or has applied for an Insurance Policy with Scotia Jamaica Life Insurance.

“We”, “our”, “us”, “Scotia Jamaica Life Insurance Company”, and the “Company” mean, as applicable, Scotia Jamaica Life Insurance Company Limited.

“Policy” means any Insurance policy you have with us now and at any time in the future and may also refer to any policy loans you may have with us where applicable.

This Agreement replaces all prior agreements between you and us regarding instructions you provide to us by telephone, fax, e-mail or any other Electronic Communication. However, it does not replace any other agreement you have with us (now or in the future) for any Insurance policy, including any consent, authorization or preference you have given or may give to us regarding the collection, use and disclosure of your personal information. All other agreements applicable to any insurance policies held with Scotia Jamaica Life Insurance Company Limited continue to apply.

We will only act on instructions for Policies where you alone can give instructions and only for certain type of instructions, such as: withdrawal instructions in relation to policies, instructions for surrender of policies and other transactions associated with the policies from time to time. You may also apply for certain Insurance Products.

You acknowledge and agree that any Electronic Communication including fax and e- mail that is not encrypted: (i) is not secure, private and confidential, (ii) may not be reliable and may not be received by the intended recipient promptly or received at all, (iii) may be subject to interception, loss or alteration, and (iv) you assume full responsibility for risks associated with such Electronic Communication and agree that we will not be responsible or liable for any loss or damage arising from any use of any Electronic Communication, including, but not limited to, any loss or damage arising from any unauthorized access to, or interception, loss or alteration of such communication.

You agree that we are not obligated or required to act on the instructions if we doubt the identity of the source or authenticity of the person giving the instruction or if the transaction appears suspicious, questionable or unusual for your regular banking habits. We may ask you to give us certain information that will assist us in determining that you are the person giving the instruction. We may also refuse to act on any instruction if, in our opinion, to do so may be illegal or in breach of any obligation we owe to a third party; or if it would cause us to fail to comply with any code or standard in force from time to time that applies to us.

We may send you a confirmation that the instructions have been received and acted upon. We will also take reasonable steps to inform you when we have determined that we will not be following your instructions.

You release us from any and all liability or claim for failure to act, execute or complete any instruction due to any reason beyond our reasonable control. You also agree that Scotia Jamaica Life Insurance Company Limited and the Bank of Nova Scotia Jamaica Limited and our respective agents will not be

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liable to you for acting on your instructions or on instructions that appear to be from you, if those actions are in good faith.

You agree to indemnify and save harmless the Company and any of its affiliates and their respective agents from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses, disbursements of any kind or nature whatsoever that may be imposed upon, incurred by or served against us or them by reason of our or their actions taken in accordance with the instructions.

You agree that you will be bound by this Electronic Communications Agreement and any other agreement you have entered with us for insurance products that you have given instructions for.

Entering into Agreements through Electronic Communication

You can opt to apply for and /or enter into agreements for certain insurance products through Electronic Communication.

You agree that where such applications and/or agreements require your handwritten signature as proof of your consent and agreement to the terms and conditions thereof, your consent and/or agreement will be indicated and validly given through either of the following methods:

- (i) By sending an e-mail from your e-mail address, contained in our records, approving and/or accepting the contents of the e-mail message or any relevant attachments included (“E-mail Consent”);
- (ii) By responding in the affirmative orally over the telephone (“Voice Consent”);
- (iii) By affixing an electronically scanned version of your handwritten signature to the relevant document(s), or
- (iv) By using your Electronic Signature to access, approve, confirm or accept the terms applicable to any offer, product or Services or any relevant attachments referenced or included (“Electronic Consent”)

You agree that either of these methods listed at (i) - (iv) above, will satisfy any requirement for your original handwritten signature and shall have the same legal effect, validity or enforceability and will be deemed to be your original signature for all purposes.

You also agree that:

- The Company can electronically store your Voice Consent, E-mail Consent, Electronic Consent and any documents that you have affixed your scanned signature to. You agree that these forms of consent/agreement may be reproduced by the Company and that any such reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceedings;
- Agreements entered into through Electronic Communication, may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties.

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General

We can add, remove or change any of the actions or Electronic Communication methods allowed under this Electronic Communications Agreement from time to time.

This Electronic Communications Agreement will be in effect until you notify us in writing that you want to cancel it.

Client Number _____

By signing this document, you agree, acknowledge and consent to the terms and conditions of the SJLIC **Electronic Communications Agreement**. You confirm that you have read and understood the terms of the agreement and that you have had the opportunity to ask questions about the agreement. You agree and acknowledge that the agreement is applicable to all products and services offered by Scotia Jamaica Life Insurance Company Limited

Dated this _____ of _____ 20____

Signature	
Name	
Address	
Tel #	
Email Address	

Witness Signature:

X _____
Witnessed Name:

STAMP/SEAL