



# ATB US DOLLAR MASTERCARD®

Benefits Guide

Cardholder Agreement

Certificate of Insurance and  
Travel Assistance Services



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# Pay US dollars (USD) for US purchases.

With your new ATB US Dollar Mastercard®, you now have access to:

**No exchange fees for USD purchases:** No confusion about spending. Your card is charged in USD, and USD appears on your statement.

**Purchase Assurance & Extended Warranty Coverage:** Eligible purchases made using your card are protected for 90 days against loss, damage or theft. Double the original manufacturer's warranty up to one additional year on eligible purchases. See page 23 for coverage details.

**Protect Yourself While Travelling:** When you use your ATB US Dollar Mastercard to purchase the full cost of common carrier travel, you have access to Common Carrier Travel Accident Insurance. Or when you rent a car with your ATB US Dollar Mastercard, you're covered with a car rental collision damage waiver. See page 23 for coverage details.

**Additional Cards at No Fee:** With no fee supplementary cards, you will have peace of mind knowing your family members always have access to credit.

**Contactless Payments:** Contactless technology lets you make everyday purchases quickly and safely with just a tap of your ATB US Dollar Mastercard.

**Zero Liability:** Your purchases are also protected with Mastercard Zero Liability, so you won't be held responsible if you have reported your card as lost or stolen.

If you have questions, we're here to make it simple—just call us at **1-800-332-8383**.

# ATB Financial Mastercard® Personal Cardholder Agreement

Effective October 05, 2021

This document, together with the Summary of Rates, Fees and Disclosures, makes up the **Agreement** and sets out all of the terms and conditions that apply to your ATB Financial Mastercard and your Card Account. You should read it carefully and keep a copy for your records. It's an important and useful document that outlines your responsibilities as a Cardholder and explains how your Card works, including how interest is calculated and how your payments are applied. It also details what you need to do if you think there is an error on your Statement or if your Card is lost or stolen.

While you received the Summary of Rates, Fees and Disclosures with your Card, it can (and does) change. If we change it, then we'll notify you as required by law. For a current copy of it, please visit us at **atb.com**

## 1. About this Agreement

### 1.1 Glossary (Legal definitions, but not written in Legalese)

When we use a capitalized word in this Agreement, it has a certain meaning, and that meaning is explained below. "You," "your" and "yours" always mean each Cardholder, and "we", "us", and "our" always mean ATB Financial even if not capitalized. If we use a capitalized word that's not listed below, then the first time we use it in the Agreement it will be in **bold** and the meaning will be explained there.

**Authorized User** means the person we issued a Card to at the request of the Primary Cardholder.

**Balance Transfer** means a transaction which would allow you to use your Card Account to pay all or part of an outstanding balance you owe on a credit, charge account or loan at another financial institution.

**Billing Period** means the days covered by your Statement.

**Card** means any physical, digital or virtual card, card number or other device or technology that we consider to be like a Card because it can be used to incur Charges on the Card Account, that is issued in the name of or to the Cardholder, and includes any additional, renewal, or replacement cards.

**Cardholder** means each Primary Cardholder and each Authorized User.

**Card Account** means the ATB Financial Mastercard account that we opened for and in the name of the Primary Cardholder. When you use your Card you incur Charges on your Card Account.

**Cash Advance** means an advance of cash that we authorize and that you can get by using a Card or Cheque including cash withdrawals and money transfers from an ABM, a financial

institution or any other place (like a casino). Cash Advance includes a bunch of other uses of your Card Account as well as “cash-like” transactions such as Balance Transfers, money orders, wire transfers, traveler’s cheques, purchase of lottery tickets (including home lottery tickets and lottery ticket subscriptions), gambling transactions (including online gambling), gaming transactions (including betting, off-track betting, race track wagers, and casino gaming chips), cryptocurrency transactions and investment transactions.

**Charges** means all amounts that get charged to the Card Account from using a Card or Cheque or from getting a Cash Advance, including the purchase price of goods and services, taxes, interest, service charges and any other amounts payable under this Agreement, including the Summary of Rates, Fees and Disclosures.

**Cheque** means a Mastercard cheque that we may issue on the Card Account at the request of the Primary Cardholder. It can be used to access the Card Account including to make Purchases.

**Credit Limit** means the maximum total amount of Debt that we’ll allow you (including all Authorized Users) to borrow and that can be outstanding and unpaid at any time in the Card Account.

**Debt** means all amounts owing on the Card Account including all Charges, whether or not they have been posted to the Card Account.

**Good Standing** means that the Card Account is not past due, over the Credit Limit or suspended, and you have fully complied with your obligations under this Agreement.

**Minimum Payment Due** means the minimum amount you must pay by the Payment Due Date each month, as shown on your monthly Statement.

**New Balance** means the total amount you owe on your Card Account as of the Statement Date. It does not include the amount of any pending transactions that did not post to the Card Account by the date the Statement was prepared.

**Payment Due Date** means the date each month by which at least the Minimum Payment Due on the Card Account must be paid.

**PIN** means the 4-digit personal identification number that you use to complete transactions with your Card.

**Pre-authorized Payment** means a transaction where you give instructions and permission to a merchant ahead of time to Charge your Card Account (like for gym fees).

**Primary Cardholder** means each person who applied for the Card or was added as an additional Primary Cardholder by the original Primary Cardholder after the Card Account is opened.

**Purchases** mean transactions to purchase goods or services on your Card Account.

**Security Credential** includes a PIN, password, or other Cardholder security credential.

**Statement** means your periodic billing statement that lists all of the transactions made from your Card Account during the Billing Period and shows how much you've spent, paid back and continue to owe to us.

**Statement Date** means the last day of your Billing Period.

**Summary of Rates, Fees and Disclosures** means the document that summarizes the terms, conditions and fees that apply to the use of your Card and Card Account.

## 1.2 Your Agreement with Us

Once you activate your Card or use your Card Account in any other way, it means that you understand this Agreement and that you agree to everything in here. If there's anything in here that you're not sure about, you can always give us a shout and we'd be happy to explain it. **If you don't want to be bound by this Agreement, then don't use the Card or Card Account. In fact, you need to cut all of the Cards through the chip or destroy the Cards in some other way and delete any electronic version of your Card or Card information.**

If you are an existing customer, and this is a replacement cardholder agreement, this becomes your new cardholder agreement, but any separate terms that you've agreed to (like for balance transfers or promotions), and the most current Summary of Rates, Fees and Disclosures, continue to apply.

## 1.3 Responsibility for the Debt

Only the Primary Cardholder is responsible to repay the Debt to us, including all Debt incurred by any Authorized Users. If there is more than one Primary Cardholder, then any time we say "Primary Cardholder" in this Agreement, we are referring to all of them. And where there is more than one Primary Cardholder, each Primary Cardholder is jointly and severally liable with each other Primary Cardholder(s) to repay all amounts owing under this Agreement. This means that each Primary Cardholder is responsible on their own for the entire Debt, and together with the other Primary Cardholder(s) for the entire Debt regardless of who incurs the Debt.

The Primary Cardholder can incur a Debt even if:

- the Credit Limit is exceeded;
- the Card is used after its expiry date;
- the Card Account is used after it has been restricted or closed;
- Statements are sent only to one Primary Cardholder and not to each Primary Cardholder.

While Authorized Users are allowed to make transactions from the Card Account, Authorized Users are not liable for any amounts owing under this Agreement.

## 1.4 Authority and Instructions

If there is more than one Primary Cardholder, we'll consider each Primary Cardholder as having the authority to act for each other Primary Cardholder. This means that we can take instructions from any one Primary Cardholder without dealing with the others. The only exception to this is for Credit Limit increases – we need the consent of all Primary Cardholders for that.

## 2. Card Account and Card Issuance

### 2.1 Account Opening and Card Issuance

We'll open a Card Account in the name of the Primary Cardholder and issue a Card to the Primary Cardholder (one each, if there's more than one).

If the Card Account is in Good Standing, we'll issue renewal and replacement Cards to Cardholders from time to time unless any Cardholder asks us not to.

### 2.2 Authorized Users

The Primary Cardholder may add or remove Authorized Users by contacting us. We have to approve each Authorized User and we may limit the total number of Authorized Users you can add.

When an Authorized User activates their Card or uses the Card Account in any other way, the Authorized User agrees to be bound by this Agreement, except that Authorized Users will not be responsible for payment of the Debt to us.

Authorized Users may view, obtain or be provided with Card Account information, including transactions made by any Cardholder using the Card Account as well as the available credit.

Authorized Users can change their own information on the Card Account or request a replacement Card, but they don't get required legal notices or disclosures and they can't:

- give any instructions to us about the Card Account;
- ask us to issue more Cards;
- request or consent to a Credit Limit increase; or
- ask us to close the Card Account.

### 2.3 Card Ownership

All Cards belong to ATB Financial at all times. You can use the Card issued to you like it's yours as long as you remember to follow the rules in this Agreement, including that you can't assign (legally transfer) the Card, the Card Account, or this Agreement to any other person. We can ask you to return the Card to us at any time (which you must do right away).

### 2.4 Cheques

If we provide Cheques, it's your job to keep them in a safe place. If any Cheques are ever lost or stolen, you must let us know right away by calling us at 1-800-332-8383.

Don't forget that if you use a Cheque to withdraw an amount from the Card Account, it's a Cash Advance. We cannot stop payment on any Cheque you write. We have the right to refuse to honour any Cheque and to refuse any request to give you Cheques at any time. All unused Cheques must be returned to us when we ask.

## 2.5 Credit Limit

When we open the Card Account, we'll tell you what the Credit Limit is and the current Credit Limit will be on each Statement.

We can lower the Credit Limit at any time and for any reason without telling you ahead of time (even if you are in Good Standing). The Primary Cardholder can ask us to change the Credit Limit at any time. We must approve any requested increase and we will only increase the Credit Limit with permission from all Primary Cardholders.

You can't use your Card to go over the current Credit Limit. However, if we approve a transaction that makes you go over your Credit Limit (we do that sometimes, but we're not required to), the Primary Cardholder must pay us back the amount that you've gone over, as soon as we ask, plus any over limit fee that applies (check the Summary of Rates, Fees and Disclosures).

We can put limits on the portion of your Credit Limit that can be used for Cash Advances. If there's a Cash Advance limit, this is still part of the total Credit Limit for the Card Account (it's not extra or separate). You can call us at any time to find out if there's a current Cash Advance limit. We can also set a daily limit for Cash Advances made from an automated banking machine (**ABM**). We set these limits for your protection and ours and we can change those limits without telling you.

If you go over your Credit Limit, we can prevent you from using the Card and Card Account until the Debt for the Card Account is back under the Credit Limit. If you reach the Cash Advance limit, we can stop you from making Cash Advances until you make payments that reduce the portion of the outstanding Debt that relates to Cash Advances. Not all payments will be used to pay down Cash Advances (even if you ask us to apply your payment that way) – check the section below called "How We Apply Payments".

With some kinds of Purchases (such as "Pay at the Pump" gas, hotels or car rentals), merchants may pre-authorize an amount that is more than the Purchase price. A pre-authorization places a 'hold' on the amount and reduces your available credit by the same amount for up to ten days (we don't have any control over the hold period), even if the Purchase price is lower or you don't receive the goods or services until a later date.

## 2.6 Security Credentials

We may provide Security Credentials or other Card Account information that allows you to use your Card and Card Account. If there is more than one Primary Cardholder, we may allow each



Primary Cardholder to choose a separate password (each a **Cardholder Password**) to access the Card Account.

You can (and should) change the PIN and other Security Credentials that apply to your Card. The Primary Cardholders can also change a Cardholder Password. We'll tell you how to make these changes at the time you make the change (our procedures change some times). Changes will only be effective after we have updated our systems.

## 2.7 Protecting Your Card and Security Credentials

Protecting the security of the Card and Card Account is very important. Each Cardholder is responsible for the care and control of the Card, Card number, three-digit security code, Security Credentials, Cheques and other Card Account information (we'll refer to all of this as your **Card Information**). If someone uses your Card Information to use your Card or Card Account, the Primary Cardholder will be fully responsible for all Debt that results from such use, even if the Card Information is used by someone else without permission (there are some exceptions to this – check section 7 below).

You agree to take all reasonable steps to protect your Card Information against loss, theft or unauthorized use. This means that, at a minimum, you will:

- Keep your Security Credentials safe by keeping them private. Don't share them with anyone and don't allow anyone to use your Card, not even your mom or significant other. No one.
- Keep your Security Credentials, and other Card Information, separate from your Card at all times.
- Avoid choosing a PIN that can be easily guessed by others - so, don't use things like your birthday, phone number or combinations that are easy to remember, like 1-2-3-4 or 7-7-7-7.
- Memorize your PIN instead of writing it down.

## 3. Using the Card

### 3.1 How It Works

The Card can only be used by the Cardholder in whose name it has been issued to. You agree to only use your Card and the Card Account in a legal manner and for personal purposes, and only as allowed under this Agreement.

You can use the Card and Cheques (if you have Cheques) to make Purchases or Cash Advances. These all get charged to the Card Account.

Bill payments made by pre-authorized charges to your Card Account or using a merchant's digital platform will be treated as Purchases.

You can use the Card at a merchant's point of sale or online, over the phone, any other electronic means or for mail order. In all cases, it's the same as if you presented your Card at a store.

We'll record (or "post") on the Card Account all Purchases and Cash Advances made using a Card or Cheque, as well as all other Charges, credits, and adjustments.

### 3.2 Problems with Merchants

If you have a problem with something you bought using your Card or Card Account, unfortunately, we can't help you fix the problem and we can't reverse the Purchase without the merchant's credit voucher. You'll have to work out the issue directly with the merchant and you have to still pay all amounts owing on your Card Account while you go through that process.

### 3.3 Using Your Card for Transactions that are in a Different Currency

We may allow transactions in a currency that is different from the currency in which your Card was issued (**Foreign Currency**) but we will still bill you in the currency of your Card for all transactions. For example, for Canadian Dollar Cards, we'll post all Charges to the Card Account in Canadian Dollars and, for US Dollar Cards, we'll post all Charges to the Card Account in US Dollars.

If you use your Card for a Purchase or Cash Advance in a currency other than the currency of your Card, we'll convert those Foreign Currency transactions to your Card's currency using the rate of exchange of Mastercard International Incorporated (**Mastercard**) applicable at the time the transaction is presented to Mastercard for processing.

The Mastercard conversion rate changes regularly to reflect the foreign exchange market, but you can obtain the current rate by calling us at 1-800-332-8383. The Mastercard conversion rate included on the Statement on the date that a transaction is authorized may not be the same as the conversion rate that was in effect on the date that the Purchase, Cash Advance or credit was made.

Just so we are clear, to do the conversion, we, or our service provider, will charge you the Mastercard conversion rate PLUS a foreign currency conversion fee (**Foreign Currency Conversion Fee** – see the Summary of Rates, Fees and Disclosures). The Foreign Currency Conversion Fee will be added to the converted amount for both Purchases and Cash Advances.

If a Foreign Currency transaction is refunded to the Card Account, the amount credited will be converted into your Card's currency using the conversion rate set by Mastercard at the time the refund transaction is presented for processing, and our Foreign Currency Conversion Fee will be added to the converted amount. The Mastercard conversion rate used for the refund may not be the same rate used when the original Purchase was presented for processing, so the refund may be for a different amount than your original Purchase. In that case, you will be

responsible for the difference and you agree that we are not responsible for any loss you suffer because of any rate changes.

This is really important for you to know - the rate that we use for each Foreign Currency transaction or credit that we need to convert to your Card's currency includes both the Mastercard conversion rate and our Foreign Currency Conversion Fee. The rate will be included on your Statement for the Billing Period in which the Foreign Currency transaction was conducted, so please look for it there.

### **3.4 Pre-authorized Payments**

Any Cardholder can set up Pre-authorized Payments directly with a merchant. The Primary Cardholder is responsible for all Pre-authorized Payments charged to the Card Account, including:

- (a) those pre-authorized by any Authorized User;
- (b) those charged to the Card Account after:
  - (i) this Agreement ends;
  - (ii) a Card is cancelled; or
  - (iii) the Card Account is closed.

If you have set up Pre-authorized Payments and a Card or the Card Account is cancelled or closed, you have to let any merchants know. If you want to stop a Pre-authorized Payment you have to give written notice to the merchant before the payment is charged to your Card Account. Depending on your agreement with the merchant, we may not be able to stop the Pre-authorized Payments. Check your Statements to make sure the Pre-authorized Payments have actually been stopped.

Some merchants may register with Mastercard to receive automatic updates about your Card Account, like if your Card number or expiry date changes. If you want to stop merchants from getting these automatic updates, you have to contact us at 1-800-332-8383. But not all merchants register to receive this service from Mastercard, so if there are changes to your Card Account, make sure you still update merchants where you have set up Pre-authorized Payments.

### **3.5 Optional Features and Benefits**

Different types of Cards come with different features some of which are available at an extra cost to you. If these optional services are available with your Card Account or Cards and you opt into the service, we will send you a separate document that tells you about any extra terms and conditions that apply to those services. If you use the Card after you get a copy of those extra terms, then you agree to be bound by those terms (including any changes made to those terms) and you cannot refuse to pay us any amount charged to the Card Account for those benefits or services.

If the benefits or services are provided by third parties and not by us, then the terms set by those third parties will apply and may be changed or cancelled with or without notice. We're not

liable for third party providers in any way and, if you have any issues with anyone providing the benefit or service, you have to settle it with them directly.

### 3.6 Promotional Offers

We may make special offers to you from time to time, like promotional interest rates for a limited period of time.

Special offers will come with their own terms and conditions. If you accept an offer, the separate offer terms and conditions will apply as well as this Agreement. When the promotion expires or if the Card Account is not in Good Standing, the special offer terms will end and this Agreement will continue to apply.

### 3.7 Balance Transfers

We will only allow a Balance Transfer if there is enough available credit in the Card Account to cover the Balance Transfer and any applicable fees. You should keep in mind that all Balance Transfers are Cash Advances (meaning interest is charged at the Cash Advance rate starting on the date of the transfer (no grace period). If we approve a Balance Transfer, the Cash Advance fee applies (check the Summary of Rates, Fees and Disclosures). But, if the Balance Transfer is approved at a promotional interest rate, then the promotional Balance Transfer fee applies instead of the Cash Advance fee (check the Summary of Rates, Fees and Disclosures). You cannot instruct a stop payment on a Balance Transfer, and even if we approve a Balance Transfer and process it quickly after we receive the request, we don't control when the receiving financial institution (called the **Payee**) will credit your account with the Balance Transfer amount. We are not responsible for any charges the Payee imposes related to the Balance Transfer, any delays in paying the Balance Transfer or for anything else that involves your account with the Payee.

## 4. Interest

### 4.1 Interest Rates

Different rates of interest may apply to different types of transactions. Annual interest rates are shown on the Summary of Rates, Fees and Disclosures, and we may offer promotional interest rates to you from time to time.

The current rates that apply to the Card Account will appear on each Statement.

#### Grace Period for New Purchases and Fees

We don't charge interest on new Purchases or fees appearing on a Statement for the first time if you pay your entire New Balance (not only your Minimum Payment Due) each month by the Payment Due Date.

This means that you will get an interest-free "**Grace Period**" on new Purchases and fees of at least **21 days** if your entire New Balance is paid in full by the Payment Due Date on your Statement.

If we don't receive payment of your entire New Balance by the Payment Due Date for that Statement, you will be charged interest on new Purchases and fees starting on the transaction date, as well as on any other Charges that appear on your Statement that weren't previously paid (including all previously accumulated interest), until you do pay off your entire New Balance.

#### Cash Advances and Charges from Previous Statement

Cash Advances and Charges are treated differently from new Purchases and fees – they never benefit from a grace period.

We always charge interest on:

- (a) Cash Advances (including Cheques and Balance Transfers) starting on the date that the Cash Advance is recorded on the Card Account (as indicated by the post date on the Statement); and
- (b) all other Charges (including all accumulated interest) shown on the Statement which also appeared on the last Statement.

If interest applies, it will continue to be charged until the interest-bearing amounts are paid in full – not all payments will be used to pay down interest-bearing amounts (even if you ask us to apply your payment that way) – check the section below called “How We Apply Payments”. If necessary, interest will continue to be charged even after we get a judgment against you.

#### **4.2 How We Calculate Interest**

For each day in a Billing Period, we calculate the interest owing separately for Purchases, Charges and Cash Advances by:

- (a) multiplying the total daily interest-bearing balance of each category of transactions (Purchases, Charges and Cash Advances) on the Card Account at the end of each day by the annual rate of interest for each category of transaction that's in effect for that day (each category may have different interest rates);
- (b) for each category, dividing that amount by the actual number of days in a year; and
- (c) adding up the interest owing that day for each category (interest on Purchases + interest on Charges + interest on Cash Advances).

For each Statement, in order to figure out how much interest you owe, we add up all the daily interest charges for each day in the Billing Period. Even though interest is calculated daily, we only add it to your Charges on the Statement Date.

Interest that is charged to the Card Account will be compounded monthly. This means that if you don't pay off all of the interest that was charged in one Billing Period, that interest will form part of your New Balance on the Statement for your next Billing Period, and you will be charged interest on that interest.

## 4.3 Changes to Interest Rates

### Changes from Standard and Default Rates

If you don't pay at least the Minimum Payment Due by the Payment Due Date shown on your Statement, the annual interest rates that apply to Purchases and Cash Advances could go from a standard rate to a default rate. If this happens, the higher (default) annual interest rate shown in the Summary of Rates, Fees and Disclosures will apply until you pay at least the Minimum Payment Due by the Payment Due Date for the required number of Billing Periods indicated in the Summary of Rates, Fees and Disclosures, and then you will go back to the standard rate. When your rate changes, the new rate will take effect on the first day of the next Billing Period.

### Changes to Prime Lending Rate

If the annual interest rate that applies to the Card Account is based on our prime lending rate, then the annual interest rate:

- (a) will change automatically (without telling you ahead of time) on the same day that our prime lending rate changes; and
- (b) will apply retroactively to the first day of the Billing Period in which the change in rate occurred (this means that even if the change in rate happens in the middle of the Billing Period, the changed rate will apply to any transactions made starting on the first day of that same Billing Period).

### Changes to Applicable Interest Rates

We may change our interest rates from time to time (like change our standard rate or our default rate) and we'll let you know about those types of changes (ahead of time, if required by law).

## 5. Statements

### 5.1 Monthly Statements

We will issue a Statement every month that covers your Billing Period, but we won't send you a Statement if there hasn't been any activity on your Card Account during a Billing Period, and there's nothing owing on your Card Account.

Statements will normally be issued every 4 to 5 weeks unless the Primary Cardholder asked for a change to the Statement Date. If you don't receive a Statement, it's up to you to contact us to get the Statement information. You have to pay at least your Minimum Payment Due by the Payment Due Date for each Billing Period, even if your monthly Statement is late or even if you don't receive it.

### 5.2 Tell Us About Statement Errors

You must check each Statement carefully to make sure there are no mistakes. If you find an error you are responsible for telling us. If we don't hear from you within 30 days from the Statement Date, then we'll assume the Statement is correct and that our

records are accurate (and we don't have to correct any mistakes you point out later). We always have the ability to correct any amount that has been credited to the Card Account or any errors relating to Charges that didn't appear on the Statement.

## 6. What You Owe

### 6.1 Making Payments

The Primary Cardholder must pay at least the Minimum Payment Due by the Payment Due Date for each Statement.

The Minimum Payment Due will be shown on each Statement and will be equal to:

- (a) \$10.00 plus all interest and fees on your Card Account that have not been paid yet; PLUS
- (b) any amount that goes over the Credit Limit or any amount that is overdue, whichever is greater.

If the New Balance on the Statement is less than \$10.00, then the New Balance will be the Minimum Payment Due and all of it must be paid by the Payment Due Date.

Any amounts that go over the Credit Limit must be paid right away (whether or not a Statement telling you that you went over your Credit Limit was given to you).

If you don't pay the Minimum Payment Due by the Payment Due Date for any Statement, you could lose any promotional offers that you have on your Card Account.

We may waive the requirement to pay the Minimum Payment Due for a certain Billing Period and we'll tell the Primary Cardholder ahead of time, but even if we do waive a payment, interest will continue to apply at the annual interest rate(s) and will be charged for that Billing Period.

You have to pay all amounts you owe to us under this Agreement in the currency in which your Card was issued. For Canadian Dollar Cards, all amounts you owe under this Agreement must be paid in Canadian Dollars; for US Dollar Cards, all amounts you owe us under this Agreement must be paid in US Dollars.

All payments must be made in a form that we accept – payments made by a cheque or money order must be drawn on a Canadian bank or other financial institution.

You can make payments to us at any time and when you make a payment, we will credit it to the Card Account as soon as it is processed by us. But this takes a bit of time and you have to make sure you choose a payment method that gets the payment to us on time to be credited by your Payment Due Date (some methods may take several days). You're responsible for paying on time even if there is a disruption or delay, like a postal strike or a systems outage.

If you make a payment that doesn't clear (like a bounced cheque), if we already credited your Card Account, we'll reverse

the credit and you will still owe us the amount of the payment, and we'll continue to charge interest (if applicable) until it is paid.

## 6.2 How We Apply Payments

When you make a payment to your Card Account, we will apply it in a specific order, as explained in this section. For payments you make towards paying down the New Balance, first we will take the entire balance and group the Charges together into different categories (based on the interest rate that applies to them) - all items with the same interest rate (such as Purchases) will be put together in the same group. Then, starting with the category that has the highest interest rate and then to the other categories of Charges in descending order based on their interest rate (meaning that payments are applied to Charges with the highest rate first and Charges with the lowest rate last), we will distribute the payments to the different types of Charges on your Card Account in the following order:

- (a) first to interest charges;
- (b) then to creditor insurance;
- (c) then to any fees that are payable (like annual fees, over limit fees or Cash Advance fees);
- (d) then to Balance Transfers;
- (e) then to other Cash Advances (including Cheques);
- (f) then to Purchases; and
- (g) then to disputed items.

For each category of Charges with the same interest rate, if there is more than one transaction or Charge for any of the items above, then we will split the payment proportionally between the items.

If you have paid more than your New Balance, we will apply the extra payment to Charges that have not yet appeared on your Statement, but which have been posted to your Card Account, in the following order (unless we tell you that we will apply the extra payment in a different way):

- (a) first to Purchases;
- (b) then to Balance Transfers;
- (c) then to other Cash Advances (including Cheques);
- (d) then to disputed items; and
- (e) then to Cash Advance Fees and any other Fees.

If you have a credit on your Card Account, we'll apply the credit towards future Charges posted to the Card Account in the order that they are posted, until the credit is used up.

## 6.3 Credits From Returned Purchases

If you return a Purchase that you made with your Card and the merchant issues you a credit, we will credit the Card Account for that amount. Credits will only affect the daily interest-bearing



balance if the transaction was posted to the Card Account. So if we don't receive the credit before we add the related Charge to the Statement, the Primary Cardholder must make the payment based on the balance shown on the Statement, even if the balance is higher than you expected it to be because a credit is expected. If we charge interest on the Card Account because of a transaction that we later receive a credit for, we will not refund the interest charged.

Even though we don't have to, if we credit the Card Account, all of your rights and claims related to the credit are automatically assigned (legally transferred) to us. You agree to sign any documents we ask you to that relate to this assignment.

#### **6.4 Credit Balances**

A credit balance occurs when payments or credits made to the Card Account are more than the amount owing on the Card Account. We don't pay interest on credit balances in the Card Account because they are not "deposits". This means that they are not protected by the Province of Alberta, the Canada Deposit Insurance Corporation, or any other government deposit insurer or agency that protects deposits.

If you have a credit balance in the Card Account and you don't use or access the Card Account for a period of time, it may become inactive and we may charge you an inactivity fee, as set out in the Summary of Rates, Fees and Disclosures. If the Card Account is considered to be unclaimed or abandoned under applicable unclaimed property laws, we may have to turn over the credit balance in the Card Account to the government after a certain period of time. We will give you notice of this as required by applicable law.

### **7. Use by Someone Else Without Your Permission (Unauthorized Use)**

If you notice or suspect that any Card Information is lost or stolen, contact us right away by calling our toll-free number at 1-800-332-8383. Once you tell us about the loss or theft, the Primary Cardholder won't be responsible for any transactions made using the Card or Card Account without permission if those transactions happen after you tell us.

The Primary Cardholder also won't be responsible for Charges on the Card Account if someone uses your Card Information without permission, as long as we determine for ourselves that the following **Zero Liability Conditions** are met:

- (a) you used reasonable care to protect your Card Information against loss, theft, or from use by someone else without your permission (including that you followed the safeguards set out in section 2.7) and you were not part of the reason why your Card or the Card Account was used by someone else without permission; and

- (b) you told us about the loss or theft of your Card Information right away after becoming aware of it.

If the Zero Liability Conditions are not met, then for any Charges on the Card Account that take place before you tell us about the loss or theft of your Card Information, the Primary Cardholder will be responsible to us as follows:

- (a) for Purchases or Cash Advances charged to your Card Account, other than those made using your PIN or other Security Credential at an ABM, the liability for all Debt on the Card Account resulting from such unauthorized use will be up to a maximum of \$50.00;
- (b) if any Cheques that we have provided to you are lost or stolen, the liability will be for all Debt incurred using the lost or stolen Cheques; and
- (c) for Cash Advances charged to your Card Account using your PIN or other Security Credentials at an ABM and all applicable Fees for ABM transactions, the liability for all Debt on the Card Account resulting from such unauthorized use will be for the full amount.

## 8. Termination

### 8.1 Ending this Agreement

The Primary Cardholder can end this Agreement at any time by giving us written notice or by calling us at 1-800-332-8383.

We can suspend or restrict the use of any Card and the Card Account, reduce the Credit Limit, or close the Card Account at any time without telling you ahead of time, including if:

1. the Primary Cardholder fails to pay:
  - (i) the Minimum Payment Due for a Billing Period before the Payment Due Date on the Statement; or
  - (ii) any other payment when due under this Agreement;
2. any Primary Cardholder becomes insolvent or bankrupt, or a petition in bankruptcy is filed; or
3. any Cardholder doesn't comply with this Agreement or any other agreement with us.

If things aren't working out, and for whatever reason either your Card Account is suspended or cancelled or either of us (you or ATB Financial) end this Agreement:

- (a) your benefits, services and coverages will automatically end;
- (b) all Cards must be destroyed or returned to us;
- (c) we are not obligated to advance any more money or credit to you; and
- (d) you are responsible for telling anyone who you have authorized to charge transactions to the Card Account (like if you have set up Pre-authorized Payments).

Even though a Card Account may be closed, we'll still issue a Statement and this Agreement will remain in effect until the Debt is fully paid or we notify you otherwise. If there is more than one Primary Cardholder, each Primary Cardholder will continue to be jointly and severally liable with each other Primary Cardholder for all Debt, including all amounts charged to the Card Account before the Card is deactivated and any Pre-authorized Payment arrangement(s) that can still be charged to the Card Account.

## 8.2 Our Rights

If you don't keep your promises or follow the rules of this Agreement or if this Agreement ends (for whatever reason), or if we suspend or cancel the Card Account, and even though we have other rights under this Agreement, we have the right to do any one or more of the following:

- (a) deduct any amounts owed to us from any of the accounts any Primary Cardholder holds with us, including any joint accounts with others;
- (b) cancel all Cards which means you must destroy all Cards and Cheques; and/or
- (c) enforce any security that we may have taken to secure your obligations under this Agreement.

The Primary Cardholder agrees to pay, on demand, all expenses, costs and disbursements that we need to spend to enforce this Agreement. This includes any legal costs that we incur in collecting or attempting to collect any payment or amounts owed to us.

## 9. Personal Information and Privacy

We take your privacy very seriously. That's why we are so committed to protecting your personal information and keeping it private. When you ask us to send you a Card and use our products or services you acknowledge that we will collect, use and disclose your personal information as outlined in our Privacy Statement. For more details about our commitment to protecting our customers' privacy you can check out our Privacy Code or you may reach out to a member of our privacy team at **PrivacyOfficer@atb.com**. You can get a copy of our Privacy Statement and Privacy Code at **atb.com**, from an ATB Financial branch, or by calling 1-800-332-8383.

If you are an Authorized User, you acknowledge that we may share your personal information with the Primary Cardholder for the purposes described in the Privacy Statement, but we will not share your Security Credential with the Primary Cardholder.

If you are a Primary Cardholder, you acknowledge that we may give an Authorized User information regarding the Card Account including about transactions made on the Card Account without clearing that with you first, but we will not share your personal information or Security Credential with an Authorized User.

You should also know that we use service providers in the United States of America to manage your Card Account, including for incentives or rewards programs that we may offer to you with your Card Account. For details, you can visit [atb.com/outofcanada](https://atb.com/outofcanada)

## 10. The Really Really Legal Stuff

### 10.1 Changes to this Agreement

We can change any of the terms of this Agreement any time including the Summary of Rates, Fees and Disclosures, how your Card or the Card Account works, or features that may be included, added, or removed from your Card.

If we make any changes, we'll tell the Primary Cardholder of the change after the change takes effect, unless we are required by law to provide notice of the change ahead of time. If there is more than one Primary Cardholder, we'll send this notice only to the Primary Cardholder that's listed first in your application for the Card (**the Designated Primary Cardholder**).

If the Card Account is used or any Debt remains unpaid after the date of the notice of the change, then you agree to the change which may apply to the outstanding balance on your Card Account and to new transactions.

### 10.2 Legally Transferring this Agreement to Someone Else (Assignment)

We may assign (legally transfer) our rights and obligations under this Agreement at any time to a third party, without telling you ahead of time. If we do, we may share information about you and the Card Account to anyone that we assign our rights to as long as they agree to keep the information secret and not tell anyone else.

### 10.3 Notices and Changes in Contact Information

We will send the Agreement, Statements, and any other required notices to the Primary Cardholder, or to the Designated Primary Cardholder where there is more than one Primary Cardholder. If we provide any information to the Designated Primary Cardholder, we'll assume the information will be shared with the other people that need to know. If you ever want to change the Designated Primary Cardholder, or have any communications sent to each Primary Cardholder, just let us know and we'll take care of that. We'll always use your email address, mailing address or other contact information maintained on your Card Account, so if you move or change your contact information, make sure you let us know right away so we can update your information.

If we send you or post any information electronically, we will assume you have received it on the date on which we told you that it was sent or posted.

If we send you a paper copy of any document, we will assume you have received it on the 5th day after mailing.

We may contact the Primary Cardholder or an Authorized User using any contact information you provide (including by mail, email or text) or electronically through our digital services, to provide you with fraud alerts or other notifications about your Card Account, like if we think a transaction may be fraudulent, or if you miss a payment. We may ask you to respond to these notifications and if you don't respond, a suspicious transaction may be declined or your Card Account may be suspended until we can reach you.

Any notice that needs to be given to us under this Agreement must be directed to our address or through our electronic communications platform – you can find our contact information on your most recent Statement.

#### **10.4 Not Giving Up Our Rights**

Just because we don't do something we are allowed to do under this Agreement doesn't mean that we cannot or will not exercise those rights in a future situation, whether similar or not.

#### **10.5 Unenforceable Sections of this Agreement (Severability)**

If a court determines that any part of this Agreement is not enforceable, we'll treat that part as if it wasn't part of the Agreement but the rest of this Agreement will apply.

#### **10.6 Limitation Period**

By accepting this Agreement, you agree that the limitation period for actions in debt that can be taken under this Agreement is extended to 6 years from the date that the default should have been discovered by us.

#### **10.7 Limits on our Responsibility**

We will always try to work with you to resolve any issues you may be having with the Card or Card Account. But we will not be responsible for any problems with any goods or services you purchase from a merchant using the Card or Cheques, even if you are unhappy with the quality of the goods or services, or if they are not what you expected. We're also not responsible for any losses that happen from your use of the Card or Card Account, or because you provided someone else the Card Information.

**We will never be responsible for any damages (including damages that are legally referred to as "special, indirect, or consequential"), and any loss of profits and revenues:**

- (a) that happen because of the use of, or in connection with, a Card, Card Information, Card Account, or this Agreement;**
- (b) if any merchant refuses to accept the Card, does not accept Cheques, or for any other problems you might have with any merchant;**
- (c) if Card privileges or your Card Account is suspended or cancelled;**

**(d) if we refuse certain transactions because we suspect the Card or Card Account is being used improperly or without your permission or for any other reason; or**

**(e) if a Card is not accepted or it doesn't work properly when you try to use it.**

These limitations apply to us and to any other person who acts on our behalf under this Agreement, whether the act or failure to act gives rise to a cause of action in contract, tort, statute or any other legal doctrine.

### **10.8 Law that Applies**

If we disagree about anything in this Agreement or about your Card or Card Account, and we go to court, it will be a court in Alberta and the court will follow the Alberta law and the federal laws of Canada that apply in Alberta in deciding how to apply the rules of this Agreement to resolve our disagreement.

For US Dollar Cards, if you owe us a Debt in US Dollars and we get a judgment against you and the Alberta court grants the judgment in Canadian Dollars, you agree to pay us an amount in Canadian Dollars in satisfaction of that US Dollar Debt. The judge will use an exchange rate in place on the date of the judgment to determine the amount due to us in Canadian Dollars. If on the date that you actually pay us, the amount of the judgment in Canadian Dollars is no longer equivalent to the Debt that was due in US Dollars because the exchange rate has changed, you promise to pay us the difference.

### **10.9 Contact Number**

For any questions about your Card Account, the Primary Cardholder can call us toll-free at 1-800-332-8383.

## Certificate of Insurance

Amended and Restated: October 04, 2022

### ATB US Dollar Mastercard®

## American Bankers Life Assurance Company of Florida and American Bankers Insurance Company of Florida

### IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL

Your credit card includes travel coverage – what's next?

We want you to understand (and it is in your best interest to know) what your Certificate of Insurance includes, what it excludes, and what is limited (payable but with limits). Please take time to read through your Certificate of Insurance before you travel. Capitalized terms are defined in this Certificate of Insurance.

- Travel insurance covers claims arising from sudden and unexpected situations (i.e.: accidents and accidental bodily injuries).
- To qualify for this insurance, you must meet all the eligibility requirements.
- This insurance contains limitations and exclusions (e.g.: pregnancy, high risk activities, use of alcohol, etc.).
- In the event of a claim your prior medical history may be reviewed.

### IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. IF YOU HAVE QUESTIONS, CALL 1-866-305-0888.

This Certificate of Insurance contains a clause which may limit the amount payable. Additionally, this Certificate of Insurance contains a provision removing or restricting the right of the Insured Person to designate persons to whom or for whose benefit insurance money is payable.

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 below 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 December 1, 2014, and is provided to all eligible ATB US Dollar Mastercard Cardholders and, where specified, their eligible Spouses and Dependent Children.

Common Carrier Accidental Death and Dismemberment, Purchase Assurance and Extended Warranty are insurance

coverages underwritten by American Bankers Life Assurance Company of Florida and/or American Bankers Insurance Company of Florida (hereinafter collectively referred to as the "Insurer") under Group Policy number ATBUL122014 and Group Policy number ATBU122014 (hereinafter collectively referred to as "the Policy") issued by the Insurer to ATB Financial (hereinafter referred to as the "Policyholder"). Travel Assistance Services are services provided by the Insurer and included in the Policy. The above insurance coverages and service are hereinafter collectively referred to as the "Coverage".

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 of Insurance may request a copy of the Policy and/ or a copy of your application for this Coverage (if applicable) by writing to the Insurer at the address shown below.

In no event will a corporation, partnership or business entity be eligible for the Coverage provided by this Certificate of Insurance.

Claims payment and administrative services for the Coverage under this Policy is provided by or arranged by the Insurer.

American Bankers Life Assurance Company of Florida and American Bankers Insurance Company of Florida – Canadian Head Office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

## Definitions

**Accident** means a sudden, unexpected and unforeseeable cause of injury from an external source.

**Accidental Bodily Injury** means bodily injury caused directly by an Accident occurring while the insurance evidenced by this Certificate of Insurance is in force, which results, within 365 days after the date of the Accident, directly in any of the losses to which the insurance applies, and is sudden, unforeseen, unexpected and independent of any disease, bodily infirmity, bodily malfunction or any other cause.

**Account** means Your ATB US Dollar Mastercard account which is in Good Standing with the Policyholder.

**Administrator** means the Insurer and/or the service provider arranged by the Insurer to provide claims payment and/or administrative services under the Policy.

**Cardholder** means the Primary Cardholder and any supplemental Cardholder also resident in Canada who is issued an ATB US Dollar Mastercard by the Policyholder and whose name is embossed on the card. Cardholder may be referred to as "You" or "Your".



**Car Sharing** means a car rental club that provides its members with 24-hour access to a fleet of cars parked in a convenient location and does not include online marketplace services which facilitate the rental of privately-owned cars, or other similar online services.

**Common Carrier** means any land, air or water conveyance which is licensed to carry passengers without discrimination and for hire, excluding courtesy transportation provided without a specific charge.

**Dependent Child** 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. 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.

**Good Standing** means, with respect to an Account, that the Primary Cardholder has not advised the Policyholder in writing to close or for which the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account.

**Insured Person** means a Cardholder and, where specified, Spouse and each Dependent Child as outlined under the applicable benefit.

**Occupying** means in or upon or entering into or alighting from.

**Original Manufacturer's Warranty** means an express written warranty valid in Canada and issued by the original manufacturer of personal property, excluding any extended warranty offered by the manufacturer or any third party.

**Primary Cardholder** means any natural person resident in Canada who is issued an ATB US Dollar Mastercard by the Policyholder.

**Spouse** means the person who is lawfully married to You, or the person who You live with and have publicly represented as Your Spouse for at least one year.

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

**Trip** means a scheduled period of time during which an Insured Person is away from their province or territory of residence in Canada.

## **Purchase Assurance**

Coverage is underwritten by American Bankers Insurance Company of Florida.

For this benefit, Insured Person means the Cardholder. No other person or entity shall have any right, remedy or claim, legal or

equitable to the benefits. Benefits are only available when the full cost of personal items is charged to the Account.

**Benefits:** Purchase Assurance benefits are available automatically, without registration, to protect most new items of personal property purchased by You and charged to the Account.

Eligible items are protected for 90-days from the date of purchase against loss, damage or theft anywhere in the world, subject to the Limitations and Exclusions below. If such an item is lost, stolen or damaged, it will be repaired, rebuilt or replaced or You will be reimbursed the purchase price, at the Insurer's discretion.

Purchase Assurance benefits are subject to a maximum reimbursement of \$10,000 per item, and a \$50,000 per lifetime per Account.

**Limitations and Exclusions:** Purchase Assurance coverage is in excess of all other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim.

Purchase Assurance benefits are 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 or living plants;
- iii. golf balls or other sports equipment lost or damaged during the course of normal use;
- iv. mail order, internet, telephone purchases or any purchase being shipped until delivered and accepted by You in new and undamaged condition;
- v. automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawn mowers, golf carts, lawn tractors, or any other motorized vehicles including motorized wheelchairs (except for miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts or accessories;
- vi. perishables such as food and liquor and/or goods consumed in use;
- vii. jewellery, gems, watches and furs stored in baggage unless such baggage is hand carried under the personal supervision of the Cardholder or such Cardholder's travelling companion with the Cardholder's knowledge;
- viii. used or previously owned or refurbished items, including antiques, collectibles and fine arts;
- ix. items purchased and/or used by or for a business or for commercial gain;
- x. losses caused by or resulting from fraud, misuse or lack of care, improper installation, hostilities of any kind (including

- war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, Mysterious Disappearance, or inherent product defects;
- xi. bodily injury, property damage, consequential damages, punitive damages, exemplary damages, or aggravated damages and legal fees; or
  - xii. services related to items purchased including insurance, duty, delivery and transportation costs.

See General Provisions for Purchase Assurance and Extended Warranty Insurance below.

## Extended Warranty

Coverage is underwritten by American Bankers Insurance Company of Florida.

For this benefit, Insured Person means the Cardholder. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits. Benefits are only available when the full cost of personal items with an Original Manufacturer's Warranty is charged to the Account.

**Benefits:** Extended Warranty benefits are available automatically, without registration, to provide You with double the period of repair services otherwise provided by the Original Manufacturer's Warranty, to a maximum of one full year, on most personal items purchased new and charged to the Account provided that, in all cases, automatic coverage is limited to Original Manufacturer's Warranties of 5 years or less. Most personal items with an Original Manufacturer's Warranty of more than 5 years are only covered if registered with the Insurer within the first year after purchasing the item. (Refer to the "Registration" paragraph below).

Extended Warranty benefits apply to any parts and/or labour cost resulting from mechanical breakdown or failure of a covered item, where such obligation was specifically covered under the terms of the Original Manufacturer's Warranty.

Extended Warranty benefits are limited to the lesser of the cost to repair or replace or the original purchase price of the item including applicable taxes.

**Limitations and Exclusions:** Extended Warranty coverage is in excess of all other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim.

The Extended Warranty benefit ends automatically upon the date when the original manufacturer ceases to carry on business for any reason whatsoever.

The Extended Warranty benefit does not cover the following:

- i. automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawn mowers, golf carts, lawn tractors or any other motorized vehicles including motorized wheelchairs (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts or accessories;
- ii. services;
- iii. items purchased and/or used by or for business or for commercial gain; or
- iv. bodily injury, property damages, consequential damages, punitive damages, exemplary damages or aggravated damages and legal fees.

**Registration:** To register personal item(s) with an Original Manufacturer's Warranty of more than 5 years for the Extended Warranty benefit call **1-866-305-0888**. You must send copies of the following items to the Insurer within the first year after purchasing the item.

- i. a copy of the original vendor sales receipt;
- ii. the customer copy of Your sales receipt;
- iii. serial number of the item; and
- iv. a copy of the Original Manufacturer's Warranty.

### **General Provisions for Purchase Assurance and Extended Warranty Insurance**

**Gifts:** Eligible items that You give as gifts are covered for Purchase Assurance and Extended Warranty benefits. In the event of a claim, You, not the recipient of the gift, must make the claim for benefits.

**Limits of Liability:** You will be entitled to receive no more than the original purchase price of the protected item as recorded on Your sales receipt. When the protected item is part of a pair or set, You will receive no more than the value of the particular part or parts lost or damaged regardless of any special value that the item may have as part of an aggregate purchase price of such pair or set.

The Insurer, at its sole option, may elect to:

- i. repair, rebuild or replace the item lost, stolen or damaged (whether wholly or in part); or
- ii. pay You for said item, not exceeding the lesser of the original purchase price of the personal item as recorded on Your sales receipt including applicable taxes, the replacement price or the repair cost thereof and subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance.

**Other Insurance:** Purchase Assurance and Extended Warranty coverage are in excess of all other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim. The Insurer will be liable only for the amount of loss or damage over the amount covered under

such other insurance, indemnity, warranty or protection and for the amount of any applicable deductible, and only if all such other coverage has been claimed under and exhausted, and further 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.

**How to Claim:** You must keep original receipts and other documents described herein to file a valid claim.

Immediately after learning of any loss or occurrence, You must notify the Insurer by telephoning **1-866-305-0888** or by filing a claim online at **cardbenefits.assurant.com**. Your failure to provide proof of loss within 90 days from the date of loss or damage may result in denial of the related claim.

You must complete and sign the claim form which must contain the time, place, cause and amount of loss, and include the following:

- i. the customer copy of Your sales receipt and the Account statement showing the charge;
- ii. the original vendor's sales receipt;
- iii. a copy of the Original Manufacturer's Warranty (for Extended Warranty claims); and
- iv. a police, fire, insurance claim or loss report or other report of the occurrence of the loss sufficient for determination of eligibility for the benefits hereunder.

Prior to proceeding with any repair services, You must obtain the Insurer's approval in order to ensure the eligibility for payment of Your claim. At the sole discretion of the Insurer, You may be required to send, at Your own expense, the damaged item on which a claim is based to the Insurer in order to support Your claim. Payment made in good faith will discharge the Insurer to the extent of this claim.

**Other Claim Information:** All benefits will be paid in Canadian currency. Where applicable, when a currency conversion is required, benefits will be paid at the prevailing exchange rate quoted by ATB Financial on the date of loss or damage. This insurance will not pay for any interest or any fluctuations in the exchange rate.

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 Cardholder 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.

## Car Rental Collision/Loss Damage Insurance

Coverage is underwritten by American Bankers Insurance Company of Florida. For the purposes of the Car Rental Collision/Loss Damage coverage, Insured Person means a Cardholder and any other person who holds a valid driver's license and has the Cardholder's express permission to operate the rental vehicle. This includes drivers not listed on Your rental contract, provided they would otherwise qualify under the rental contract and are permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used.

**Eligibility:** You are eligible for Car Rental Collision/Loss Damage coverage when You rent most private passenger vehicles on a daily or weekly basis for a period NOT to exceed 31 consecutive days, provided that:

- i. You initiate the rental transaction by booking or reserving the vehicle rental with Your ATB US Dollar Mastercard and by providing Your ATB US Dollar Mastercard as payment guarantee prior to the time You take possession of the vehicle;
- ii. You decline the rental agency's collision damage waiver (CDW) or loss damage waiver (LDW), or similar provision; and
- iii. You rent the vehicle in Your name, and charge the full cost of the rental vehicle to the Account.

Rental vehicles which are part of a Car Sharing program are eligible for this Car Rental Collision/Loss Damage coverage if the full cost of the rental vehicle has been charged to the Account and all other eligibility requirements were met.

'Free Rentals' are also eligible for benefits when received as the result of a promotion conditioned on Your making previous rentals, if each such previous rental met the eligibility requirements of this Certificate of Insurance.

**Benefits:** Subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance, You are provided with the same protection against losses arising from the contractual liability assumed when renting and operating a rental car as You would have if You accepted the rental agency's collision or loss damage waiver (or similar provision) up to the actual cash value of the damaged or stolen rental vehicle as well as any reasonable, valid and documented loss of use, reasonable and customary towing charges and administration charges resulting from damage or theft occurring while the rental vehicle is rented in Your name, to a maximum of \$65,000 per rental period.

Benefits are limited to one vehicle rental during any one period. If during the same period more than one vehicle is rented by the Cardholder, only the first rental will be eligible for these benefits.

In some jurisdictions the law requires the rental agencies to include CDW/LDW in the price of the vehicle rental. In these locations, Car Rental Collision/Loss Damage benefits under the Policy will only provide coverage for any deductible that may

apply, provided all the requirements outlined in this Certificate of Insurance have been met and You have waived the rental agency's deductible waiver. No CDW/LDW premiums charged by the rental agencies will be reimbursed under the Policy. Rental vehicles which are part of pre-paid travel packages are eligible for benefits if the total cost for Your trip was charged to the Account and all other requirements herein are met.

This coverage is available on a 24-hour basis anywhere in the world, except where prohibited by law, or where the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed. (See the section "Know Before You Go" for tips on how to avoid having use of this coverage challenged.)

**This coverage does not provide any form of third party automobile property damage or personal injury liability insurance.**

**Important:** Check with Your personal insurer and the rental agency to ensure that You and all other drivers have adequate personal property, personal injury and third party liability coverages.

The Policy only covers loss or damage to a rental vehicle, as stipulated herein.

**Know Before You Go:** While Car Rental Collision/Loss Damage benefits provide coverage on a worldwide basis (except where prohibited by law), and the coverage is well received by car rental merchants, there is no guarantee that this coverage will be accepted at every car rental facility. Some rental agencies may resist Your declining their CDW/LDW coverage. They may try to encourage You to take their coverage. If You refuse, they may insist You provide a deposit. Before booking a vehicle, confirm that the rental agency will accept this Car Rental Collision/Loss Damage insurance without requiring a deposit. If they won't, find one that will, and try to get written confirmation. If booking Your trip through a travel agency let them know You want to take advantage of this Car Rental Collision/Loss Damage insurance and have them confirm the rental agency's willingness to accept this coverage.

You will not be compensated for any payment You may have to make to obtain the rental agency's CDW/LDW.

Check the rental vehicle carefully for scratches, dents and windshield chips, and point out any damage to the agency representative before You take possession of the vehicle. Have them note the damage on the rental agreement (and take a copy with You), or ask for another vehicle.

If the vehicle sustains damage of any kind, immediately phone the Insurer at one of the numbers provided. Advise the rental agent that You have reported the claim and provide the Insurer's address and phone number. Do not sign a blank sales draft to cover the damage and loss of use charges.

**If the vehicle sustains damage exceeding \$1,000 You must report the accident to the police and get a police report.**

**Coverage Period:** Insurance coverage begins as soon as the Cardholder or other person authorized to operate the rental car takes control of the vehicle, and ends at the earliest of:

- i. the time the rental agency assumes control of the rental vehicle, whether it be at its place of business or elsewhere;
- ii. the date the Account ceases to be in Good Standing;
- iii. the date the Insured Person ceases to be eligible for coverage; and
- iv. the date the Policy terminates.

**Types of Vehicles Covered:** The types of rental vehicles covered include cars, sport utility vehicle, and mini-vans, provided they are designed for private passenger use with seating for no more than eight (8) including the driver.

**Types of Vehicles Not Covered:** Vehicles which belong to the following categories are NOT covered:

- i. luxury, specialty or exotic vehicles;
- ii. vans (except as defined above);
- iii. trucks, pick-up trucks or any vehicle that can be reconfigured into a pick-up truck;
- iv. campers or trailers or recreational vehicles;
- v. off-road vehicles;
- vi. motorcycles, mopeds or motorbikes;
- vii. customized vehicles;
- viii. antique vehicles;
- ix. recreational vehicles; and
- x. leased vehicles.

An antique vehicle is one which is over 20 years old or its model has not been manufactured for 10 years or more.

Limousines that have been stretched or altered from the original factory design are excluded. However, standard production models of these vehicles that are not used as limousines are not excluded.

**Limitations and Exclusions:** Car Rental Collision/Loss Damage benefits do not cover any loss caused or contributed to by:

- i. operation of the rental vehicle in violation of the law or any terms and conditions of the rental agreement/contract;
- ii. operation of the vehicle by any driver not so authorized;
- iii. operation of the vehicle by any driver not in possession of a driver's license that is valid in the rental jurisdiction;



- iv. operation of the vehicle on other than regularly maintained roads;
- v. alcohol intoxication where the driver's blood alcohol concentration is equal to or over the blood alcohol concentration limit for impaired driving under the Criminal Code of Canada or the jurisdiction in which the vehicle rental occurred, if lower, or the driver is charged for impaired driving;
- vi. use of narcotics by the driver;
- vii. nuclear reaction, radiation or radioactive contamination;
- viii. damage to tires unless in conjunction with an insured cause;
- ix. wear and tear, gradual deterioration, mechanical breakdown of vehicle;
- x. any damage caused by moving or transporting cargo;
- xi. insects or vermin, inherent vice or damage;
- xii. hostile or warlike action, insurrection, rebellion, revolution or civil war;
- xiii. seizure or destruction under quarantine or customs regulations or confiscation by any government or public authority;
- xiv. transporting contraband or illegal trade;
- xv. transportation of property or passengers for hire; or
- xvi. any dishonest, fraudulent or criminal act committed or attempted by the Cardholder and/or any authorized driver.

**Benefits DO NOT include coverage for:**

- i. vehicles rented for a period that exceeds 31 consecutive days\*, whether or not under one or more consecutive rental agreements;
- ii. a replacement vehicle for which Your personal automobile insurance, car dealer, repair shop, or other party is covering all or part of the rental cost;
- iii. loss or theft of personal belongings in the vehicle, including cellular telephones, portable computers, electronic and communication devices;
- iv. expenses assumed, waived or paid or payable by the rental agency or
- v. its insurer;
- vi. third party liability (injury to anyone or anything inside or outside the vehicle); or
- vii. any amount payable by Your employer or employer's insurance coverage, if the rental car was for business purposes.

\* If the rental period exceeds 31 days, no coverage will be provided even for the first 31 days of the rental period. Coverage may not be extended for more than 31 days by renewing or

taking out a new rental agreement with the same or another vehicle rental agency for the same or another vehicle.

**In the Event of Accident or Theft:** Within 48 hours, You MUST notify the Insurer by calling **1-866-305-0888** from Canada and the United States or **905-477-0702** collect from elsewhere in the world to initiate Your claim with a representative. The representative will provide You with a claim form or You may also access a claim form and submit required documentation online at **cardbenefits.assurant.com**.

Failure to report a claim within 48 hours may result in denial of the claim or reduction of Your benefit. You will be required to submit a completed claim form including the following documentation:

- i. a copy of the driver's license of the person who was driving the vehicle at time of the accident;
- ii. a copy of the loss/damage report You completed with the rental agency;
- iii. a copy of a police report required when the loss results in damage or theft claimed over \$1,000;
- iv. a copy of Your sales receipt, and the statement of Account showing the rental charge;
- v. the front and back of the original opened and closed out rental agreement;
- vi. a copy of the itemized repair estimate, final itemized repair bill and parts invoices;
- vii. original receipt(s) for any repairs for which You may have paid; and
- viii. if loss of use is charged, a copy of the rental agency's complete daily utilization log from the date the vehicle was not available for rental, to the date the vehicle became available to rent.

Claims submitted with incomplete or insufficient documentation may not be paid.

## **Common Carrier Accidental Death and Dismemberment Insurance**

This coverage is underwritten by American Bankers Life Assurance Company of Florida.

For this benefit, Insured Person means the Cardholder, Spouse and each Dependent Child while travelling with the Cardholder and/or Spouse if the full cost of the Ticket(s), has been charged to the Account.

Coverage is in force when an Insured Person is Occupying a Common Carrier to:

- i. travel directly to the point-of-departure terminal for the Trip shown on the Ticket;

- ii. make the Trip as shown on the Ticket;
- iii. travel directly from the point-of-arrival terminal for the Trip shown on the Ticket to the next destination.

**Coverage:** is also in force while the Insured Person is at a travel terminal immediately prior to or following the Trip evidenced by the Ticket.

**Benefits:** If an Insured Person sustains an Accidental Bodily Injury while Occupying a Common Carrier as fare paying passenger(s), the applicable benefit specified for the resulting Loss (as defined below) in the following Schedule of Insurance will be paid.

**Schedule of Insurance:**

<b>Loss of:</b>	<b>Amount of Benefit</b>
Loss of Life	\$100,000
Loss of both hands or both feet	\$100,000
Loss of one foot or one hand and the entire site of one eye	\$100,000
Loss of site of both eyes	\$100,000
Loss of one hand and one foot	\$100,000
Loss of speech and hearing	\$100,000
Loss of one hand or one foot	\$50,000
Loss of sight of one eye	\$50,000
Loss of speech	\$50,000
Loss of hearing	\$50,000
Loss of thumb and index finger on the same hand	\$25,000

The maximum benefit payable for Loss resulting from any one Accident is \$150,000 per Account.

If more than one described Loss is sustained by an Insured Person, then the total benefit payable from one Accident is limited to the greatest amount payable for any one Loss sustained.

“Loss” means:

- i. with respect to life, Accidental Bodily Injury causing death;
- ii. with respect to sight, speech or hearing, Accidental Bodily Injury causing entire and irrecoverable loss of sight, speech or bilateral loss of hearing;
- iii. with respect to a hand, Accidental Bodily Injury causing actual irreversible severance of the entire four fingers of the same hand at or above the knuckle joints;
- iv. with respect to a foot, Accidental Bodily Injury causing actual irreversible severance of a foot at or above the ankle joint.

If the body of an Insured Person has not been found within 365 days of the disappearance, sinking or wrecking of a Common Carrier in which the Insured Person was insured hereunder as an occupant, then it shall be presumed, subject to all other terms of the Policy, that the Insured Person has suffered Loss of life resulting from Accidental Bodily Injury.

**Beneficiary:** Unless otherwise specified by the insured Cardholder, any amount due under the Policy for Loss of life:

- i. at the insured Cardholder's death will be paid to the Cardholder's Spouse if living, otherwise equally to the Cardholder's living children, including stepchildren and adopted children, if any, otherwise equally to the Cardholder's then living parents or parent, otherwise to the Cardholder's estate; and
- ii. at the death of any other Insured Person, will be paid to the insured Cardholder if then living, otherwise as though it were a sum payable under (i) above.

All other benefits will be paid to the Insured Person suffering the covered Loss.

The beneficiaries herein designated may be changed in accordance with the Change of Beneficiary provision.

**Limitations and Exclusions:** Common Carrier Accidental Death and Dismemberment benefits are not payable for a Loss caused by or resulting from:

- i. intentionally self-inflicted injuries;
- ii. suicide or attempted suicide;
- iii. illness or disease;
- iv. pregnancy or complications of pregnancy, including resulting childbirth or abortion;
- v. bacterial and viral infection except bacterial infection of an Accidental Bodily Injury, or if death results from the accidental ingestion of a substance contaminated by bacteria;
- vi. any act of declared or undeclared war;
- vii. civil disorders;
- viii. an Accident occurring while operating or learning to operate, or serving as a member of the crew of any aircraft;
- ix. the commission or attempted commission of a criminal offence; or
- x. an Accident occurring while Occupying a water conveyance unless the conveyance itself is involved in an Accident which causes the Loss to the Insured Person.

**How to Claim:** In the event of a claim, contact the Insurer at **1-866-305-0888** or file a claim online at **cardbenefits.assurant.com**

## Travel Assistance Services

Travel Assistance Services are services that provide assistance and referrals only, not insurance benefits. You are responsible for the actual cost of any medical, legal, transportation, cash advance or other goods or services provided.

These services are available to you, your spouse and/or dependent child on a 24-hour, 7 day a week basis while travelling outside your home province/ country. To take advantage of any of the services described below, simply call **1-866-305-0888** from Canada and the United States or **(905) 477-0702** locally or collect from elsewhere in the world.

Travel Assistance Services may not be available in countries of political unrest and such other countries as may from time to time be determined to be unsafe, or which may be inaccessible.

**Emergency Cash Transfer:** In the event of theft, loss or an emergency while travelling away from home, You will be provided with assistance in obtaining an emergency cash transfer. Cash transfers will be charged to Your ATB US Dollar Mastercard, subject to credit availability, to a maximum of \$5,000. If not chargeable, payment for such costs may be arranged (where reasonably possible) through your family and friends.

**Emergency Message Centre:** If a medical emergency arises while travelling, Your message will be relayed to your family, business or physician.

**Lost Document and Ticket Replacement:** In the event of theft or loss, You will be provided with guidance on how to replace the necessary travel documents or tickets.

**Lost Luggage Assistance:** In the event of theft or loss, You will be provided with assistance in locating luggage and personal effects.

**Pre-trip Information:** You can call and obtain information regarding passport and visa regulations, and vaccination and inoculation requirements for the country you are visiting.

**Medical Referrals:** If a medical emergency arises while travelling, You will be referred to the nearest designated physician or medical facility wherever possible.

**Legal Referrals:** If, while travelling, you require legal assistance, You will be referred to a local legal advisor.

## 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.

**Change of Beneficiary:** The right to change of beneficiary is reserved to the Cardholder and subject to any provision or rule of

law governing the right to change the beneficiary. The consent of the beneficiary or beneficiaries will not be required.

The Cardholder may change a beneficiary by filing a Request for Change of Beneficiary with the Insurer. Such change shall not be operative until validated and recorded by the Insurer and will relate back to and take effect as of the date the form was signed, but without prejudice to the Insurer on account of any payment made before receipt of such beneficiary change.

To receive a Request for Change of Beneficiary form, contact the Insurer at **1-866-305-0888**.

**Due Diligence:** The Insured Person shall use due diligence and do all things reasonable to avoid or diminish any loss or damage under the Policy.

**Examination and Autopsy:** The Insurer at its own expense shall have the right and opportunity to examine any Insured Person whose injury [or illness] is the basis of a claim hereunder when and so often as it may reasonably require during pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

**Notice and Proof of Claim:** Immediately after learning of a loss, or an occurrence which may lead to a loss covered under the Policy, notify the Administrator by calling **1-866-305-0888** from Canada and the United States, or **(905) 477-0702** locally or collect from elsewhere in the world. You will then be sent a claim form.

Written notice of claim must be given to the Administrator 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 Cardholder, shall be deemed notice of claim.

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 Claims:** Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by the Administrator. All Benefits will be paid in Canadian currency.

The benefit for Loss of life will be payable in accordance with the beneficiary provisions under the Common Carrier Accidental Death and Dismemberment insurance provisions of this Certificate of Insurance. Any other accrued benefits unpaid at the Insured Person's death may, at the option of the Insurer, be paid either to such beneficiary or to the Cardholder in whose name

the Account is maintained. All other benefits will be payable to the Cardholder in whose name the Account is maintained.

If any benefit of this Certificate of Insurance shall be payable to the estate of the Insured Person or to an Insured Person or beneficiary who is a minor or otherwise not competent to give a valid release, the Insurer may pay such benefit, to any relative by blood or by marriage of the Insured Person or beneficiary who is deemed to be equitably entitled thereto. Any payment made in good faith pursuant to this provision shall fully discharge the Insurer to the extent of such payment.

Where applicable, when a currency conversion is required, benefits will be paid at the prevailing exchange rate quoted by ATB Financial on the date of loss or damage. This insurance will not pay for any interest or any fluctuations in the exchange rate.

**Subrogation:** Following payment of an Insured Person's claim for loss or damage under the Policy, 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 or damage, 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 reasonably required to secure the Insurer's 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 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 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 coverage under the Policy, 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.

**If You Have a Concern or Complaint:** If You have a concern or complaint about Your coverage, please call the Insurer at **1-866-305-0888**. The Insurer will do its best to resolve Your concern or complaint. If for some reason the Insurer is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may obtain detailed information for the

Insurer's resolution process and the external recourse either by calling the Insurer at the number listed above or at: **assurant.ca/customer-assistance**.

**Privacy Policy:** The Insurer may collect, use, and share personal information provided by You to the Insurer, and obtained from others with Your consent, or as required or permitted by law. The Insurer may use the information to: serve You as a customer and communicate with You. The Insurer may process and store Your information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer's privacy policy by calling **1-888-778-8023** or from their website:

**assurant.ca/privacy-policy**. If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call the Insurer at the number listed above.

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