

# Price Protection Service Terms and Conditions

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

The coverage outlined in this document is effective as of July 16, 2012, and is provided to eligible **Scotiabank® Gold American Express®** Cardmembers and **Scotiabank® American Express®** Cardmembers by American Bankers Insurance Company of Florida (hereinafter referred to as the "American Bankers") under Group Policy No. BNS122000 (hereinafter referred to as the "Policy") which provides both insurance coverages and non-insurance services such as this coverage issued by American Bankers to The Bank of Nova Scotia (hereinafter referred to as the "Policyholder").

The terms, conditions and provisions of the Policy are summarized in this document, which is incorporated into and forms part of the Policy. All payments are subject in every respect to the Policy, which alone constitutes the agreement under which payments will be provided.

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

Payment and administrative services are provided by *Scotia Assist*.

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

## 1. DEFINITIONS

In these Terms and Conditions, the following words or phrases have the meanings set forth below:

**Account** means the Primary Cardmember's **Scotiabank Gold American Express Card** or **Scotiabank American Express Card** Account, which must be in Good Standing with the Policyholder.

**Card** means either the **Scotiabank Gold American Express Card** or the **Scotiabank American Express Card**.

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

**Dollars** and **\$** means Canadian dollars.

**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.

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

**Scotia Assist** means American Bankers in relation to payments and administrative services.

## 2. SERVICES

Price Protection is available only to the Cardmember. No other person or entity shall have any right, remedy or claim, legal or equitable, to the payments.

Price Protection coverage is in effect for 60 days from the date of purchase of most new items of personal property purchased in Canada and charged in full to the Account, subject to the Limitations and Exclusions below. If, within 60 days of the purchase of an eligible item, You find an identical item offered for retail sale in Canada at a price lower than the price You paid, *Scotia Assist* will, subject to the Limitations and Exclusions below, pay You the price difference.

This payment is based on the price of the item before applicable taxes, manufacturer's rebate, store rebates, and shipping and installation charges.

No Price Protection Service payments will be made for price differences of less than \$10 per item and the maximum payment will be \$100 per item up to a maximum of \$500 per Account per calendar year. The Price Protection Service will apply to a maximum of 3 identical items during the 60-day period. No item can be submitted for Price Protection payment more than once during the 60-day period.

## 3. LIMITATIONS AND EXCLUSIONS

Price Protection is not available in respect of the following:

- (i) travellers cheques, cash (whether paper or coin), bullion, precious metals, tickets, documents, stamps, negotiable instruments or property of a similar nature;
- (ii) animals, living plants or perishables such as food, liquor and/or goods consumed in use;
- (iii) computers (including hardware, software, printers and scanners), cellular phones, personal digital assistants (PDA) or any similar electronic device;
- (iv) automobiles, motorboats, airplanes, motorcycles, motorscooters, riding lawn mowers, golf carts, lawn tractors or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts, fuels or accessories;
- (v) one-of-a-kind items;
- (vi) used or previously owned or refurbished items, including antiques, collectibles and fine art;
- (vii) items purchased and/or used by or for a business or for commercial gain; or
- (viii) services related to items purchased, including insurance, duty, delivery and transportation costs.

The Price Protection Service does not apply if the retailer makes a price adjustment and/or refunds the difference between the original and lower price. Price comparisons with liquidated merchandise, grey market (internet) items and gift card or savings card incentives issued by a retailer are not eligible for Price Protection Service coverage.

You are only eligible for the Price Protection Service if the Account is in Good Standing at the time of Your request.

## 4. GIFTS

Eligible items that You give as gifts are covered. In the event a price difference is discovered, You, not the recipient of the gift, must make the request for payment.

## 5. REQUEST FOR PAYMENT PROCEDURES

You must keep original receipts and other documents described herein to file a valid request.

You must notify *Scotia Assist* by calling **1 877 391-7507** or **416-572-3636**, between 8:00 am and 8:00 pm, ET, Monday through Friday, as soon as You discover the advertised price difference.

*Scotia Assist* will send You the applicable request form. Your failure to provide to *Scotia Assist* the completed request form and proof supporting Your request under items (i) – (iii) below within 90 days from the date of purchase may result in non-payment of the related request.

You must complete and sign the request form and include the following:

- (i) the customer copy of the original vendor's sales receipt;
  - (ii) the Account statement showing the charge; and
  - (iii) a dated advertisement/flyer to prove that the identical item was offered in Canada at the reduced price within 60 days of the date of Your purchase.
- A request for payment under the Policy will be paid upon receipt of full written proof, as determined by *Scotia Assist*.

#### 6. TERMINATION OF COVERAGE

Coverage ends on 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 coverage ends.

#### 7. IF YOU HAVE A COMPLAINT OR INQUIRY

If You have a complaint or inquiry about any aspect of the Price Protection Service on Your **Scotiabank Gold American Express Card** or **Scotiabank American Express Card**, please call *Scotia Assist* at **1 877 391-7507**. *Scotia Assist* will do its best to resolve Your complaint or inquiry.

Price Protection Service is not an insurance benefit and may be discontinued or amended upon notice to the Cardmember.

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