



ATB WORLD ELITE MASTERCARD®

Cardholder Agreement
Certificate of Insurance and
Statement of Services





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ELEVATE YOUR REWARDS WITH OUR PREMIUM LIFESTYLE MASTERCARD

Your ATB World Elite Mastercard is your exclusive path to earning unlimited, flexible, enhanced rewards. Whether it's top-shelf travel purchases, cash back or everyday items, you choose how you want to redeem points to reward yourself. After all, you're earning them.

CARDHOLDER AGREEMENT

The following pages have been carefully crafted to ensure they cover every detail you'll need to know about your ATB World Elite Mastercard. However, please call us at **1-800-332-8383** with any questions you may have.



ATB Financial Mastercard® Personal Cardholder Agreement

Effective June 04, 2024

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 credentials.

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

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 AND STATEMENT OF SERVICES

This section details what's covered and what's not when it comes to insurance coverages and services. It's really that simple.

If you'd rather ask us a question, please call us at: **1-800-332-8383**



Certificate of Insurance

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

Group Policies: ATBWE1116 and ATBWEL1116

Amended and Restated: June 04, 2024

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 at the end of this document or to the applicable description of benefits and the paragraph below for the meanings of all capitalized terms.

The coverage outlined in this Certificate of Insurance is effective as of November 7, 2016, and is provided to all eligible ATB World Elite Mastercard Cardholders and, where specified, their eligible Spouses and Dependent Children by American Bankers Life Assurance Company of Florida and American Bankers Insurance Company of Florida (hereinafter collectively referred to as the "Insurer") under Group Policy numbers ATBWE1116 and ATBWEL1116 (hereinafter collectively referred to as the "Policy"), issued by the Insurer to ATB Financial (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 that 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 insurance (if applicable) by writing to the Insurer at the address shown below.

Claims payment and administrative services under this Policy are 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.

Purchase Assurance

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 in effect when You charge the FULL cost of personal item(s) to Your Account and/or pay such cost with points redeemed under the ATB Financial My Rewards program.

Benefits: Purchase Assurance benefits are available automatically, without registration, to protect most new items of personal property purchased by You with Your ATB World Elite Mastercard card for 90 days from the date of purchase against damage or theft anywhere in the world, subject to the Policy Limitations and Exclusions below. If such an item is lost, stolen or damaged, it will be repaired or replaced or You will be reimbursed the purchase price at the Administrator's discretion.

Limitations and Exclusions: Purchase Assurance benefits are only available to the extent that the item in question is not otherwise protected or insured in whole or in part. Purchase Assurance benefits are not available in respect of the following:

- i. travellers cheques, cash (whether paper or coin), bullion, precious metals, tickets, negotiable instruments or other numismatic property of a similar nature;
- ii. animals or living plants;
- iii. mail order, internet, telephone or any purchase being shipped until delivered and accepted by You in new and undamaged condition;
- iv. golf balls or other sports equipment damaged during the course of normal use;
- v. automobiles, motorboats, aircraft (including unmanned aircraft systems such as, but not limited to, drones), motorcycles, motorscooters, e-bikes, snowblowers, riding lawn mowers, golf carts, lawn tractors or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts or accessories that do not function independently from the motorized vehicle;

- vi. any consumable good such as, but not limited to, food, liquor, cosmetics, fragrances, and in-home test kits (whether medically necessary or not);
- vii. jewellery and gems;
- viii. used, refurbished or previously owned items, including antiques, collectibles and fine arts;
- ix. cellular telephones, beepers, personal digital assistants (PDA) or any similar electronic device;
- x. computers, software;
- xi. bodily injury, property damage, exemplary damages, consequential damages and legal fees;
- xii. 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;
- xiii. services, including delivery and transportation costs of items purchased.

Limits of Liability: Benefits hereunder are limited to an item maximum of \$10,000 and a lifetime maximum of \$50,000 per Account.

You will be entitled to receive no more than the original purchase price of the protected item as recorded on the ATB World Elite Mastercard 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 or damaged (whether wholly or in part); or
- ii. pay You for said item, not exceeding the lesser of the original purchase price, the replacement price or the repair cost thereof and subject to the exclusions, terms and limits of liability as stated in this Certificate of Insurance.

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

Extended Warranty

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 in effect when You charge the FULL cost of personal item(s) with an Original Manufacturer's Warranty to Your ATB World Elite Mastercard Account and/or pay such cost with points redeemed under the ATB Financial My Rewards Program.

Benefits: Extended Warranty benefits for eligible items 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 with an ATB World

Elite Mastercard provided that, in all cases, automatic coverage is limited to the Original Manufacturer's Warranty of 5 years or less. Most personal items with an Original Manufacturer's Warranty of over 5 years will be covered if registered with the Administrator within the first year after purchase of the item (Refer to 'Registration').

Extended Warranty benefits apply to any parts and/or labour cost resulting from mechanical breakdown or failure of a covered item, or any other obligation that 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: 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 items:

- i. automobiles, motorboats, aircraft (including unmanned aircraft systems such as, but not limited to, drones), motorcycles, motorscooters, e-bikes, snowblowers, riding lawn mowers, golf carts, lawn tractors, or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts or accessories that do not function independently from the motorized vehicle;
- ii. computers, cellular phones, personal digital assistants (PDA) or any similar electronic device;
- iii. services;
- iv. used items or refurbished items; or
- v. bodily injury, property damage, consequential damages, punitive damages, exemplary damages and legal fees.

Registration: To register 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 Administrator within one (1) year after the item is purchased:

- i. a copy of the original vendor sales receipt;
- ii. the customer copy of the ATB World Elite Mastercard sales receipt;
- iii. serial number of the item; and
- iv. 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.

Other Insurance: Purchase Assurance and Extended Warranty coverage is in excess of all Other Insurance. The Insurer will be liable only for the amount of loss or damage over the amount covered under such Other Insurance, and for the amount of any applicable deductible, and only if all such Other Insurance 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.

Claims Procedures for Purchase Assurance and Extended Warranty: 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 Administrator by calling **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 the ATB World Elite Mastercard sales receipt and Your 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);
- 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; and
- v. any other information reasonably required by the Administrator.

Prior to proceeding with any repair services, You must obtain the Administrator'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 Administrator in order to support Your claim. Payment made in good faith will discharge the Insurer to the extent of this claim.

Purchase Assurance and Extended Warranty Termination of Coverage:

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 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.

Mobile Device Insurance

For Mobile Devices purchased on or after June 04, 2024

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.

Eligibility: You are eligible for Mobile Device Insurance when You purchase a Mobile Device anywhere in the world, and You:

- i. charge the Total Cost to Your Account. If the Mobile Device is equipped with cellular data technology, You must also activate Your Mobile Device with a Provider; or
- ii. charge any portion of the Total Cost that is required to be paid up-front to Your Account, fund the balance of the Total Cost through a Plan, and charge all monthly wireless bill payments to Your Account for the duration of Your Plan; or
- iii. fund the Total Cost through a Plan and charge all the monthly wireless bill payments to Your Account for the duration of the Plan.

Coverage Period: Mobile Device coverage takes effect on the later of:

- i. 30 days from the date of purchase of Your Mobile Device; and
- ii. the date the first monthly wireless bill payment is charged to Your Account.

Mobile Device coverage ends on the earlier of:

- i. two years from the date of purchase;
- ii. the date ONE monthly wireless bill payment was not charged to Your Account, if You are funding the Total Cost of Your Mobile Device through a Plan;
- iii. the date the Account ceases to be in Good Standing; and
- iv. the date You cease to be eligible for coverage.

Benefits: If a Mobile Device is lost, stolen or suffers mechanical breakdown or Accidental Damage, upon approval, and as directed, by the Insurer, You can proceed with the repair or replacement of Your Mobile Device. You will then be reimbursed the repair or replacement cost, not exceeding the depreciated value[†] of Your Mobile Device at date of loss, less the deductible^{††}, to a maximum of \$1,500, subject to the terms, exclusions, and limitations set out in this Certificate of Insurance.

Reimbursement will be issued only upon the Insurer receiving evidence that the Mobile Device was repaired or replaced, and the cost of repair or replacement has been charged to the Account. A replacement Mobile Device must be of the same make and model as the original Mobile Device, or in the event the same make and model is not available, of like kind and quality with comparable features and functionality as the original Mobile Device.

[†]The depreciated value of Your Mobile Device at date of loss is calculated by deducting from the Purchase Price of Your Mobile Device, the depreciation rate of 2% for each completed month from the date of purchase.

**The amount of the deductible is based on the Total Cost of Your Mobile Device less any applicable taxes, as determined from the following table:

Total Cost (Less Taxes)	Applicable Deductible
\$0 – \$200	\$25
\$200.01 – \$400	\$50
\$400.01 – \$600	\$75
\$600.01 or more	\$100

For example: If You purchase a Mobile Device for a Purchase Price of \$800 (\$700 + \$100 in applicable taxes) on July 01, and file a claim on March 21 of the following year, the maximum reimbursement will be calculated as follows:

i. Calculation of the depreciated value of Your Mobile Device:

Purchase Price	\$800
Less depreciation cost (2% x 8 months x \$800)	<u>-\$128</u>
Depreciated value	\$672

ii. Calculation of the maximum reimbursement:

Depreciated value	\$672
Less deductible (based on Total Cost)	<u>-\$100</u>
Maximum reimbursement	\$572

In the event You file a valid repair claim and the cost of repair is \$500, including applicable taxes, upon approval of Your claim, the maximum reimbursement available to You will be \$500.

In the event Your Mobile Device is lost or stolen and, upon approval of Your claim, You purchase a replacement Mobile Device for a price of \$800 including applicable taxes, the maximum reimbursement available to You will be \$572.

All claims are subject to the terms, conditions, exclusions, and limitations set out in this Certificate of Insurance.

Limitations and Exclusions: This coverage complements but does not replace the manufacturer’s warranty or warranty obligations. This coverage does, however, provide certain additional benefits for which the manufacturer may not provide coverage. Parts and services covered by the manufacturer’s warranty and warranty obligations are the responsibility of the manufacturer only. The maximum number of claims under Your Accounts is limited to one claim in any 12 consecutive month period and two claims in any 48 consecutive month period.

Mobile Device Insurance does not cover:

- i.** accessories, whether included with Your Mobile Device in the original manufacturer’s package or purchased separately;
- ii.** batteries;
- iii.** Mobile Devices purchased for resale, professional or commercial use;

- iv. used or previously owned Mobile Devices;
- v. refurbished Mobile Devices (unless provided as a replacement for Your Mobile Device under the manufacturer's warranty or purchased directly from an original equipment manufacturer or Canadian Provider);
- vi. Mobile Devices that have been modified from their original state;
- vii. Mobile Devices being shipped, until received and accepted by You in new and undamaged condition; and
- viii. Mobile Devices stolen from baggage unless such baggage is hand-carried under the personal supervision of the Cardholder or the Cardholder's travelling companion with the Cardholder's knowledge.

No benefits are payable for:

- i. losses or damage resulting directly or indirectly from:
 - (i) 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 product defects which would not have been covered by the Original Manufacturer's Warranty;
 - (ii) power surges, artificially generated electrical currents or electrical irregularities;
 - (iii) any occurrence that results in catastrophic damage beyond repair, such as the device separating into multiple pieces;
 - (iv) cosmetic damage that does not affect functionality;
 - (v) software, cellular/wireless service provider or network issues; or
 - (vi) theft or intentional or criminal acts by the Cardholder or Household Members; and
- ii. incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

How to Claim: PRIOR to proceeding with any action or repair services or replacement of the Mobile Device, You must first obtain the Insurer's approval. Failure to do so will make Your claim ineligible.

Immediately after a loss or an occurrence which may lead to a loss covered under Mobile Device Insurance occurs, but in no event later than 30 days from the date of loss, You must contact the Insurer by calling **1-866-305-0888** to obtain a claim form, or file a claim online at **cardbenefits.assurant.com**

In the event of loss or theft, You must notify Your Provider to suspend Your wireless services within 48 hours of the date of loss. In addition, in the event of theft, You must also notify the police within 7 days of the date of loss.

You must submit a completed claim form containing the time, place, cause and amount of loss, and provide documentation to substantiate Your claim including:

- i. the original sales receipt or similar document detailing the date of purchase, description of Your Mobile Device, and any pay up-front amounts and trade-in credits;
- ii. a copy of your Wireless Service Agreement or similar document indicating the date, a description of Your Mobile Device and the non-subsidized retail cost of Your Mobile Device;
- iii. the date and time you notified Your Provider of loss or theft;
- iv. a copy of the original manufacturer's warranty (for mechanical failure claims) may be required;
- v. a copy of the written repair estimate (for mechanical failure and Accidental Damage claims); if You purchased Your Mobile Device outright, Your Account statement showing the Purchase Price;
- vi. if Your Mobile Device was funded through a Plan, Your Account statement showing any portion of the Total Cost paid up-front, if applicable, and credit card statements for up to 12 months immediately preceding the date of loss showing Your monthly wireless bill charged to Your Account;
- vii. a copy of any document detailing any Other Insurance or protection and reimbursements received for this occurrence;
- viii. a police report, fire loss report, or other report of the occurrence, from the location where Your Mobile Device was lost, stolen, or damaged;
- ix. any other information reasonably required by the Administrator.

You must obtain a written estimate of the cost to repair Your Mobile Device by a repair facility authorized by the original Mobile Device manufacturer. At the sole discretion of the Insurer, You may be required to send the damaged Mobile Device which a claim is based on, to the Insurer, at Your own expense, in order to support Your claim.

Other Insurance: This coverage is in excess of all Other Insurance 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 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.

Event Ticket Protection Insurance

For Event Tickets purchased on or after June 04, 2024

For this benefit, only the Cardholder has any right, remedy or claim, legal or equitable to the benefits.

Eligibility: Event Ticket Protection benefits are available to protect Event Tickets purchased through a Primary Ticket Outlet when You charge the FULL cost of the Event Tickets to Your Account and/or pay such cost with points redeemed under the ATB Financial My Rewards Program.

Benefits: The Insurer will reimburse You the non-refundable portion of all Event Tickets charged to Your Account for the same Event, up to \$1,000 per occurrence if, after You purchase the Event Tickets, a covered cause as described in this section directly prevents You from using the Event Tickets. For Season Tickets, the reimbursement will apply only to the missed Event and calculated on a pro rata-basis determined by the series length of the Season Tickets.

Covered Causes mean the following:

- i. Your death;
- ii. death of a Companion or Immediate Family Member;
- iii. sudden and unexpected medical emergency requiring You, Your Companion, or an Immediate Family Member to receive immediate medical treatment by a Doctor or to be hospitalized;
- iv. cancellation of the Event by the producer or venue without providing full reimbursement of the Event Ticket cost, an equal value ticket, or a rain check;
- v. catastrophe, regardless of cause, in the immediate vicinity of the Event site to which access is prevented by governmental authority;
- vi. physical damage to a personal vehicle or physical damage or delay of a Common Carrier transporting You to the Event which causes You to miss the Event;
- vii. unexpected destruction of an Event Ticket occurring prior to the Event;
- viii. theft or loss of an Event Ticket while the Event Ticket is in Your possession;
- ix. You are called for jury duty, subpoenaed as a witness, or required to appear as a party in a judicial proceeding; or
- x. You are called to service, in the case of reservists, active military, police, essential medical personnel and fire personnel.

If ticket reimbursement is provided by a producer, venue, or any other insurance or protection, the coverage provided by Event Ticket Protection will be deemed secondary and will pay only that portion of the Event Ticket expense not reimbursed by the producer, venue, or other insurance or protection.

Limitations and Exclusions: Event Ticket Protection does not cover any costs or losses relating to or in any way associated with:

- i. sickness or injury of the Cardholder, Companion, or Immediate Family Member due to any illness, injury, or medical condition, whether or not diagnosed by a Doctor, for which advice, treatment, or symptoms were experienced prior to purchasing the Event Ticket;
- ii. cancellation of attendance to the Event due to changes to personal plans of the Cardholder or Companion;
- iii. physical damage to a personal vehicle or physical damage or delay of a Common Carrier that does not result in the outright missing of an Event;
- iv. fraud or illegal activity of any kind by the Cardholder;
- v. confiscation of Event Ticket by any governmental authority;
- vi. the Cardholder or Companion's active participation in a civil public disturbance or protest; or
- vii. loss, theft, or destruction of an Event Ticket by any third party in whose possession an Event Ticket has been temporarily placed by the Cardholder.

The Insurer will not provide any coverage or be liable to provide any benefits under Event Ticket Protection which would breach economic, financial, or trade sanctions imposed under the laws of Canada or any applicable jurisdiction.

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, but no later than 24 hours after the Event date, You must notify the Administrator by filing a claim online at **cardbenefits.assurant.com** or calling **1-866-305-0888** from within Canada and the U.S.A., or **905-477-0702** locally or collect from other countries.

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

- i. account statement showing Your name, account number, and charge for the Event Ticket;
- ii. proof of covered cause that directly prevented You from using the Event Ticket;
- iii. original unused Event Tickets (except in the case of theft, destruction or loss of Event Ticket)
- iv. original vendor's sales receipt showing the vendor information, date, description of the Event, and total cost;
- v. if the Event Ticket is destroyed, photographs of the destroyed Event Ticket;
- vi. for theft or loss of Event Ticket, proof or copy of a loss report or other report from the location of the occurrence, issued at the location where the Event Ticket was stolen or lost;
- vii. any other information reasonably required by the Administrator.

Car Rental Collision Damage Waiver Insurance

For the purposes of the Car Rental Collision Damage Waiver benefit, Insured Person means a Cardholder and any other person who holds a valid driver's license and is listed on Your rental contract, provided said person would otherwise qualify under the rental contract and is permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used. This coverage is in effect when You charge the FULL cost of the car rental to Your Account and/or pay such cost with points redeemed under the ATB Financial My Rewards Program.

Eligibility: You are eligible for ATB World Elite Mastercard Car Rental Collision Damage Waiver (CDW) insurance coverage when you rent most private passenger vehicles from a Rental Agency on a daily or weekly basis for a period NOT to exceed 48 consecutive days, provided that:

- i. You initiate the rental transaction by booking or reserving the car rental with Your ATB World Elite Mastercard and by providing Your ATB World Elite Mastercard as payment guarantee at the time You take possession of the car; and
- ii. You decline the Rental Agency's collision damage waiver (CDW) or loss damage waiver (LDW), or similar provision; and
- iii. You rent the car in Your name, and charge the FULL cost of the car rental to Your Account and/or pay such cost with points redeemed under the ATB Financial My Rewards program.

'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 and conditions of this Policy, You are provided with protection against the amount for which You are liable to the Rental Agency up to the actual cash value of the damaged or stolen rental vehicle as well as any 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. 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 CDW benefits under this Policy will only provide coverage up to the 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 this Policy. Rental vehicles which are part of pre-paid travel packages are eligible for benefits if the total for Your Trip was charged to Your Account and all other requirements are met.

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

Know before you go: While Car Rental CDW 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 car, confirm that the Rental Agency will accept ATB World Elite Mastercard Car Rental CDW 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 ATB World Elite Mastercard Car Rental CDW benefits 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 car carefully for scratches, dents and windshield chips, and point out any damage to the agency representative before You take possession of the car. 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 Administrator at one of the numbers provided. Advise the rental agent that You have reported the claim and provide the Administrator's phone number. If loss appears to exceed \$1,000 you must also advise the police and request a police report. Do not sign a blank sales draft to cover the damage and loss of use charges.

Coverage Period: Car Rental CDW insurance coverage begins as soon as the Cardholder or other person authorized to operate the rental car under the car rental agreement takes control of the vehicle, and ends at the earliest of:

- i. the time when the Rental Agency assumes control of the rental car, whether it be at its place of business or elsewhere;
- ii. the date on which the Account ceases to be in Good Standing and/or Your Account privileges are suspended, revoked or otherwise terminated;
- iii. the date the Insured Person ceases to be eligible for coverage; and
- iv. the date the Policy is terminated.

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

Types of Vehicles Not Covered: Vehicles belonging to the following categories are NOT covered:

- i. any vehicle with an actual cash value of over \$65,000, excluding taxes, at the time and place of loss based on the Canadian Black Book or equivalent vehicle valuation guide in the jurisdiction of the rental vehicle;
- ii. vans, other than mini-vans as described above;
- iii. trucks, pick-up trucks or any vehicle that can be reconfigured into a pick-up truck;
- iv. off-road vehicles designed and manufactured primarily for off-road use;
- v. motorcycles, mopeds and motorbikes;
- vi. campers and trailers;
- vii. recreational vehicles;
- viii. antique cars (cars which are over 20 years old or have not been manufactured for 10 years or more);
- ix. customized vehicles; and
- x. leased vehicles.

Exclusions and Limitations: Car Rental CDW 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 of the rental agreement/contract;
- ii. operation of the vehicle by any driver not in possession of a driver's license that is valid in the rental jurisdiction;
- iii. operation of the vehicle by any driver not authorized on the rental agreement at the time the rental is initiated;
- iv. operation of the vehicle on other than regularly maintained roads;
- v. alcohol intoxication and/or the use of narcotic drugs by the driver;
- vi. any dishonest, fraudulent or criminal act committed by You and/or any authorized driver;
- vii. wear and tear, gradual deterioration or mechanical breakdown of the vehicle;
- viii. insects or vermin, inherent vice or damage;
- ix. war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power or action taken by government or public authority in hindering, combating or defending against such action;
- x. seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority;
- xi. transportation of contraband or illegal trade;
- xii. transportation of property or passengers for hire; or
- xiii. nuclear reaction, radiation or radioactive contamination.

Car Rental CDW benefits do NOT include coverage for:

- i. vehicles rented for a period that exceeds 48 consecutive days*, whether or not under one or more rental agreements;
- ii. a replacement vehicle for which Your personal automobile insurance or the repair shop is covering all or part of the cost of the rental;
- iii. loss or theft of personal belongings in the vehicle;
- iv. third party liability (injury to anyone or anything inside or outside the vehicle);
- v. any amount payable by Your employer or employer's insurance coverage, if the rental car was for business purposes;
- vi. expenses assumed, paid or payable by the Rental Agency or its insurers; or
- vii. cellular telephones, portable computers and communication devices.

*If the rental period exceeds 48 days, no coverage will be provided even for the first 48 days of the rental period. Coverage may not be extended for more than 48 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 and to substantiate Your claim by providing documentation, including the following:

- i. a copy of the driver's license of the person who was driving the car at the 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 if the loss results in damage or theft over \$1,000;
- iv. a copy of Your ATB World Elite Mastercard sales draft, and Your statement of Account showing the rental charge;
- v. the front and back of the original opened and closed-out car 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;
- viii. if loss of use is charged, a copy of the Rental Agency's daily utilization log from the date the car was not available for rental, to the date the car became available to rent; and
- ix. any other information reasonably required by the Administrator.

Valid claims submitted with incomplete or insufficient documentation may not be paid.

Personal Effects Insurance

For this benefit, Insured Person means the Cardholder who rented the car and whose name appears on the rental contract, and the Cardholder's Immediate Family Members travelling with the Cardholder. Benefits are in effect when You charge the FULL cost of the car rental to Your ATB World Elite Mastercard Account and/or pay such cost with points redeemed under the ATB Financial My Rewards Program.

Benefits: Personal Effects benefits are provided for loss, theft or damage to personal effects while such personal effects are in transit or in any hotel or other building en route during a Trip with a covered rental car, for the duration of the car rental period.

Coverage is provided for the personal effects of the Cardholder when the Cardholder rents a car, and extends to the personal effects of any Immediate Family Member travelling with You.

Exclusions and Limitations: Personal Effects do not include money (whether paper or coin), bullion, tickets, bank notes, securities, documents, memorabilia, collectibles, medals or other numismatic property. Maximum coverage during the rental period is \$1,000 for each Insured Person, per occurrence. Total benefits for all Insured Persons during each car rental period are limited to \$2,000 per Account. Benefits are not paid if loss results from Mysterious Disappearance.

How to Claim: In the event of a claim, contact the Administrator at 1-866-305-0888.

Other Insurance: Personal Effects coverage is in excess of all Other Insurance available to the Cardholder in respect of the items subject to the claim. The Insurer will be liable only for the amount of the loss or damage over the amount covered under such Other Insurance, and for the amount of any applicable deductible, only if all Other Insurance 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.

Car Rental Accidental Death & Dismemberment

For this benefit, Insured Person means the Cardholder and the Cardholder's Immediate Family Members while Occupying the rental vehicle. Benefits are in effect when You charge the FULL cost of the car rental to Your Account and/or pay such cost with points redeemed under the ATB Financial My Rewards Program.

Coverage will be provided on the same terms, conditions, limitations and exclusions applicable to Car Rental Collision Damage Waiver (above) and Common Carrier Accidental Death & Dismemberment benefits (below), except that coverage is provided to the Cardholder and Cardholder's Immediate Family Member who sustains an Accidental Bodily Injury while Occupying the covered rental car.

If an Insured Person sustains an Accidental Bodily Injury while Occupying a rental car the applicable benefit specified for the resulting Loss will be paid.

Schedule of Insurance Loss	Amount of Benefit	
	Cardholder	Each Other Occupant
Loss of Life	\$150,000	\$15,000
Loss of both hands or both feet	\$150,000	\$15,000
Loss of one foot or one hand and the entire sight of one eye	\$150,000	\$15,000
Loss of sight of both eyes	\$150,000	\$15,000
Loss of one hand and one foot	\$150,000	\$15,000
Loss of speech and hearing	\$150,000	\$15,000
Loss of one hand or one foot	\$75,000	\$7,500
Loss of sight of one eye	\$75,000	\$7,500
Loss of speech	\$75,000	\$7,500
Loss of hearing	\$75,000	\$7,500
Loss of thumb and index finger on the same hand	\$37,500	\$3,750

The maximum benefit payable for Loss resulting from any one Accident is \$225,000 per Account. If more than one described Loss is sustained by an Insured Person, then the total benefit payable from one Accident to such person is limited to the greatest amount payable for any one Loss sustained.

How to Claim: In the event of a claim, contact the Administrator at 1-866-305-0888.

Common Carrier Accidental Death and Dismemberment

For this benefit, Insured Person means You, Your Spouse and Your Dependent Child(ren) while travelling with You. Benefits are in effect when You charge the FULL cost of Common Carrier travel to Your Account and/or pay such cost with points redeemed under the ATB Financial My Rewards Program.

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

Schedule of Insurance Loss	Amount of Benefit
Loss of Life	\$500,000
Loss of both hands or both feet	\$500,000
Loss of one foot or one hand and the entire sight of one eye	\$500,000
Loss of sight of both eyes	\$500,000
Loss of one hand and one foot	\$500,000
Loss of speech and hearing	\$500,000
Loss of one hand or one foot	\$250,000
Loss of sight of one eye	\$250,000
Loss of speech	\$250,000
Loss of hearing	\$250,000
Loss of thumb and index finger on the same hand	\$125,000

The maximum benefit payable for Loss resulting from any one Accident is \$750,000 per Account. If more than one described Loss is sustained by an Insured Person, then the total benefit payable from one Accident to such person is limited to the greatest amount payable for any one Loss sustained.

For benefits to be payable, the Loss must occur within 365 days of the Accidental Bodily Injury that caused the Loss. 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 shown on the Ticket; and
- iii. travel directly from the point-of-arrival terminal for the Trip shown on the Ticket to the next destination.

Beneficiary: Unless otherwise specified by You, any amount due under the Policy for Loss of Life:

- i. at Your death will be paid to Your Spouse if living, otherwise equally to Your living Children if any, otherwise equally to Your then living parents or parent, otherwise to Your estate;
- ii. at the death of any other Insured Person, will be paid to You if then living, otherwise as though it were a sum payable under (i) above.

All other benefits will be paid to You. The beneficiaries herein designated may be changed in accordance with the Change of Beneficiary provision.

Exclusions and Limitations: Common Carrier Accidental Death and Dismemberment Benefits under the Policy 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 infection except bacterial infection of an accidental Bodily Injury, or if death results from accidental ingestion of a substance contaminated by bacteria;
- vi. any act of war, declared or not, or civil disorders;
- vii. an Accident occurring while operating or learning to operate, or serving as a member of the crew of any aircraft;
- viii. the commission or attempted commission of a criminal offence; or
- ix. an Accident occurring while Occupying a water conveyance, unless the conveyance itself is involved in an accident which gives rise to the Loss to the Insured Person.

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

Trip Cancellation and Trip Interruption /Delay Insurance

For these benefits, Insured Person means You and Your Spouse, and Your Dependent Child(ren) and one Travelling Companion while travelling with You. Benefits are in effect when You charge the FULL cost of Eligible Expenses for the Trip to Your Account and/or pay such cost with points redeemed under the ATB Financial My Rewards Program.

Trip Cancellation Benefits: The Insurer will reimburse You for any Eligible Expenses which are not refundable or reimbursable in any manner if, prior to Your scheduled departure, an Insured Person is required to cancel a Trip due to one of the following Covered Causes for Cancellation. The amount payable is subject to a maximum limit of \$1,000 per Insured Person and \$5,000 per Trip for all Insured Persons on the same Trip, and will be limited to the cancellation penalties in effect on the date the Covered Cause for Cancellation arises. **It is therefore important that You cancel Your travel arrangements with Your travel supplier as soon as a Covered Cause for Cancellation arises. You must also advise the Administrator immediately.**

However, if prior to Your scheduled departure, an Insured Person chooses to reschedule a Trip due to one of the following Covered Causes for Cancellation, You will be reimbursed for any Rescheduling Expenses which are not refundable or reimbursable in any manner. The amount payable is the lesser of the Rescheduling Expenses and the amount that would have been paid under this Certificate of Insurance if the Trip had been cancelled outright. Your rescheduled trip will be considered a new Trip under this Certificate of Insurance and the Pre-existing Condition period will be measured from the date the new Trip was booked.

Covered Causes for Cancellation (first occurring after Your Trip was booked) mean the following:

Medical Covered Causes for Cancellation

- i. death of an Insured Person;
- ii. death of an Insured Person's Immediate Family Member occurring after the Trip is booked and within 31 days prior to the scheduled Trip departure date;
- iii. accidental bodily injury or sudden and unexpected sickness of an Insured Person, which did not result from a Pre-Existing Condition and which prevents the Insured Person from starting the Trip. A Doctor must substantiate in writing that prior to the scheduled Trip departure date, the Insured Person was advised to cancel the Trip or that the sickness or accidental bodily injury made it impossible for the Insured Person to start the Trip;
- iv. accidental bodily injury or a sudden and unexpected sickness requiring Hospitalization of an Insured Person's Immediate Family Member during the Trip;
- v. Hospitalization of an Insured Person's Immediate Family Member occurring after the Trip was booked and within 31 days prior to the Trip departure date;
- vi. Hospitalization or the death of an Insured Person's Legal Business Partner or Key Employee occurring after the Trip was booked; and
- vii. Hospitalization or the death of an Insured Person's host at destination occurring after the Trip was booked.

Non-Medical Covered Causes for Cancellation

- i. an enforceable call of an Insured Person to jury duty or sudden and unexpected subpoena of an Insured Person to act as a witness in a court of law requiring the Insured Person's presence in court during the Trip;
- ii. a particular situation which prompts the Canadian government to issue a travel advisory to "avoid non essential travel" or "avoid all travel" to a country, region or city after booking Your Trip for a period that includes an Insured Person's Trip;
- iii. an employment transfer of the Insured Person by the employer with whom the Insured Person was employed on the date the Insured Person booked the Trip, which transfer requires the relocation of the Insured Person's principal residence within 30 days before the Insured Person's scheduled Trip departure date;

- iv. a delay causing an Insured Person to miss a connection for a Common Carrier resulting in the interruption of an Insured Person's travel arrangements, including the following:
 - delay of an Insured Person's Common Carrier resulting from the mechanical failure of that carrier;
 - a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report);
 - weather conditions; or
 - unexpected or unforeseen earthquake or volcanic eruption.

The benefit under this Covered Cause for Cancellation is the Insured Person's one-way economy fare via the most cost-effective route to the Insured Person's next destination. Outright cancellation of Common Carrier travel is not considered a delay;

- v. a natural disaster that renders an Insured Person's principal residence uninhabitable;
- vi. an Insured Person's quarantine or hijacking; and
- vii. a call to service of an Insured Person by government with respect to reservists military, police or fire personnel.

As soon as a Covered Cause for Cancellation occurs, the Insured Person must cancel the Trip and You must notify the Administrator at **1-866-305-0888** from within Canada and the United States, or **905-477-0702** locally or collect from other countries within 48 hours of the time the Covered Cause for Cancellation arose.

Trip Interruption/Delay Benefits: You will be reimbursed for:

- i. the lesser of the additional charges paid by You for a change in ticketing or the cost of a one-way economy fare to return to point of departure, plus
- ii. the amount of the unused portion of any Eligible Expenses which are not refundable or reimbursable, excluding the cost of pre-paid, unused return transportation if, as a result of one of the following Covered Causes for Interruption/Delay occurring during the Trip, an Insured Person is prevented from continuing the Trip.

The amount payable is subject to a maximum limit of \$1,000 per Insured Person and \$5,000 per Trip for all Insured Persons on the same Trip. You must immediately advise the Administrator when a cause for interruption arises.

Covered Causes for Interruption/Delay mean the following:

Medical Covered Causes for Interruption/Delay

- i. death of an Insured Person, or an Insured Person's Immediate Family Member during the Trip;
- ii. accidental bodily injury or sudden and unexpected sickness of an Insured Person, which did not result from a Pre-Existing Condition and which, in the sole opinion of the Administrator, based on medical advice provided by the attending Doctor, requires immediate medical attention and prevents the Insured Person from returning from the Trip on the scheduled return date;
- iii. accidental bodily injury or a sudden and unexpected sickness requiring Hospitalization of an Insured Person's Immediate Family Member during the Trip, which was not known to the Insured Person prior to the Trip departure date;
- iv. Hospitalization or the death of an Insured Person's Legal Business Partner or Key Employee;
- v. Hospitalization or the death of an Insured Person's host at destination.

Non-Medical Covered Causes for Interruption/Delay

- i. a particular situation which prompts the Canadian government to issue a travel advisory to "avoid non essential travel" or "avoid all travel" to a country, region or city after booking Your Trip for a period that includes an Insured Person's Trip;
- ii. a delay causing an Insured Person to miss a connection for a Common Carrier resulting in the interruption of an Insured Person's travel arrangements including the following:
 - a delay of an Insured Person's Common Carrier, resulting from the mechanical failure of that carrier;
 - a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report).
 - weather conditions; or
 - unexpected or unforeseen earthquake or volcanic eruption.

The benefit under this Cause for Interruption/Delay is the Insured Person's one-way economy fare via the most cost-effective route to the Insured Person's next destination. Outright cancellation of a flight is not considered as a delay;

- iii. a natural disaster that renders an Insured Person's principal residence uninhabitable;
- iv. An Insured Person's quarantine or hijacking; and
- v. a call to service of an Insured Person by Government with respect to reservists, military, police or fire personnel.

As soon as a Cause for Interruption/Delay occurs, You must notify the Administrator at **1-866-305-0888** from within Canada and the U.S.A., or **905-477-0702** locally, or collect from other countries. The Administrator will assist You in making the necessary arrangements to return.

Limitations and Exclusions: Only one Travelling Companion is covered on each Trip. No benefits are payable in respect of any Trip Cancellation or Trip Interruption/Delay resulting directly or indirectly from:

- i. cancellation of a Trip for any reason other than a Covered Cause for Cancellation, as described herein;
- ii. interruption of a Trip for any reason other than a Covered Cause for Interruption/Delay, as described herein;
- iii. an Insured Person's Pre-Existing Condition;
- iv. pregnancy, childbirth and/or related complications occurring within 9 weeks of the expected delivery date;
- v. intentionally self-inflicted injury, suicide or attempted suicide;
- vi. illness or accidental injury sustained while under the influence of drugs, medication, alcohol or other intoxicants;
- vii. participation in a criminal offence;
- viii. acts of terrorism, insurrection or war, whether declared or undeclared;
- ix. voluntary participation in a riot or civil commotion;
- x. participation in professional sports, speed contests, dangerous sports or events including, but not limited to, any speed contest, SCUBA diving, unless the Insured Person holds a basic SCUBA designation from a certified school or other licensing body, hang-gliding, sky diving, parachuting, bungee jumping, parasailing, spelunking, mountaineering, rock climbing or a flight accident, except as a passenger in a commercially licensed airline.

Please note: The Policy will only cover any excess cost over and above the travel rewards provided by any reward or frequent flyer plan. This plan does not cover the value of the loss of any rewards or frequent flyer plan points except ATB Financial My Rewards points.

How to Claim: For Trip Cancellation and Trip Interruption/Delay benefits, You must notify the Administrator by calling **1 866-305-0888** 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**

You will be required to submit a completed claim form and provide documentation to substantiate Your claim, including the following:

- i. original tickets (including any unused coupons), original vouchers, original itinerary, invoices, and receipts;
- ii. Your ATB World Elite Mastercard voucher and statement of account and any other documentation necessary to confirm that the costs of Eligible Expenses were charged to Your Account;
- iii. proof satisfactory to the Administrator that the Trip Cancellation or Trip Interruption/Delay resulted from a Covered Cause for Cancellation or a Covered Cause for Interruption/Delay, as described herein;
- iv. name, address and phone number of the Insured Person's employer, if applicable;

- v. name, address and policy numbers for all other insurance coverage You and/or the Insured Person may have, including health insurance and credit card coverage (whether group or individual);
- vi. signed authorization to obtain any further information the Administrator may require; and
- vii. any other information reasonably required by the Administrator.

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

Flight Delay Insurance

For this benefit, Insured Person means You, Your Spouse and Your Dependent Child(ren) while travelling with You. Benefits are in effect when You charge the FULL cost of a Ticket(s) to Your Account and/or pay such cost with points redeemed under the ATB Financial My Rewards Program.

Benefits: The Insurer will reimburse You for all Insured Persons travelling on the same Trip if the confirmed scheduled flight departure from any airport is delayed by 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 \$250 per day, and a maximum of \$500 total (2 days) per Trip, provided that:

- i. no alternative transportation is made available to the Insured Person within 4 hours of the original scheduled departure time of the original flight;
- ii. 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
- iii. You provide the required proof of loss to the Insurer, including plane Ticket(s), or the sales receipt for the 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.

Limitations and Exclusions: Benefits are not payable for the delay of any flight 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 the Administrator at **1-866-305-0888** or file a claim online at **cardbenefits.assurant.com**

Other Insurance: This coverage is in excess of all Other Insurance 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 and for the amount of any applicable deductible, only if all such Other Insurance 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.

Delayed Luggage Insurance

For this benefit, Insured Person means You, Your Spouse and Your Dependent Child(ren) while travelling with You. Benefits are in effect when You charge the FULL cost of Ticket(s) to Your Account and/or pay such cost with points redeemed under the ATB Financial My Rewards Program.

Benefits: The Insurer will reimburse You if any Insured Person's accompanying Checked Luggage is not delivered within 4 hours of their arrival at the scheduled flight destination point, for immediate necessary and reasonable expenses incurred, with respect to emergency purchases of essential clothing and personal hygiene items to a maximum of \$250 per day and a maximum of \$500 total (2 days) per Trip provided that:

- i. such luggage was in the custody of a Common Carrier or Common Carrier personnel; and
- ii. such luggage was not delayed on the last leg of the return portion of the Trip.

Limitations and Exclusions: Delayed Luggage Insurance does not cover, provide service or pay claims resulting from:

- i. expenses incurred after luggage is returned to the Insured Person;
- ii. expenses incurred when Checked Luggage is delayed on the Insured Person's return to their province or territory of residence;
- iii. loss of items due to radiation, confiscation or quarantine by any customs or government authority, war (declared or undeclared) risks, or contraband or illegal transportation or trade; or
- iv. a delay caused by or resulting from an Insured Person's criminal act(s).

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

Other Insurance: This coverage is in excess of all Other Insurance available to the Insured Person 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 and for the amount of any applicable deductible, only if all such Other Insurance 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.

Lost Luggage Insurance

For this benefit, Insured Person means You, Your Spouse and Your Dependent Child(ren) while travelling with You. Benefits are in effect when You charge the FULL cost of ticket(s) to Your Account and/or pay such cost with points redeemed under the ATB Financial My Rewards Program.

Benefits: The Insurer will reimburse You up to a maximum of \$1,000 per Trip for all Insured Persons on the same Trip for direct physical loss of Checked Luggage, and personal property contained therein, when any Insured Person's accompanying Checked Luggage is irretrievably lost by a Common Carrier. Payment is based on the actual replacement cost of any lost or stolen article provided the article is actually replaced. Otherwise, payment is based on the actual cash value of the article at the time of loss.

Limitations and Exclusions: Lost Baggage insurance does not cover, provide service or pay claims resulting from:

- i. loss of items not stored in checked baggage or in custody of an airline or Common Carrier;
- ii. a loss caused by normal wear and tear, gradual deterioration, moths or vermin;
- iii. loss of animals, automobiles (including equipment and contents), trailers, motorcycles, bicycles, boats, motors, other conveyances or their accessories, souvenirs, fragile or collectible items, jewellery, gems, household effects and furnishings, contact lenses, non-prescription sunglasses, artificial teeth and prostheses, medical equipment and appliances, money, securities, tickets, documents, any property pertaining to a business, profession or occupation; personal computers, software or cellular phones;
- iv. loss of items due to radiation, confiscation or quarantine by any customs or government authority, war (declared or undeclared) risks, or contraband or illegal transportation or trade;
- v. a loss incurred while the Insured Person is performing a negligent act(s) or criminal act(s); or
- vi. items specifically or otherwise insured.

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

Other Insurance: This coverage is in excess of all Other Insurance available to the Insured Person 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 and for the amount of any applicable deductible, only if all such Other Insurance 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.

Hotel/Motel Burglary Insurance

For this benefit, Insured Person means You, Your Spouse and any Immediate Family Member travelling with You. Benefits are in effect when You charge the FULL cost of the Hotel/Motel room to Your Account and/or pay such cost with points redeemed under the ATB Financial My Rewards Program.

Benefits: The Hotel/Motel Burglary coverage protects the Insured Person, for the period of time between Check In and Check Out, from theft of most items of personal property from a Hotel/Motel room where there is evidence of forceful entry, ONLY within the territorial limits of Canada and the United States. Coverage is up to a maximum of \$1,000 per occurrence.

Exclusions: Hotel/Motel Burglary does not cover:

- i. cash;
- ii. travelers' cheques;
- iii. securities;
- iv. credit cards or any other negotiable instrument;
- v. tickets; and
- vi. documents.

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

Other Insurance: This coverage is in excess of all Other Insurance available to the Insured Person 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 and for the amount of any applicable deductible, only if all such Other Insurance 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.

Travel Emergency Medical Insurance

Coverage is provided for the first 22 consecutive days of a Trip for Insured Persons under 65 years of age on the date of departure.

For this benefit, Insured Person means the Primary Cardholder, Spouse and Dependent Child(ren) while travelling with the Primary Cardholder and/or the Primary Cardholder's Spouse on a Trip. To be eligible for Travel Emergency Medical coverage, All Insured Persons must be residents of Canada, under 65 years of age on the departure date of a Trip, and insured by their provincial or territorial GHIP.

Coverage Period: Only the first 22 consecutive days of a Trip, as determined by the originally scheduled departure and return dates, will be covered. There is no coverage for that portion of a Trip which extends beyond the first 22 consecutive days. In the event of a claim, proof of scheduled Trip duration will be required.

Coverage begins at 12:01 a.m. on the date the Insured Person leaves their province or territory of residence in Canada on a Trip. Coverage will terminate on the earliest of the following:

- i. the date the Insured Person returns to their province or territory of residence in Canada;
- ii. the date the Account is cancelled, closed or is no longer in Good Standing;
- iii. the date the Insured Person has been absent for more than 22 consecutive days (including the day of departure and day of return) from their province or territory of residence in Canada;
- iv. the date the Insured Person ceases to be eligible for coverage (for Dependent Children, see the Definitions section for age limits); or
- v. the date the Policy terminates.

No benefits will be paid under the Policy for losses incurred after coverage has terminated, unless otherwise specified or agreed.

Automatic Extension of Coverage: Coverage will be automatically extended beyond the 22-day limit for up to 3 days following the end of a Medical Emergency.

In addition, Travel Emergency Medical Insurance coverage will also be automatically extended beyond the 22-day limit for up to 3 days if an Insured Person's return to their province or territory of residence in Canada is delayed solely as the result of:

- i. the delayed departure of a Common Carrier on which the Insured Person is booked; or
- ii. a delayed return as a result of an accident or the mechanical breakdown of an Insured Person's personal vehicle.

Benefits: In the event of a Medical Emergency, the Reasonable and Customary Charges for Emergency Medical Treatment will be paid by the Insurer, less any amount payable by or reimbursable under a GHIP, any group or individual health plans or insurance policies.

Benefits are limited to \$2,000,000 for each Insured Person, subject to the Limitations and Exclusions. The following expenses are eligible for reimbursement:

- i. **Hospital Accommodation, Medical Expenses and Doctor Charges** for Emergency Medical Treatment.
- ii. **Private Duty Nursing** when prescribed by a Doctor.
- iii. **Diagnostic Services** including laboratory tests and x-rays when prescribed by a Doctor. NOTE: Magnetic resonance imaging (MRI), computerized axial tomography (CAT scans), sonograms and ultrasound must be authorized in advance by the Administrator.
- iv. **Ambulance Service** to the nearest Hospital equipped to provide the required Emergency Medical Treatment.

- v. **Emergency Air Transport** to the nearest Hospital, or repatriation to a Hospital in the Insured Person's province or territory of residence in Canada (when approved and arranged by the Administrator) in the event the Insured Person's condition precludes the use of other means of transportation.
- vi. **Prescription Drug Reimbursement** excluding any drugs or medications which are commonly available without prescription, or which are not legally registered and approved in Canada or the United States.
- vii. **Accidental Dental Care** to a maximum of \$2,000 for treatment of natural or permanently installed teeth, necessitated by an accidental blow to the mouth.
- viii. **Medical Appliances** including slings, braces, splints, and local rental of crutches, walkers and wheelchairs.
- ix. **Return Airfare** to cover any additional cost incurred for a one way economy fare (less any refunds due on original tickets) and, if required, the charge for transportation of a stretcher and attending medical personnel to return the Insured Person to their province or territory of residence in Canada if further medical treatment is warranted and when approved and arranged by the Administrator.
- x. **Transportation to Bedside** from Canada for one of: the Insured Person's Spouse, parent, child, brother or sister when the Insured Person is hospitalized and expected to remain so for 3 days or more. This benefit must be pre-approved by the Administrator. This benefit includes one round-trip economy airfare, food and accommodation expenses of \$100 per day to a maximum of \$1,500. This Travel Emergency Medical insurance will be extended, at no charge, for the person required at bedside for the duration of the Medical Emergency.
- xi. **Vehicle Return** cost to a maximum of \$1,000 to return an Insured Person's car to their province or territory of residence in Canada, or in the case of a rented vehicle, to the nearest appropriate rental location, when the Insured Person is unable to return the vehicle as a result of a Medical Emergency.
- xii. **Car Accident Assistance** when an Insured Person's vehicle is disabled as a result of an accident during the Trip. A maximum of \$200 per day will be paid toward the cost of accommodation, food, car rental, or commercial transportation for the time the vehicle is inoperable for a maximum of 3 days immediately following the date of the accident.
- xiii. **Return of Deceased** when death results from a Medical Emergency, to a maximum of \$5,000 for the cost of preparation (including cremation) and transport of the Insured Person (excluding the cost of a burial coffin or urn) to their province or territory of residence in Canada.

Limitations: Failure to notify the Administrator immediately following a Medical Emergency, or as soon as possible under the circumstances, will limit the benefits payable under this Certificate of Insurance as follows:

- i. No benefits will be payable for surgery or invasive procedures (such as cardiac catheterization) without prior approval by the Administrator, except in extreme circumstances where a request for prior approval would delay surgery needed in a life threatening medical crisis.
- ii. Non-surgical eligible expenses for which benefits would otherwise have been provided will be limited to 80% of the total, to a maximum of \$30,000.

In consultation with the attending Doctor, the Administrator reserves the right to transfer the Insured Person to an appropriate network facility or to their province or territory of residence in Canada for Emergency Medical Treatment. Refusal to comply will absolve the Insurer of any liability for expenses incurred after the proposed transfer date.

Once a Medical Emergency ends, no further benefits are payable for that Medical Emergency or for any recurrence of the condition which caused the Medical Emergency.

Exclusions: There is no coverage under this Policy for any Insured Person who, on the departure date of a Trip, is 65 years of age or older.

Further, no benefits are payable for any expenses incurred directly or indirectly as a result of:

- i. any Pre-Existing Condition as defined;
- ii. any Medical Emergency or Emergency Medical Treatment that occurs other than during a Trip;
- iii. any elective or non-emergency surgery, treatment or medication, including ongoing care of a chronic condition;
- iv. any Medical Emergency that occurs during a Trip where the primary purpose was to work outside of Canada;
- v. pregnancy, childbirth and/or related complications occurring within 9 weeks of the expected delivery date;
- vi. neo-natal care;
- vii. participation in a criminal offence;
- viii. intentionally self-inflicted injuries, suicide or attempted suicide;
- ix. illness or accidental injury sustained while under the influence of drugs, medication, alcohol or other intoxicants;
- x. acts of terrorism, insurrection or war, whether declared or undeclared;
- xi. voluntary participation in a riot or civil commotion; or
- xii. treatments that are not prescribed by a Doctor; or
- xiii. participation in professional sports, speed contests, dangerous sports or events including recreational scuba diving (unless the Insured Person holds a basic scuba designation from a certified school or licensing body).

Medical Emergency Procedures: When a Medical Emergency occurs, the Primary Cardholder must contact the Administrator without delay.

24-hour assistance is available by calling **1-866-305-0888** from within Canada and the United States, or **905-477-0702** locally or collect from other countries. If calling from somewhere in the world where a collect call is not possible, call direct and the Primary Cardholder will be reimbursed.

The Administrator will confirm coverage, provide directions to the network facility or the nearest appropriate medical facility, provide the necessary authorization of payment of eligible expenses and manage the Medical Emergency.

The Administrator will make every effort to pay or authorize payment of eligible expenses to Hospitals, Doctors, and other medical providers directly. If direct payment or payment authorization is not possible, an Insured Person may be required to make payments. In that event, the Insured Person will be reimbursed for eligible expenses on submission of a valid claim.

Note: Benefits may be excluded or reduced where the Administrator has not been contacted in advance of treatment, as noted above.

How to Claim: *If the Administrator is notified in advance of medical treatment* and the Administrator authorizes Hospital or other medical payments on an Insured Person's behalf, the Insured Person must sign an authorization form allowing the Administrator to recover payments from GHIP, other health plans or insurers and return it to the Administrator within 30 days. If an advance has been made for ineligible expenses, You will be required to reimburse the Administrator.

If the Administrator is not notified in advance of medical treatment and eligible expenses are incurred for which payment has not been pre-authorized by the Administrator, they should be submitted to the Administrator with original receipts and payment statements. Benefits may be excluded or reduced where the Administrator has not been contacted in advance of treatment (see the Limitations section).

The Primary Cardholder will be required to submit a completed claim form and provide documentation to substantiate the claim, including the following:

- i. the cause and nature of the Medical Condition requiring treatment;
- ii. original, itemized medical invoices;
- iii. original prescription receipts;
- iv. Insured Person's date of birth (proof of age may be required);
- v. a photocopy of the Insured Person's GHIP (Health) card;
- vi. name, address and phone number of the Insured Person's employer, if applicable;
- vii. proof of the Insured Person's departure and/or return date (i.e. copy of tickets, receipts, prepaid accommodation invoice and gas receipts);

- viii. name, address and policy numbers for all other insurance coverage the Primary Cardholder and other Insured Persons may have, including group and individual insurance, credit card coverage and any other reimbursement plans;
- ix. signed authorization to obtain any further required information; and
- x. any other information reasonably required by the Administrator.

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

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.

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 the Administrator. You will then be sent a claim form.

Written notice of claim (on a claim form or other written notification) must be given to the Administrator within 45 days after the occurrence or commencement of any loss covered by the Policy or as soon thereafter as is reasonably possible, but in all events must be provided no later than 90 days from the date of loss. Written notice given by or on behalf of the claimant or the beneficiary to the Administrator with information sufficient to identify You, 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 (1) year from the date on which the loss occurred.

Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after one year, Your claim will not be paid.

Proof of Loss: The appropriate claim forms, together with written proof of loss, must be delivered as soon as reasonably possible, but in all events within one (1) year from the date that the loss occurred.

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

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

The benefit for Loss of Life will be payable in accordance with the beneficiary provisions under the Common Carrier Accidental Death and Dismemberment benefits 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.

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 by the Administrator to be equitably entitled thereto. Any payment made by the Insurer in good faith pursuant to this provision shall fully discharge the Insurer to the extent of such payment.

Termination of Insurance: Coverage for Insured Persons 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.

Change of Beneficiary: The right to change 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 written beneficiary change with the Insurer but such change shall not be operative until recorded by the Insurer and will relate back to and take effect as of the date the request was signed, but without prejudice to the Insurer on account of any payment made before receipt of such beneficiary change.

To change Your beneficiary designation, call the Administrator at **1-866-305-0888**.

Subrogation: Following payment of an Insured Person's claim for loss or damage, 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 name of the Insured Person. 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.

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

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

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 personal information outside Your province 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, the purpose and means for which Your information is being collected, Your rights, Your options for refusing or withdrawing Your consent to the use of Your personal information, You may call the Insurer at the number listed above.

End of Certificate of Insurance

Statement of Services

Price Protection Service and Travel Assistance Services are services only, not insurance. These services are provided by American Bankers Insurance Company of Florida. Please refer to the Definitions section at the end of this document for the meaning of all capitalized terms.

Price Protection Service

Price Protection Service is only available to the Cardholder. No other person or entity will have any right, remedy or claim, legal or equitable, to Price Protection payments.

Price Protection Service is in effect for 60 days from the date of purchase of most new items of personal property purchased in Canada and charged in full to Your Account.

If, within 60 days of the purchase of an eligible item, You find an identical item with the same brand, model number (if applicable) and attributes (benefits, features, functions and uses) offered for retail sale in Canada (in Canadian dollars) at a price lower than the price You paid, **You must call the Administrator at 1-866-305 0888**. The Administrator will decide on a case-by-case basis, at their discretion and subject to the Limitations and Exclusions below, to either:

- i. buy back the original eligible item from You at the original price, provided You, after receiving authorization, purchase the identical lower priced item, charged in full to Your Account; or
- ii. settle the service obligation by paying You the price difference between the original eligible item and the identical lower priced item.

The buyback or payment amount is based on the price of the item before applicable taxes, manufacturer's rebate, store rebates, and shipping and installation charges. Price Protection Service is subject to a minimum price difference of \$10 per item, and a maximum of \$100 per item, and in the case of payment to You for the difference in price, a maximum of \$500 per Account per calendar year. The Price Protection Service will apply to a maximum of 3 identical items during the 60-day period. No item can be submitted for Price Protection payment more than once during the 60-day period.

Limitations and Exclusions: Price Protection Service is not available in respect of the following:

- i. traveller's cheques, cash (whether paper or coin), bullion, precious metals, tickets, documents, stamps, negotiable instruments or property of a similar nature;
- ii. animals, living plants or perishables such as food, liquor and/or goods consumed in use;
- iii. computers (including hardware, software, printers and scanners), cellular phones, personal digital assistants (PDA) or any similar electronic device;

- iv. automobiles, motorboats, airplanes, motorcycles, motorscooters, riding lawn mowers, golf carts, lawn tractors, or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts, fuels or accessories;
- v. one-of-a-kind items;
- vi. used or previously owned or refurbished items, including antiques, collectibles and fine art;
- vii. items purchased and/or used by or for a business or for commercial gain; or
- viii. services related to items purchased including insurance, duty, delivery and transportation costs.

Price Protection Service does not apply if the retailer makes a price adjustment and/or refunds the difference between the original and lower price. Price comparisons with liquidated merchandise, grey market (Internet) items and gift card or savings card incentives issued by a retailer are not eligible for Price Protection Service. Price comparisons with items offered for sale on a website outside of Canada or for which an international shipping fee must also be paid are not eligible for Price Protection Service.

You are only eligible for Price Protection Service if the Account is in Good Standing at the time of Your request.

Gifts: Eligible items that You give as gifts are covered. In the event a price difference is discovered, You, not the recipient of the gift, must make the request for Price Protection Service.

How to Request Price Protection Service: You must keep original receipts and other documents described herein to file a valid request.

You must notify the Administrator by telephoning **1-866-305-0888** as soon as you discover the advertised price difference. The Administrator will decide, as described under Services, whether to buy back the original eligible item or pay you the difference in price between the original eligible item and the identical lower-priced item.

The Administrator will send You the applicable request form. Your failure to provide the completed request form and proof supporting Your request under items (i) – (iii) below within 90 days from the date of purchase may result in nonpayment of the related request. You must complete and sign the request form and include the following:

- i. the customer copy of Your sales receipt and a copy of the Account statement showing the charge;
- ii. the original vendor's sales receipt;
- iii. a dated advertisement/flyer to prove that the identical item was offered in Canada at the reduced price within 60 days of the date of Your purchase; and

- iv. if the Administrator chooses to buy back the original eligible item, You must ship the original eligible item in accordance with the instructions provided to You by the Administrator.

This service may be discontinued or amended upon notice to the Cardholder.

Travel Assistance Services

Any costs incurred for or in connection with such services will be charged to Your Account (subject to credit availability). If not chargeable, payment for such costs will be arranged (where reasonably possible) through Your family and friends.

These services are provided on a 24-hour, 7 day a week basis. To take advantage of any of the services described below, simply call **1-866-305-0888** from within Canada and the U.S.A., or from elsewhere in the world, collect at **905-477-0702**. Assistance services may not be available in countries of political unrest and such 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 can call to obtain emergency cash transfer (maximum of \$5,000).

Lost Document and Ticket Replacement: In the event of theft or loss of necessary travel documents or tickets when travelling, You can call for assistance with arrangements for their replacement.

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.

Legal Referrals and Payment Assistance: If while travelling, You require legal assistance, You can call for referral to a local legal advisor and assistance with arrangements for the posting of bail and the payment of legal fees, to a maximum of \$5,000.

End of Statement of Services

Definitions

Accidental Damage means damage caused by an unexpected and unintentional external event such as drops, cracks, and spills that occur during normal daily usage of a Mobile Device as the manufacturer intended.

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 World Elite Mastercard account which is in Good Standing with the Policyholder.

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

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

Checked Luggage means suitcases or other containers specifically designated for carrying personal belongings, for which a baggage claim check has been issued to the Insured Person by a Common Carrier.

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

Companion means a person who purchases an event ticket to the same Event and venue as You and who intends to use their event ticket with You.

Dependent Child(ren) 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.

Doctor means a physician who is registered or licensed to practice medicine in the jurisdiction where the medical treatment or service is provided, and who is not related by blood or by marriage to the Insured Person to whom the service is rendered.

Dollars and "\$" means Canadian dollars.

Eligible Expenses mean charges for any of the following travel arrangements which have been booked or reserved prior to Trip departure:

- i. cost of transportation by a Common Carrier;
- ii. cost of hotel or similar accommodations; and
- iii. cost of a package tour which has been sold as a unit and includes at least two of the following:
 - transportation by a Common Carrier;
 - car rental;
 - hotel or similar accommodation;
 - meals;
 - tickets or passes for sporting events or other entertainment, exhibition or comparable event; or
 - lessons or the services of a guide.

Emergency Medical Treatment means treatment necessary for the immediate relief of a Medical Emergency.

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.

Event(s) means a public gathering for an audience for sports or performing arts which requires the purchase of an Event Ticket.

Event Ticket(s) means written evidence permitting admission to an Event, including a Season Ticket, which clearly indicates the name of the Event, the date of the Event and the Event venue, and which was purchased from a Primary Ticket Outlet. Event Ticket does not include transportation of any kind to or at an Event or parking at an Event.

GHIP means the government health insurance plan of an Insured Person's province or territory of residence in Canada.

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.

Hospital means an institution which is licensed to provide, on an inpatient basis, medical care and treatment of sick and injured persons through medical, diagnostic and major surgical facilities, under the supervision of a staff of Doctors and with 24-hour-a-day service. Hospital does not include any institution or part of an institution which is licensed or used principally as a clinic, a continued care or extended care facility, a convalescent home, a rest home, a nursing home or home for the aged, a health spa or a treatment centre for drug addiction or alcoholism.

Hospitalization means a stay of at least forty-eight(48) hours in a Hospital for Emergency Medical Treatment, which cannot be postponed.

Household Member means a spouse, parents, stepparents, grandparents, grandchildren, in-laws, natural or adopted children, stepchildren, siblings, and step-siblings whose permanent residence and address is the same as the Cardholder.

Immediate Family Member means an Insured Person's Spouse, child (whether natural, adopted or step-child), grandchild, grandparent, parent, step-parent, sibling, step-sibling, parent-in-law, child-in-law or sibling-in-law.

Insured Person means a Cardholder and, where specified, certain other eligible persons as outlined under the applicable benefit.

Key Employee means an employee whose continued presence at the Insured Person's place of business is critical to the ongoing affairs of the Insured Person's business during Your Trip.

Legal Business Partner means a person who participates with the Insured Person in the daily management of a shared business and who shares the financial risk of the operation.

Loss for the purposes of Common Carrier Accidental Death and Dismemberment and Car Rental Accidental Death and Dismemberment coverage 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 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 middle joints; and
- iv. with respect to a foot, Accidental Bodily Injury causing actual irreversible severance of a foot, at or above the ankle joint.

Medical Condition means any illness, injury or symptom, whether diagnosed or not.

Medical Emergency means any unforeseen illness or Accidental Bodily Injury which occurs during a Trip and required immediate medical care or treatment from a Doctor. A Medical Emergency ends when the illness or Accidental Bodily Injury has been treated such that the Insured Person's condition has stabilized. Treatment provided, when medical evidence indicates that an Insured Person could delay treatment or return to Canada for such treatment, is not considered a Medical Emergency and is not covered.

Mobile Device means a new or, if purchased directly from an original equipment manufacturer or Provider, a refurbished cellular phone, smartphone or tablet (portable single-panel touchscreen computer), which has Internet-based and/or wireless communication capabilities, and which has not been purchased by a business and/or used for business or for commercial purposes.

Mysterious Disappearance means an article of personal property or a Mobile Device cannot be located and the circumstances of its disappearance cannot be explained or do not lend themselves to reasonable inference that a theft occurred.

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 the personal property, excluding any extended warranty offered by the manufacturer or any third party.

Other Insurance means all other applicable valid insurance, indemnity, warranty, or protection available to the Cardholder in respect of a loss subject to a claim under this Certificate of Insurance, including group and individual insurance, credit card coverage (whether group or individual), and any other reimbursement plans.

Plan means a fixed-term contract offered by a wireless service provider.

Pre-Existing Condition means any Medical Condition for which symptoms appeared or for which an Insured Person sought the attention of a Doctor, had investigated, diagnosed or treated, had treatment or further investigation recommended, or for which medication was prescribed or altered, in the 180 days prior to:

- i. the date the Trip was booked for Trip Cancellation and Trip Interruption/Delay; and
- ii. the Trip departure date for Travel Emergency Medical Insurance.

For Travel Emergency Medical Insurance, a Pre-Existing Condition does not include a Medical Condition which is controlled by the consistent use of medications prescribed by a Doctor, provided that, during the 180-day period, before the Insured Person's departure, there has been no other treatment or investigation recommended and there has been no change in medication. A new medication or increase/decrease in dosage constitutes a change.

Primary Cardholder means any natural person resident in Canada who is the applicant for, and is issued an ATB World Elite Mastercard by the Policyholder.

Primary Ticket Outlet means an organization that contracts directly with artists, venues, and promoters to sell Event Tickets on its behalf.

Provider means a Canadian wireless service provider.

Purchase Price means the Total Cost paid and charged to the Account if purchasing a Mobile Device outright, or the Total Cost the Cardholder will pay if funding the purchase of a Mobile Device through a Plan.

Reasonable and Customary Charges means charges which do not exceed the general level of charges made by other providers of similar standing in the locality or geographical area where the charges are incurred, when furnishing comparable treatment, services or supplies for a similar Medical Emergency.

Rental Agency(ies) means an auto Rental Agency registered or licensed to rent vehicles. For greater certainty, the term Rental Agency refers to traditional auto Rental Agencies. Rental Agency does not include agencies or online marketplace services which facilitate the rental of privately-owned vehicles or other similar services.

Rescheduling Expenses means the additional charges associated with Eligible Expenses, including administrative and change fees, which result from rescheduling a Trip, prior to departure, and which have been charged to Your Account.

Season Ticket means the purchase of admission as a subscriber or season ticket holder to a series of similar sports or performing art Events to be attended over a period of weeks, months, or a year.

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 (1) year.

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

Total Cost means the cost of a Mobile Device, including any applicable taxes, and less any Trade-In Credit(s) and costs for fees associated with the Mobile Device purchased such as insurance premiums, customs duty, delivery and transportation costs, or similar costs or fees.

Trade-In Credit(s) means an in-store credit or certificate issued by a retailer of Provider to the Cardholder when the Cardholder trades-in an old mobile device.

Travelling Companion means a person booked to travel with You and/or Your Spouse on a Trip and who has prepaid accommodations and/or transportation arrangements for the same Trip.

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

World Elite Mastercard means an ATB World Elite Mastercard issued by the Policyholder.

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