

Purchase Security, Extended Warranty, Lost Luggage and Delayed Luggage Certificate of Insurance

NEW BENEFITS: Effective July 1, 2014

This Certificate of Insurance contains information about your insurance. Please read it carefully and keep it in a safe place. Refer to the Definitions section or to the applicable description of benefits and the paragraph following this one for the meanings of all capitalized terms.

The coverage outlined in this Certificate of Insurance is effective as of July 1, 2014, and is provided to eligible *Scotia Momentum*[®] VISA Infinite[™] Cardmembers by American Bankers Insurance Company of Florida (hereinafter referred to as the "Insurer") under Group Policy number **No. BNS072014**, (hereinafter referred to as the "Policy") issued by the Insurer to The Bank of Nova Scotia (hereinafter referred to as the "Policyholder").

The terms, conditions and provisions of the Policy are summarized in this Certificate of Insurance, which is incorporated into and forms part of the Policy. All benefits are subject in every respect to the Policy, which alone constitutes the agreement under which benefits will be provided. You or a person making a claim under this Certificate may request a copy of the Policy and/or copy of your application for this insurance (if applicable) by writing to the Insurer at the address shown below.

The Insurer's Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

Claim payment and administrative services are provided by *Scotia Assist*.

In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

1. DEFINITIONS

In this Certificate of Insurance, the following words or phrases have the meanings set forth below:

Account means the Primary Cardmember's *Scotia Momentum* VISA Infinite card Account, which must be in Good Standing with the Policyholder.

Cardmember means the Primary *Scotia Momentum* VISA Infinite Account Cardmember and any supplemental Cardmember who is a natural person resident in Canada to whom a *Scotia Momentum* VISA Infinite card is issued and whose name is embossed on the card. The Cardmember may be referred to as "You" or "Your".

Checked Luggage means suitcases or other containers specifically designated for carrying personal belongings, for which a baggage claim check has been issued to the Insured Person by a Common Carrier.

Common Carrier means any land, water or air conveyance which is licensed to carry passengers without discrimination and for hire, excluding courtesy transportation provided without a specific charge.

Delayed Luggage means an Insured Person's Checked Luggage which is delayed by the Common Carrier for more than 4 hours from the Insured Person's time of arrival at the Final Destination.

Dependent Children means Your unmarried natural, adopted or step-children who are dependent on You for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full-time attendance at a recognized institution of higher learning in Canada. Dependent Child(ren) also includes children 21 years of age or over who are permanently mentally or physically challenged and incapable of self-support.

Dollars and \$ means Canadian dollars.

Essential Items mean the minimum essential clothing and toiletries, the purchase of which is rendered absolutely necessary and indispensable due to the delay of Your Checked Luggage.

Final Destination means the away-from-home ticketed destination for any particular day of travel, as shown on your Ticket.

Good Standing means, with respect to an Account, that the Primary Cardmember has not advised the Policyholder to close it or the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account.

Immediate Family Member means the Cardmember's Spouse, Dependent Children and parents residing with the Cardmember.

Insured Item means a new item (a pair or set being one item) of personal property (not purchased by or for use by a business or for commercial purposes) for which the full Purchase Price is charged to an Account.

Insured Person means a Cardmember and, where specified, certain other eligible persons as outlined under the applicable benefit.

Manufacturer's Warranty means an express written warranty valid in Canada or the United States and issued by the original manufacturer of the Insured Item at the time of purchase, excluding any extended warranty offered by the manufacturer or any third party.

Mysterious Disappearance means the vanishing of an item which cannot be explained, i.e. there is an absence of evidence of a wrongful act of another person.

Other Insurance means all other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim, as further defined in Section 8 of this Certificate.

Primary Cardmember means the principal applicant for an Account who is a natural person resident in Canada to whom a *Scotia Momentum* VISA Infinite card is issued by the Policyholder.

Purchase Price means the actual cost of the Insured Item, including any applicable taxes, as shown on the store receipt.

Scotia Assist means the Insurer in relation to claim payment and administrative services.

Spouse means Your legal wife or husband or the person with whom You have lived and publicly represented as Your Spouse for at least one continuous year.

Ticket means evidence of fare paid for travel on a Common Carrier, which has been charged to Your Account.

Trip means a scheduled period of time during which an Insured Person is away from his or her province or territory of residence in Canada, as determined by the departure and return dates.

2. PURCHASE SECURITY

For this coverage, Insured Person means the Cardmember. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits.

- a) **Benefits** – Purchase Security coverage automatically, without registration, protects most new Insured Items purchased anywhere in the world (provided the full Purchase Price is charged to the Account) by insuring them for 90 days from the date of purchase in the event of loss, theft, or damage in excess of Other Insurance. If an Insured Item is lost, stolen or damaged, *Scotia Assist* will reimburse You the lesser of the repair or replacement cost, not exceeding the original Purchase Price charged to the Account, subject to the limits of liability and exclusions stated in Section 6 of this Certificate of Insurance.

- b) **Excluded Items** – Purchase Security does not cover the following items: travellers cheques, cash, tickets or any other negotiable instruments; bullion, rare or precious coins; art objects (such as but not limited to hand-made items, limited editions, original, signature pieces or collectible plates); pre-owned or used items, including antiques and demos; animals; living plants; perishables such as food and liquor; aircraft and parts and accessories thereof; automobiles, motorboats, motorcycles or any other motorized vehicles and parts and accessories thereof; items consumed in use; services; ancillary costs incurred in respect of an Insured Item and not forming part of the Purchase Price; parts and/or labour required as a result of mechanical breakdown; items purchased by and/or used for a business or commercial purpose and commercial gain; or mail order items until received and accepted by the Cardmember in new and undamaged condition. Jewellery transported/stored in baggage which is not under the personal supervision of the Cardmember or Cardmember's travelling companion.
- c) **Gifts** – Insured Items the Cardmember gives as gifts are covered by Purchase Security. In the event of a claim, the Cardmember, not the recipient of the gift, must make the claim for benefits.
- d) **Termination** – Coverage ends the earliest of:
 - (i) the date the Account is cancelled, closed or ceases to be in Good Standing;
 - (ii) the date the Cardmember ceases to be eligible for coverage; and
 - (iii) the date the Policy terminates.

No coverage will be provided for items purchased after the Policy termination date.

3. EXTENDED WARRANTY

For this coverage, Insured Person means the Cardmember. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits.

- a) **Benefits** – Extended Warranty coverage provides the Cardmember with double the period of repair services otherwise provided by the original Manufacturer's Warranty, to a maximum of 1 additional year, when the full Purchase Price is charged to the Account on most Insured Items purchased anywhere in the world. Extended Warranty benefits are limited to the lesser of the cost to repair or the original Purchase Price charged to the Account.
- b) **Registration** – Insured Items with a Manufacturer's Warranty of 5 or more years are ONLY covered if registered within the first year of purchase. Insured Items with a Manufacturer's Warranty of less than 5 years DO NOT require registration. To register item(s) with a Manufacturer's Warranty of more than 5 years for the Extended Warranty benefit, call 1-800-263-0997 between 8:00 am and 8:00 pm, ET, Monday through Friday. You will be required to send copies of the following items to Scotia Assist within 1 year after the Insured Item is purchased:
 - (i) a copy of the original vendor sales receipt;
 - (ii) the customer copy of Your sales receipt;
 - (iii) the serial number of the item; and
 - (iv) a copy of the original Manufacturer's Warranty.
- c) **Excluded Items** – Extended Warranty does not cover the following items: aircraft and parts and accessories thereof; automobiles, motorboats, motorcycles and any other motorized vehicles and parts and accessories thereof; used items; living plants; trim parts; services; items purchased by and/or used for a business or commercial purpose and commercial gain; dealer and assembler warranties; or any other obligation other than those specifically covered under the terms of the original Manufacturer's Warranty.
- d) **Gifts** – Insured Items the Cardmember gives as gifts are covered under the Extended Warranty coverage subject to compliance with the terms and conditions of the coverage offered hereunder.
- e) **Termination** – Coverage ends the earliest of:
 - (i) the date the Account is cancelled, closed or ceases to be in Good Standing;
 - (ii) the date the Cardmember ceases to be eligible for coverage; and
 - (iii) the date the Policy terminates.

No coverage will be provided for items purchased after the Policy termination date.

4. LOST LUGGAGE

For this coverage, Insured Person means the Cardmember and any Immediate Family Member travelling with a Cardmember.

- a) **Benefits** – Lost Luggage coverage provides protection from theft or permanent misdirection of the Checked Luggage by a Common Carrier up to a maximum of \$500 per Trip for all Insured Persons on the same Trip provided that the full price of the Insured Person's fare has been charged to an Account. Payment is based on the actual replacement cost of any lost or stolen article provided the article is actually replaced. Otherwise, payment is based on the actual cash value of the article at the time of loss.
- b) **Excluded Items** – Lost Luggage does not cover: animals; any conveyance or appurtenances except bicycles; contact lenses; eyeglasses; hearing aids; artificial teeth; dental bridges; prosthetic limbs; money; securities; credit cards and any other negotiable instruments; tickets and documents; cameras; sporting equipment; business items; art objects (such as but not limited to hand-made items, limited editions, original, signature pieces or collectible plates); electronic equipment; luggage not checked; luggage held, seized, quarantined or destroyed by a customs or government agency; or where a reimbursement or a non-monetary (tickets, coupons, travel vouchers) settlement is made by the Common Carrier.

5. DELAYED LUGGAGE

For this coverage, Insured Person means the Cardmember and any Immediate Family Member travelling with a Cardmember.

- a) **Benefits** – Delayed Luggage coverage reimburses an Insured Person for the cost of replacing Essential Items, if the Insured Person's Checked Luggage is not delivered within 4 hours from the Insured Person's time of arrival at the Final Destination, provided the full price of the Insured Person's fare has been charged to an Account. The Essential Items must be purchased before the Checked Luggage is returned to the Insured Person and no later than 96 hours after the Insured Person's time of arrival at the Final Destination. The maximum benefit payable under Delayed Luggage coverage per Trip for all Insured Persons on the same Trip is \$500.
- b) **Excluded Items** – The Delayed Luggage coverage does not cover: losses occurring when Checked Luggage is delayed on an Insured Person's return home to their province or territory of residence in Canada; expenses incurred more than 96 hours after the Insured Person's time of arrival at the Final Destination; expenses incurred after the Checked Luggage is returned to the Insured Person; losses caused by or resulting from any criminal act by the Insured Person; baggage not checked; baggage held, seized, quarantined or destroyed by a customs or government agency; money; securities; credit cards; negotiable instruments; tickets; or documents of any nature whatsoever.

6. ADDITIONAL LIMITS OF LIABILITY AND EXCLUSIONS

- a) **Limits of Liability** – There is a maximum lifetime liability of \$60,000 under the Purchase Security and Extended Warranty coverages.

In the event that the Insured Item cannot be repaired or replaced, *Scotia Assist*, at its sole option, may reimburse You up to the Purchase Price of the Insured Item.

Claims for items belonging to and purchased as a pair or set will be paid for at the full Purchase Price of the pair or set provided that the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of the pair or set are usable individually, liability will be limited to payment equal to the proportionate part of the Purchase Price that the number of damaged or stolen parts bears to the number of parts in the complete pair or set.

- b) **Exclusions** – The Policy does NOT provide coverage for losses resulting from: misuse or abuse; fraud; normal wear and tear; inherent product defects (which means imperfections which impair the use of the product); Mysterious Disappearance; theft from a vehicle unless the vehicle is locked and there are visible signs of forced entry; flood, earthquake or radioactive contamination; hostilities of any kind (including war, invasion, terrorism, rebellion or insurrection), confiscation by authorities, risks of contraband or illegal activity; or incidental and consequential damages, including bodily injury, property, punitive and exemplary damages and legal fees.

7. CLAIMS

- a) **Filing a Claim** – To initiate a claim, the Cardmember must notify *Scotia Assist* as soon as reasonably possible and PRIOR to proceeding with any action or repairs and no later than 90 days from the date of loss or damage, by calling 1-800-263-0997 or 1-416-977-1552 locally between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday.

- b) **Validation of a Claim** – The Cardmember MUST maintain ORIGINAL copies of all documents required. Where a claim is due to fraud, malicious acts, burglary, robbery, theft or attempt thereof, or is suspected to be so caused, the Cardmember MUST give immediate notice to the police or other authorities having jurisdiction. The Cardmember may be required to send, at the Cardmember's expense and risk, the damaged Insured Item on which a claim is based, to an address designated by *Scotia Assist*.

- c) **Claim Form** – Upon notifying *Scotia Assist* of the loss, the Cardmember will be sent a claim form. The completed claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within 1 year from the date on which the loss occurred.

Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after 1 year, Your claim will not be paid.

- d) **Payment of Claim** – Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by *Scotia Assist*.

- e) **Purchase Security** – Under the Purchase Security coverage, the Cardmember will be required to complete a claim form and MUST include copies of the customer copy of the original store receipt, *Scotia Momentum* VISA Infinite card charge slip, and Account statement and police report if obtainable, and if not obtainable, the department, file number, address, contact name on the file and telephone number, and any other information reasonably required by *Scotia Assist* to determine the Cardmember's eligibility for benefits under the Policy.

- f) **Extended Warranty** – Under the Extended Warranty coverage, the Cardmember will be required to complete a claim form PRIOR to proceeding with any repairs, and MUST include copies of the customer copy of the original store receipt, *Scotia Momentum* VISA Infinite card charge slip, and Account statement and Manufacturer's Warranty. Upon receipt of the completed documentation, if the claim is eligible for coverage under the Policy, *Scotia Assist* will provide a notice to the Cardmember containing an authorization to proceed with the necessary repairs and the particulars of the repair facility designated to complete the necessary repairs.

- g) **Lost Luggage** – Under the Lost Luggage coverage, the Cardmember will be required to complete the claim form and MUST include copies of the Common Carrier ticket, the baggage claim ticket, *Scotia Momentum* VISA Infinite card charge slip and *Scotia Momentum* VISA Infinite card Account statement and a written statement from the Common Carrier confirming:

- (i) the date, time and details of loss;
- (ii) payout documentation from the Common Carrier including a copy of the cheque, claim form, a list of items lost and their value; and
- (iii) any other information reasonably required by *Scotia Assist* to determine coverage eligibility.

- h) **Delayed Luggage** – Under the Delayed Luggage coverage, the Cardmember will be required to complete the claim form and MUST include copies of the *Scotia Momentum* VISA Infinite card charge slip and Account statement. In addition, the Cardmember will be required to submit itemized receipts for actual expenses incurred for Essential Items and a written statement from the Common Carrier confirming all of the following specifics:

- (i) date and time of delay;
- (ii) date and time that the Checked Luggage was returned to the Insured Person;
- (iii) reason or circumstances surrounding the delay; and
- (iv) any other information reasonably required by *Scotia Assist*.

8. GENERAL PROVISIONS AND STATUTORY CONDITIONS

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Certificate of Insurance.

- a) **Coverage Termination** – Coverage under the Policy ends at the earliest of:

- (i) the date the Account is cancelled or closed or ceases to be in Good Standing;
- (ii) the date the Insured Person ceases to be eligible for coverage; and
- (iii) the date the Policy terminates.

No benefits will be paid under the Policy for losses incurred after coverage has terminated, unless otherwise specified or agreed.

- b) **Other Insurance** – Where an Insured Person has Other Insurance, the loss or damage MUST be reported to the primary carrier in addition to filing with *Scotia Assist*, and copies of the payout documents from the Other Insurance carrier must be provided to *Scotia Assist*. If the loss or damage is not covered under the Other Insurance, a letter from the Other Insurance carrier so indicating may be required. The insurance extended under the Policy by the Insurer is issued strictly as excess coverage and does not apply as contributing insurance. The coverage extended under the Policy will reimburse the Cardmember only to the extent a permitted claim exceeds coverage and payment under Other Insurance, regardless of whether the Other Insurance contains provisions purporting to make its coverage non-contributory or excess. The Policy also provides coverage for the amount of the deductible under Other Insurance.

- c) **Subrogation** – As a condition to the payment of any claim to a Cardmember, the Cardmember and/or any Insured Person shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. The Cardmember and/or any Insured Person shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Cardmember and/or Insured Person.
- d) **Due Diligence** – The Cardmember shall use diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the Policy.
- e) **False Claim** – If a Cardmember makes a claim knowing it to be false or fraudulent in any respect, such Cardmember will not be entitled to the benefit of coverage under the Policy nor to the payment of any claim made under the Policy.
- f) **Legal Action** – 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*, *Limitations Act* or other applicable legislation in Your province or territory.

® Registered Trademarks of The Bank of Nova Scotia.
* Trademark of Visa International Service Association and used under license.