

Certificate of Purchase Security & Extended Warranty Insurance

Applicable only to Scotia Momentum® VISA* Cardholders

This Certificate of Insurance is effective when a Cardholder's Scotia Momentum VISA Card account is eligible for coverage any time after March 1, 2009. This Certificate provides the principal terms, conditions, limitations and exclusions of the provisions of Group Policy No. BNS020193 (herein called the "Policy"). The Policy alone constitutes the agreement under which benefits will be provided. The Policy is issued by Elite Insurance Company (herein called "Insurer") to The Bank of Nova Scotia (herein called the "Policyholder"). The Cardholder or a person making a claim under this Certificate may request a copy of the Policy by writing to the Insurer at the address shown below for Elite Insurance Company. Please read this Certificate carefully and keep it with your Scotia Momentum VISA Welcome Kit.

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

1. DEFINITIONS

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

Account means the up-to-date, unexpired and unrevoked Scotia Momentum VISA account of a Cardholder.

Cardholder means the primary Cardholder under a Scotia Momentum VISA Account and any additional Cardholder whose name is embossed on the card.

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.

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 Cardholder for loss or damage covered under the Group Policy and as further defined in Section 6 of this Certificate.

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

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. Repair or replacement will be limited to the original Purchase Price or the replacement price or \$10,000, whichever is the lesser. In the event that the Insured Item cannot be repaired or replaced, the Insurer at its sole option, may reimburse the Cardholder up to the lesser of the Purchase Price or \$10,000.

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 and mail, internet and telephone order items until received and accepted by the Cardholder.

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

3. EXTENDED WARRANTY

a) Coverage: The Extended Warranty Plan provides the Cardholder 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 Cardholder must send to the Insurer, legible and complete copies of the store receipt; the Scotia Momentum 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.

4. ADDITIONAL LIMITS OF LIABILITY AND EXCLUSIONS

a) Limits of Liability: There is a maximum per claim occurrence limit of \$10,000, and 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 Cardholder up to the Purchase Price or \$10,000, whichever is less. 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 numbers of damaged or stolen parts bear to the number of parts in the complete pair or set.

Insured Items the Cardholder gives as gifts are covered under both the Purchase Security and Extended Warranty Plans subject to compliance with the terms and conditions of the coverage offered hereunder.

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); including the failure of any aspect of any product, device or equipment to correctly read or interpret any date or combined date/time data; 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.

5. CLAIMS

a) Filing a Claim: To initiate a claim, the Cardholder 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 Cardholder'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 Cardholder 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 Cardholder MUST give immediate notice to the police or other authorities having jurisdiction. The Cardholder may be required to send at the Cardholder's expense and risk, the damaged Insured Item on which a claim is based, to an address designated by the Insurer.

c) Loss Report for Purchase Security: Under the Purchase Security Plan, the Cardholder will be required to complete the Loss Report and MUST include an original store receipt, the *Scotia Momentum* VISA charge slip if applicable, and *Scotia Momentum* 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 Cardholder's eligibility for benefits under the Group Policy.

d) Loss Report for Extended Warranty: Under the Extended Warranty Plan, a Loss Report is NOT mailed to the Cardholder. Upon notifying the Insurer of the damage and PRIOR to proceeding with any repairs, a Cardholder MUST substantiate proof of purchase and coverage eligibility under the Group Policy by submitting ORIGINAL copies of the store receipt, *Scotia Momentum* VISA charge slip and/or the *Scotia Momentum* 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 Cardholder containing an authorization to proceed with the necessary repairs and the particulars of the repair facility designated to complete the necessary repairs.

6. 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 will 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 Cardholder 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.**

7. SUBROGATION

As a condition to the payment of any claim to a Cardholder, the Cardholder shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. The Cardholder 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 Cardholder.

8. BENEFITS CARDHOLDER ONLY

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

9. DUE DILIGENCE

The Cardholder 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 Cardholder 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.

10. FALSE CLAIM

If a Cardholder makes any claim knowing it to be false or fraudulent in any respect, such Cardholder 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.

11. 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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