

# Purchase Security and Extended Warranty Certificate of Insurance

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 16, 2012, and is provided to eligible **Scotiabank® American Express®** Cardmembers by American Bankers Insurance Company of Florida (hereinafter referred to as the "Insurer") under Group Policy number **No. BNS122000**, (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 **Scotiabank American Express Card** Account, which must be in Good Standing with the Policyholder.

**Cardmember** means the Primary Cardmember and any supplemental Cardmember who is a natural person resident in Canada to whom a **Scotiabank American Express 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.

**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 and/or paid with *Scotia Rewards®* points.

**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 9 of this Certificate.

**Primary Cardmember** means the principal applicant for an Account who is a natural person resident in Canada to whom a **Scotiabank American Express 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.

## 2. PURCHASE SECURITY

- 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 and/or paid with *Scotia Rewards* points) 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 4 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

- 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 and/or paid with *Scotia Rewards* points 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 years or more 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 **1 877 391-7507** 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. 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.

#### 5. 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 **1 877 391-7507** or **416-572-3636** locally between 8:00 am and 8:00 pm 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, **Scotiabank American Express 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, **Scotiabank American Express 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.

#### 6. 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 Cardmember 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 a Cardmember 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 shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. The Cardmember 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.
- 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.

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