

# Flight Delay 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 March 1, 2008, and is provided to eligible ScotiaGold Passport *for business* VISA Cardmembers by **American Bankers Insurance Company of Florida** (hereinafter referred to as the "Insurer") under Group Policy number **BNS032008** (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 Group 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, ON M2N 7E9.

Claim payment and administrative services are arranged by the Insurer. The administrator for claim payment and administrative services is World Travel Protection Canada Inc. (hereinafter referred to as "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

**Account** means the ScotiaGold Passport *for business* VISA 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 who is also issued a ScotiaGold Passport *for business* VISA card and whose name is embossed on the card. Cardmember may also be referred to herein using "You" and "Your".

**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.

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

**Insured Person** means a Cardmember and, where specified, his or her Spouse and each Dependent Child and certain other eligible persons as outlined under the applicable benefit.

**Primary Cardmember** means the principal applicant for an Account who is a natural person, resident in Canada and is issued a ScotiaGold Passport *for business* VISA card by the Policyholder.

**ScotiaGold Passport *for business* VISA card** means the ScotiaGold Passport *for business* VISA card issued by the Policyholder.

**Spouse** means the Cardmember's legal husband or wife, or the person with whom the Cardmember has lived and publicly represented as his or her Spouse for at least one continuous year.

**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.

## 2. FLIGHT DELAY INSURANCE

For this benefit, Insured Person means the Cardmember, his or her Spouse and Dependent Child(ren) while travelling with the Cardmember or Spouse.

### Benefits

The Insurer will reimburse the Cardmember for all Insured Persons travelling on the same Trip if the confirmed scheduled flight departure from any airport is delayed by four (4) hours or more, for necessary and reasonable expenses incurred with respect to hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items (such as a magazine, paperback book and other such small items) within 48 hours of the delay or denied boarding, to a maximum of \$500 per Insured Person on the same Trip, provided that:

- (i) at least 75% of the full cost of the delayed flight was charged to Your Account on or after the effective date and/or paid with *Scotia Rewards* points;
- (ii) no alternative transportation is made available to the Cardmember within four (4) hours of the scheduled departure time of the original flight;

- (iii) delay of the flight was the result of strike by airline personnel, quarantine, civil commotion, hijack, natural disaster, inclement weather, mechanical breakdown or denied boarding due to overbooking; and
- (iv) the Cardmember provides the required proof of loss to the Insurer, including plane ticket(s) or the ScotiaGold Passport *for business* VISA sales receipt for the plane ticket(s), a written statement from the airline confirming and detailing the delay and itemized original receipts with respect to the necessary and reasonable expenses incurred for hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items.

This coverage is in excess of all other applicable valid insurance, indemnity, reimbursement or protection available to You in respect of the claim. The Insurer will be liable only for the amount of loss or damage over the amount covered under such other insurance, indemnity, reimbursement or protection and for the amount of any applicable deductible, only if all such other coverage has been claimed under and exhausted and subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

#### Limitations and Exclusions

The Insurer does not cover loss caused by or resulting from:

- (i) criminal or fraudulent acts of the Insured Person;
- (ii) war, whether declared or undeclared, civil war, insurrection, rebellion or revolution; or
- (iii) any warlike act by any government or military force.

#### How to Claim

In the event of a claim, contact *Scotia Assist* at **1 800 263-0997** from Canada and the United States, or **416-977-1552** locally or collect from elsewhere in the world.

### 3. 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.

#### Due Diligence

The Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss under the Policy.

#### Notice and Proof of Claim

Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these insurance benefits, notify *Scotia Assist*. You will then be sent a claim form.

Written notice of claim must be given to *Scotia Assist* as soon as reasonably possible after the occurrence or commencement of any loss covered by the Policy, but in all events, provided within 90 days from the date of such loss. Written notice given by or on behalf of the claimant or the beneficiary, with information sufficient to identify the Cardmember, shall be deemed notice of claim.

The completed claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within one 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 one year, Your claim will not be paid.

#### Payment of Claim

Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by the Insurer.

#### Subrogation

Following payment of an Insured Person's claim for loss, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss, and shall be entitled, at its own expense, to sue in the Insured Person's name. The Insured Person shall give the Insurer all such assistance as is reasonably required 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 Insured Person.

#### Termination of Insurance

Coverage ends on the earliest of:

- (i) the date Your Account is cancelled, 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 losses incurred after the Policy termination date will be paid, unless otherwise specified.

#### False Claim

If You make any claim knowing it to be false or fraudulent in any respect, You shall no longer be entitled to the benefits of this insurance nor to the payment of any claim under the Policy.

## 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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