

# Certificate of Purchase Security, Extended Warranty, Lost Luggage, Delayed Luggage and Hotel/Motel Burglary

This Certificate of Insurance is effective when a Cardmember's Account is eligible for coverage anytime after January 1, 2003. This Certificate provides the principal terms, conditions, limitations and exclusions of the provisions of Group Policy No. BNS020193. The Group Policy alone constitutes the agreement under which benefits will be provided. The Group Policy is issued by Elite Insurance Company (the Insurer) to The Bank of Nova Scotia (the Policyholder). You or a person making a claim under this Certificate may request a copy of the Group Policy by writing to the Insurer at the address shown below. Please read this Certificate of Insurance carefully and keep it with Your Benefits Guide.

Underwriting, administration and claim services under the Group Policy are provided by Elite Insurance Company, 1100-1125 Howe Street, Vancouver, British Columbia V6Z 2Y6.

Should You have any questions with regards to this program, please write us at the above address to the attention of Manager - Elite Scotiabank credit card programs, or call the telephone numbers provided under Section 8. Claims herein.

## 1. DEFINITIONS

In this Certificate of Insurance, the following words and phrases have the meanings set for the below:

**Account** means the unexpired, unrevoked *ScotiaGold Passport*® VISA\* Account of a Cardmember.

**Cardmember** means the primary cardholder under a *ScotiaGold Passport* VISA Account and any additional cardholder whose name is embossed on the card. The Cardmember may be referred to as "You" or "Your".

**Check In** means the moment the Insured Person registers at the Hotel/Motel.

**Check Out** means the moment the Insured Person vacates the Hotel/Motel room and pays the itemized total cost incurred for the duration of the stay by charging the full cost to the Account.

**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 for compensation and which undertakes to carry all persons indifferently who may apply for passage, so long as there is room, and there is no legal excuse for refusal.

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

**Essential Items** means essential clothing and toiletries contained in the Delayed Luggage, which the Insured Person must replace during the period of delay.

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

**Hotel/Motel** means an establishment located in Canada or the United States that provides lodging for the general public, and usually meals, entertainment, and various personal services.

**Immediate Family Member** means the Insured Person's spouse, dependent children, and parents residing with the Insured Person.

**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 any Immediate Family Member travelling with a Cardmember.

**Manufacturer's Warranty** means an express written warranty issued by the manufacturer of the Insured Item at the time of purchase of an Insured Item, which warranty is valid in Canada or the United States.

**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 any and all policies of insurance or indemnity which provide additional coverage to a Cardmember for loss or damage covered under the Group Policy and as further defined in Section 9 of this certificate.

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

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

**Trip** means the scheduled period of travel away from the Insured Person's usual place of residence as determined by the departure and return dates to their province or territory of residence.

## 2. PURCHASE SECURITY

a) **Coverage** – The Purchase Security Plan 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 ninety (90) days from the date of purchase in the event of loss, theft, damage or fire in excess of Other Insurance. If the item is lost, stolen or damaged, it will be replaced or repaired. Replacement will be up to the original Purchase Price or the replacement price, whichever is less. In the event that the Insured Item cannot be repaired or replaced, the Insurer, at its sole option, may reimburse the Cardmember up to the Purchase Price.

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); preowned 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 and mail order items until received and accepted by the

Cardmember. Jewellery in baggage is NOT covered UNLESS hand carried and under the personal supervision of the Cardmember or Cardmember's travelling companion previously known to the Cardmember; or the Cardmember's baggage is stolen in its entirety, in which case coverage is limited to \$2,500 per incident.

- c) **Gifts** – Insured Items the Cardmember gives as gifts are covered under the Purchase Security Plan subject to compliance with the terms and conditions of the coverage offered hereunder.

### 3. EXTENDED WARRANTY

- a) **Coverage** – The Extended Warranty Plan provides the protected Cardmember with double the period of repair services, up to a maximum of one additional full year, when the full Purchase Price is charged to the Account, in accordance with the terms and conditions of the original Manufacturer's Warranty on most Insured Items purchased anywhere in the world, provided the Manufacturer's Warranty is honoured in Canada or the United States.
- b) **Registration** – Insured Items with a valid Manufacturer's Warranty of five (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 five (5) years DO NOT require registration. To register warranties of five (5) or more years, the Cardmember must send to the Insurer, legible and complete copies of the store receipt; the *ScotiaGold Passport VISA* charge slip; the Manufacturer's Warranty including all wording; a description of the Insured Item including the model and serial number, if applicable.
- 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 Plan subject to compliance with the terms and conditions of the coverage offered hereunder.

### 4. LOST LUGGAGE

- a) **Coverage** – The Lost Luggage Plan protects an Insured Person from theft or permanent misdirection of their Checked Luggage by a Common Carrier, provided that the full price of the Insured Person's fare has been charged to an Account, and that the Common Carrier makes a monetary reimbursement. The benefit amount payable is limited to the lesser of:
- An amount equal to the cash reimbursement made by the Common Carrier to a combined maximum of \$1,250, or
  - the value of the Checked Luggage, whichever is less.
- 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 customs or government agency and where no reimbursement, or a non-monetary (tickets, coupons, travel vouchers) settlement is made by the Common Carrier.

### 5. DELAYED LUGGAGE

- a) **Coverage** – The Delayed Luggage Plan reimburses an Insured Person for the cost of replacing Essential Items, if the Insured Person's Checked Luggage is not delivered within four (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 ninety-six (96) hours after the Insured Person's time of arrival at the Final Destination. The maximum benefit payable under the Delayed Luggage Plan per Trip for all Insured Persons on the same Trip is \$1,000.
- b) **Excluded Items** – The Delayed Luggage Plan does not cover: losses occurring when Checked Luggage is delayed on a Insured Person's return home to their province or territory of residence; expenses incurred more than ninety-six (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; and documents of any nature whatsoever.

### 6. HOTEL/MOTEL BURGLARY

- a) **Coverage** – The Hotel/Motel Burglary Plan protects the Insured Person, for the period of time between Check In and Check Out, from theft of most items of personal property from a Hotel/Motel room where there is evidence of forceful entry, ONLY within the territorial limits of Canada and the United States. Coverage is up to a maximum of \$1,000, in excess of Other Insurance and/or payments made by the Hotel/Motel, provided the full cost of the Hotel/Motel room has been charged to the Account.
- b) **Excluded Items** – Hotel/Motel Burglary does not cover: cash; cheques; securities; credit cards and any other negotiable instruments; tickets and documents.

### 7. 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 Plans.

The Insurer, at its sole option, will ask you to repair, rebuild or replace the Insured Item whether in whole or in part with a similar or like item in quality or kind. The Insurer will reimburse the LESSER of: the cost of repairs; the cost of replacement of the Insured Item or the Purchase Price. In the event that the Insured Item cannot be repaired or replaced, the Insurer, at its sole option, may reimburse the Cardmember up to the Purchase Price.

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 Group 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; incidental and consequential damages, including bodily injury, property, punitive and exemplary damages and legal fees.

## 8. CLAIMS

- a) **Filing a Claim** – To initiate a claim, the Cardmember must notify the Insurer PRIOR to proceeding with any action or repairs and no later than forty-five (45) days from the date of loss or damage, by telephoning between 9:00 am and 8:00 pm, ET, Monday through Friday, or writing to:

**ELITE Insurance Company**  
1100 – 1125 Howe Street  
Vancouver, British Columbia V6Z 2Y6  
In Canada: 1 800 665-3088  
Elsewhere (Call Collect): 1 604 669-2626

A Cardmember's failure to give notice to the Insurer within forty-five (45) days from the date of loss or damage may result in denial of the related claim.

- 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 the Insurer.
- c) **Loss Report** – Under the Purchase Security, Lost Luggage, Delayed Luggage and Hotel/Motel Burglary Plans, upon notifying the Insurer of the loss, the Cardmember will receive a Loss Report and MUST fully complete, sign and return it to the Insurer within ninety (90) days from the date of loss. The Loss Report must include all details relating to the claim together with documents required by the Insurer to determine the Cardmember's eligibility for benefits under the Group Policy.
- d) **Purchase Security** – Under the Purchase Security Plan, the Cardmember will be required to complete the Loss Report and MUST include copies of the store receipt, *ScotiaGold Passport* VISA card charge slip, and *ScotiaGold Passport* VISA 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 the Insurer to determine the Cardmember's eligibility for benefits under the Group Policy.
- e) **Extended Warranty** – Under the Extended Warranty Plan, a Loss Report is NOT mailed to the Cardmember. Upon notifying the Insurer of the damage and PRIOR to proceeding with any repairs, a Cardmember MUST substantiate proof of purchase and coverage eligibility under the Group Policy by submitting ORIGINAL copies of the store receipt, *ScotiaGold Passport* VISA charge slip and/or *ScotiaGold Passport* VISA statement and Manufacturer's Warranty including a signed letter detailing the description of the Insured Item by brand, model and serial number (if applicable) and the facts giving rise to the claim. Upon receipt of the completed documentation, if the claim is eligible for coverage under the Group Policy, the Insurer 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.
- f) **Lost Luggage** – Under the Lost Luggage Plan, the Cardmember will be required to complete the Loss Report and MUST include copies of the Common Carrier ticket, the baggage claim ticket, *ScotiaGold Passport* VISA card charge slip and/or *ScotiaGold Passport* VISA statement, 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 the Insurer to determine coverage eligibility.
- g) **Delayed Luggage** – Under the Delayed Luggage Plan, the Cardmember will be required to complete the Loss Report and MUST include the *ScotiaGold Passport* VISA card charge slip and/or *ScotiaGold Passport* VISA 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 the Insurer.
- h) **Hotel/Motel Burglary** – Under the Hotel/Motel Burglary Plan, the Cardmember will be required to complete the Loss Report and MUST include copies of the *ScotiaGold Passport* VISA charge slip and/or *ScotiaGold Passport* VISA statement, a written statement from the Hotel/Motel confirming the date, time and details of the loss, police report if obtainable, and if not obtainable, the department, file number, address, contact name on the file, and telephone number, payout documentation from Other Insurance carrier if applicable, and any other information reasonably required by the Insurer to determine coverage eligibility.

## 9. 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 the Insurer, and copies of the payout documents from the Other Insurance carrier must be provided to the Insurer. 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 Group Policy by the Insurer is issued strictly as excess coverage and does not apply as contributing insurance. The coverage extended under the Group 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 Group Policy also provides coverage for the amount of the deductible under Other Insurance.**

## 10. 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.

## 11. BENEFITS CARDMEMBER ONLY

This protection shall inure ONLY to the benefit of the Cardmember. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits.

## 12. DUE DILIGENCE

The Cardmember shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected. The Insurer will not unreasonably apply this provision to avoid claims under the Group Policy. Where damage or loss is due to a malicious act, burglary, robbery, theft or attempt thereof, or is suspected to be so caused, the Cardmember shall give immediate notice thereof to the police or other authorities having jurisdiction. The Insurer will require evidence of such notice prior to settlement of a claim.

### 13. FALSE CLAIM

If a Cardmember makes any claim knowing it to be false or fraudulent in any respect, such Cardmember shall no longer be entitled neither to the benefit of protection of coverage under the Group Policy nor to the payment of any claim made under the Group Policy.

### 14. 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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