



ATB GOLD CASH REWARDS MASTERCARD®

Benefits Guide

Cardholder Agreement

Cash Rewards Terms & Conditions

Certificate of Insurance and
Travel Assistance Services



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Unlimited cash back on every purchase.

With your new ATB Gold Cash Rewards Mastercard®, you now have access to:

Unlimited Cash Back Rewards: Get 1% cash back on every dollar you spend, automatically applied to your statement every January. See page 22 for complete details.

Purchase Assurance & Extended Warranty Coverage: Eligible purchases made using your card are protected for 90 days against loss, damage or theft. Double the original manufacturer's warranty up to one additional year on eligible purchases. See page 26 for coverage details.

Protect Yourself While Travelling: Get up to 31 days of car rental collision damage waiver coverage, plus personal effects coverage up to \$1,000 per insured person when you charge the full cost of your rental to your card. Coverage up to \$300,000 if a covered accident occurs while traveling in a common carrier. See page 26 for coverage details.

Personalize your plastic: Add a little fun and pizzazz to your wallet! Choose from one of our many available images using MyPic®. Enroll today at **atb.com**.

Contactless Payments: Contactless technology lets you make everyday purchases quickly and safely with just a tap of your ATB Gold Cash Rewards Mastercard.

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

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

ATB Financial Mastercard® Personal Cardholder Agreement

Effective October 05, 2021

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

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

1. About this Agreement

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

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

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

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

Billing Period means the days covered by your Statement.

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

Cardholder means each Primary Cardholder and each Authorized User.

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

Cash Advance means an advance of cash that we authorize and that you can get by using a Card or Cheque including cash withdrawals and money transfers from an ABM, a financial institution or any other place (like a casino). Cash Advance includes a bunch of other uses of your Card Account as

well as “cash-like” transactions such as Balance Transfers, money orders, wire transfers, traveler’s cheques, purchase of lottery tickets (including home lottery tickets and lottery ticket subscriptions), gambling transactions (including online gambling), gaming transactions (including betting, off-track betting, race track wagers, and casino gaming chips), cryptocurrency transactions and investment transactions.

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

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

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

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

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

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

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

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

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

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

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

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

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

Statement means your periodic billing statement that lists all of the transactions made from your Card Account during the

Billing Period and shows how much you've spent, paid back and continue to owe to us.

Statement Date means the last day of your Billing Period.

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

1.2 Your Agreement with Us

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

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

1.3 Responsibility for the Debt

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

The Primary Cardholder can incur a Debt even if:

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

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

1.4 Authority and Instructions

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

2. Card Account and Card Issuance

2.1 Account Opening and Card Issuance

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

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

2.2 Authorized Users

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

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

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

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

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

2.3 Card Ownership

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

2.4 Cheques

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

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

2.5 Credit Limit

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

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

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

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

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

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

2.6 Security Credentials

We may provide Security Credentials or other Card Account information that allows you to use your Card and Card Account. If there is more than one Primary Cardholder, we may allow each Primary Cardholder to choose a separate password (each a **Cardholder Password**) to access the Card Account.

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

2.7 Protecting Your Card and Security Credentials

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

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

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

3. Using the Card

3.1 How It Works

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

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

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

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

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

3.2 Problems with Merchants

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

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

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

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

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

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

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

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

3.4 Pre-authorized Payments

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

- (a) those pre-authorized by any Authorized User;
- (b) those charged to the Card Account after:

- (i) this Agreement ends;
- (ii) a Card is cancelled; or
- (iii) the Card Account is closed.

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

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

3.5 Optional Features and Benefits

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

If the benefits or services are provided by third parties and not by us, then the terms set by those third parties will apply and may be changed or cancelled with or without notice. We're not liable for third party providers in any way and, if you have any issues with anyone providing the benefit or service, you have to settle it with them directly.

3.6 Promotional Offers

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

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

3.7 Balance Transfers

We will only allow a Balance Transfer if there is enough available credit in the Card Account to cover the Balance Transfer and any applicable fees. You should keep in mind that all Balance Transfers are Cash Advances (meaning interest is charged at the Cash Advance rate starting on the date of the transfer (no grace period)). If we approve a Balance Transfer, the Cash Advance fee applies (check the Summary of Rates, Fees and Disclosures). But, if the Balance Transfer is approved

at a promotional interest rate, then the promotional Balance Transfer fee applies instead of the Cash Advance fee (check the Summary of Rates, Fees and Disclosures). You cannot instruct a stop payment on a Balance Transfer, and even if we approve a Balance Transfer and process it quickly after we receive the request, we don't control when the receiving financial institution (called the **Payee**) will credit your account with the Balance Transfer amount. We are not responsible for any charges the Payee imposes related to the Balance Transfer, any delays in paying the Balance Transfer or for anything else that involves your account with the Payee.

4. Interest

4.1 Interest Rates

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

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

Grace Period for New Purchases and Fees

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

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

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

Cash Advances and Charges from Previous Statement

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

We always charge interest on:

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

If interest applies, it will continue to be charged until the interest-bearing amounts are paid in full – not all payments will be used to pay down interest-bearing amounts (even if you

ask us to apply your payment that way) – check the section below called “How We Apply Payments”. If necessary, interest will continue to be charged even after we get a judgment against you.

4.2 How We Calculate Interest

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

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

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

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

4.3 Changes to Interest Rates

Changes from Standard and Default Rates

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

Changes to Prime Lending Rate

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

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

transactions made starting on the first day of that same Billing Period).

Changes to Applicable Interest Rates

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

5. Statements

5.1 Monthly Statements

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

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

5.2 Tell Us About Statement Errors

You must check each Statement carefully to make sure there are no mistakes. If you find an error you are responsible for telling us. If we don't hear from you within 30 days from the Statement Date, then we'll assume the Statement is correct and that our records are accurate (and we don't have to correct any mistakes you point out later). We always have the ability to correct any amount that has been credited to the Card Account or any errors relating to Charges that didn't appear on the Statement.

6. What You Owe

6.1 Making Payments

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

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

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

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

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

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

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

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

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

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

If you make a payment that doesn't clear (like a bounced cheque), if we already credited your Card Account, we'll reverse the credit and you will still owe us the amount of the payment, and we'll continue to charge interest (if applicable) until it is paid.

6.2 How We Apply Payments

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

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

(g) then to disputed items.

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

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

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

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

6.3 Credits From Returned Purchases

If you return a Purchase that you made with your Card and the merchant issues you a credit, we will credit the Card Account for that amount. Credits will only affect the daily interest-bearing balance if the transaction was posted to the Card Account. So if we don't receive the credit before we add the related Charge to the Statement, the Primary Cardholder must make the payment based on the balance shown on the Statement, even if the balance is higher than you expected it to be because a credit is expected. If we charge interest on the Card Account because of a transaction that we later receive a credit for, we will not refund the interest charged.

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

6.4 Credit Balances

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

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

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

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

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

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

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

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

8. Termination

8.1 Ending this Agreement

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

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

- 1. the Primary Cardholder fails to pay:
 - (i) the Minimum Payment Due for a Billing Period before the Payment Due Date on the Statement; or
 - (ii) any other payment when due under this Agreement;

2. any Primary Cardholder becomes insolvent or bankrupt, or a petition in bankruptcy is filed; or
3. any Cardholder doesn't comply with this Agreement or any other agreement with us.

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

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

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

8.2 Our Rights

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

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

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

9. Personal Information and Privacy

We take your privacy very seriously. That's why we are so committed to protecting your personal information and keeping it private. When you ask us to send you a Card and use our products or services you acknowledge that we will collect, use and disclose your personal information as outlined in our Privacy Statement. For more details about our commitment to protecting our customers' privacy you can check out our Privacy

Code or you may reach out to a member of our privacy team at **PrivacyOfficer@atb.com**. You can get a copy of our Privacy Statement and Privacy Code at **atb.com**, from an ATB Financial branch, or by calling 1-800-332-8383.

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

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

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.

ATB Financial Cash Rewards Program Terms and Conditions

Effective October 05, 2021

1. Reward Program

These are the current terms that apply to the ATB Financial® Cash Rewards Program associated with your Card Account that allows you to earn a cash rebate. In these terms, “you” means the Primary Cardholder and any capitalized words use here are defined in your ATB Financial Mastercard Personal Cardholder Agreement. Once you activate your Card or use your Card Account in any way, this means that you accept these terms.

2. Eligibility

The reward program is automatically available to you at no extra cost as long as your Card Account is in Good Standing and you don't use your Card for business purposes. There is only one cash rebate for each Card Account. All Card transactions earn the cash rebate (including Authorized User transactions), but the cash rebate is only payable to the Primary Cardholder. If there is more than one Primary Cardholder, the cash rebate will not be divided between you.

3. The Cash Rebate

3.1 Cash Rebate

3.1.1 The reward program is an annual program. You may accumulate the cash rebate each month, beginning each year with your January Statement to the end of the last billing Statement in that calendar year. If your Card Account was opened after January, the cash rebate will start accumulating in the month in which your Card Account was opened. As long as your Card Account is in Good Standing, the cash rebate for each year as shown on your December Statement will be credited to your Card Account on your January Statement. Until then, the cash rebate has no cash value and will not be considered to be your property for any purpose.

3.1.2 Once the cash rebate is posted on your January Statement, the cash rebate balance will reset to zero (unless the cash rebate balance is negative, in which case the negative balance will carry over to the next year) and the rebate will start accumulating again on the first day of your January billing cycle. Rebate information will be shown on each Statement or you can call us toll free at 1-800-332-8383. Check your Statements carefully and let us know within 30 days if you see any mistakes, otherwise we'll assume we got it right.

3.2 Earning the Cash Rebate

The cash rebate will be awarded at a rate of 1.00% for every \$1.00 in Purchases made while your Card Account is in Good

Standing (Purchases do not include Cash Advances, credit adjustments, account fees (like annual fees), interest or other charges). The Cash Rebate cannot be earned after your Card Account is closed or after the Program is terminated.

3.3 Calculating the Cash Rebate

The cash rebate will be calculated each day by multiplying total daily Purchases by 1.00%, rounded down to the nearest cent.

For example, if you make two Purchases on one day of \$89.99 and \$28.75:

- daily Purchase total: $\$89.99 + \$28.75 = \$118.74$
- $\$118.74$ multiplied by 1.00% = $\$1.1874$
- $\$1.1874$ rounded down to the nearest cent = $\$1.18$ cash rebate.

Your daily cash rebates are added together for each day in the year.

3.4 Posting/Adjusting the Cash Rebate

When you make a Purchase, the cash rebate will be posted to your Card Account and reflected on your Statement. If there's a refund (credit) transaction posted to your Card Account, a portion of your cash rebate will be deducted (also calculated based on 1.00% for every \$1.00 of the refund, or whatever the formula is at the time of the refund). If you don't have enough cash rebate accumulated for us to deduct the full amount that is due, we'll deduct the additional rebate amount from future cash rebate that you earn.

3.5 Taxes

You are responsible for figuring out all of the tax stuff – this might include declaring the total value of the cash rebate to appropriate tax authorities and paying any tax that you owe because of the rebate. We do not issue tax receipts.

4. 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 ATB's 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 branch, or by calling 1-800-332-8383.

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**

5. The Really Really Legal Stuff

5.1 Transferring or Dividing the Cash Rebate

The cash rebate is not transferable from your Card Account to another cardholder's account and it cannot be divided in the case of separation or divorce. However, if your Card has been lost or stolen, your accumulated cash rebate will be automatically transferred to your new ATB Gold Cash Rewards Mastercard card account.

5.2 Conversion of Rewards from Another Program

If you are enrolled in a different rewards program offered by us, you may be able to convert rewards that you have earned but not redeemed under that program to this reward program. If we allow this type of conversion, we'll let you know all of the details like the rate of conversion and whether there are any fees or restrictions.

5.3 Card Account Closure

If the Card Account is closed or cancelled (by you or us for any reason, other than because of your death), then your accumulated cash rebate will be automatically cancelled without any payment or notice to you and you will not be able to redeem, transfer or convert your cash rebate after that.

5.4 Death of Primary Cardholder

Upon the death of a Primary Cardholder, please provide us with confirmation of the death and we'll let you know of your options, but generally if there was only one Primary Cardholder, any accumulated cash rebate will be credited to the balance on the Card Account, and if there was more than one Primary Cardholder, you can choose to transfer the rebate to another card account, or take the deceased Primary Cardholder's name off this Card Account. Whatever you choose, the deceased Primary Cardholder and their estate release ATB from any claims relating to the cash rebate or the closure of the Card Account.

5.5 Termination of Program

- (a) We can terminate or suspend the reward program at any time. If we do that, and your Card Account is in Good Standing, then within 60 days of the termination date we may either send you a cheque or credit your Card Account for the amount of the accumulated cash rebate as of the termination date.
- (b) We can suspend or terminate your participation in the reward program and cancel any accumulated cash rebate (without payment or notice to you) if you have acted fraudulently, if you haven't followed these terms, or if you go bankrupt, and you will not be able to redeem, transfer or convert your cash rebate after that.

5.6 Other Stuff

- (a) If we ever change these terms (including to change the way we calculate the cash rebate), we'll notify you if we are required to, but the current version will always be available on **atb.com**. You should check **atb.com** to make sure you are aware of the most up to date terms. If

we have posted an updated version of the terms on **atb.com** we will assume that you've seen and read it.

- (b) The cash rebate is not considered your property and cannot be encumbered in any way (this means you can't use your cash rebate as collateral for a loan, for example).
- (c) If we are allowed to do something under these terms but we choose not to, or if we allow you to do something that you are not allowed to do, this doesn't mean that we will do the same in the future. We will always be allowed to exercise our rights under these terms and to require that you follow these terms.

Certificate of Insurance

Amended and Restated: October 04, 2022

ATB Gold Cash Rewards Mastercard and ATB Gold My Rewards Travel Mastercard

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

IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL

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

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

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

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

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

This Certificate of Insurance contains information about your insurance. Please read it carefully and keep it in a safe place. Refer to the definitions section below or to the applicable description of benefits and the paragraph below for the meanings of all capitalized terms.

The coverage outlined in this Certificate of Insurance is effective as of February 1, 2005, and is provided to eligible ATB Gold Cash Rewards Mastercard and ATB Gold My Rewards Travel Mastercard Cardholders (except where otherwise specified under certain benefits), 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 number ATBG0205 (hereinafter 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.

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

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.

Definitions

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

Accidental Bodily Injury means bodily injury caused directly by an Accident occurring while the insurance evidenced by this Certificate of Insurance is in force, which results within three hundred and sixty-five (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 Gold Cash Rewards Mastercard or ATB Gold My Rewards Travel 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 Gold Cash Rewards Mastercard or ATB Gold My Rewards Travel 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.

Dependent Child means Your unmarried natural, adopted or step-children who are dependent on You for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full time attendance at a recognized institution of higher learning. Dependent Child(ren) also includes children 21 years of age or over who are permanently mentally or physically challenged and incapable of self-support.

Dollars and “\$” means Canadian dollars.

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.

Gold Mastercard means an ATB Gold Cash Rewards Mastercard or ATB Gold My Rewards Travel Mastercard issued by the Policyholder.

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.

Immediate Family Member means an Insured Person’s Spouse, child, parent, parent-in-law, or sibling.

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

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.

Mysterious Disappearance means an article of personal property 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.

Primary Cardholder means any natural person resident in Canada who is the applicant for, and is issued an ATB Gold Cash Rewards Mastercard or ATB Gold My Rewards Travel Mastercard by the Policyholder.

Spouse means the person who is lawfully married to You, or the person who You live with and have publicly represented as Your Spouse for at least one (1) year.

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

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

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 Gold Mastercard 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 Gold Mastercard card for ninety (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. items purchased and/or used by or for a business or for commercial gain;
- iii. animals or living plants;
- iv. mail order, internet, telephone or any purchase being shipped until delivered and accepted by You in new and undamaged condition;
- v. golf balls or other sports equipment damaged during the course of normal use;
- vi. automobiles, motorboats, airplanes, motorcycles, motorscooters, 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;
- vii. perishables, such as food and liquor, and/or goods consumed in use;
- viii. jewellery;
- ix. used, refurbished or previously owned items, including antiques, collectibles and fine arts;

- x. cellular telephones, beepers, personal digital assistants (PDA) or any similar electronic device;
- xi. computers, software;
- xii. bodily injury, property damage, exemplary damages, consequential damages and legal fees;
- xiii. 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;
- xiv. 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 Gold 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 Gold 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 a Gold Mastercard provided that, in all cases, automatic coverage is limited to the Original Manufacturer's Warranty of five (5) years or less. Most personal items with an Original Manufacturer's Warranty of over five (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, motorcycles, motorscooters, 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;
- ii. computers, cellular phones, personal digital assistants (PDA) or any similar electronic device;
- iii. services;
- iv. items purchased and/or used for business or for commercial gain;
- v. used items or refurbished items; or
- vi. 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 five (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 Gold 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 applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim. The Insurer will be liable only for the amount of loss or damage over the amount covered under such other insurance, indemnity, warranty or protection and for the amount of any applicable deductible, and only if all

such other coverage has been claimed under and exhausted, and further subject to the terms, exclusions, and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

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 ninety (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 Gold 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); and
- iv. a police, fire, insurance claim or loss report or other report of the occurrence of the loss sufficient for determination of eligibility for the benefits hereunder.

Prior to proceeding with any repair services, You must obtain the 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.

Car Rental Collision Damage Waiver

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 Gold Mastercard Account and/or pay such cost with points redeemed under the ATB Financial My Rewards Program.

Eligibility: You are eligible for Gold Mastercard Car Rental Collision Damage Waiver ("CDW") insurance coverage when You rent most private passenger vehicles on a daily or weekly basis for a period NOT to exceed thirty-one (31) consecutive days, provided that:

- i. You initiate the rental transaction by booking or reserving the car rental with Your Gold Mastercard and by providing Your Gold Mastercard as payment guarantee prior to 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 Gold Mastercard 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 for any deductible that may apply, provided all the requirements outlined in this Certificate of Insurance have been met and You have waived the rental agency's deductible waiver. No CDW/LDW premiums charged by the rental agencies will be reimbursed under 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 Gold 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 Gold 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 Cardholder's 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 cancelled.

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 eight (8) including the driver.

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

- i. any vehicle with a manufacturer's suggested retail price (MSRP), excluding taxes, over sixty five thousand Dollars (\$65,000) at the time and place of loss;
- 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 twenty (20) years old or have not been manufactured for ten (10) years or more);
- ix. customized vehicles; and
- x. leased vehicles.

Exclusions and Limitations: 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.

CDW benefits do NOT include coverage for:

- i. vehicles rented for a period that exceeds 31 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 31 days, no coverage will be provided even for the first 31 days of the rental period. Coverage may not be extended for more than 31 days by renewing or taking out a new rental agreement with the same or another vehicle rental agency for the same or another vehicle.

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

You will be required to submit a completed claim form 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 Gold 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; and
- 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.

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

Personal Effects

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. This coverage is in effect when You charge the FULL cost of a car rental to Your Gold 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 applicable valid insurance, indemnity or protection 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, indemnity or protection 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, indemnity or protection policies or contracts.

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	\$200,000
Loss of both hands or both feet	\$200,000
Loss of one foot or one hand and the entire sight of one eye	\$200,000
Loss of sight of both eyes	\$200,000
Loss of one hand and one foot	\$200,000
Loss of speech and hearing	\$200,000
Loss of one hand or one foot	\$100,000
Loss of sight of one eye	\$100,000
Loss of speech	\$100,000
Loss of hearing	\$100,000
Loss of thumb and index finger on the same hand	\$50,000

The maximum benefit payable for Loss resulting from any one Accident is \$300,000 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**.

Flight Delay Insurance

ATB Gold My Rewards Travel Mastercard only.

For these benefits, Insured Person means You, Your Spouse and Your Dependent Child(ren) while travelling with You. Benefits are in effect when You either: (i) charge the FULL cost of Ticket(s) to the Your Gold Mastercard Account, (ii) pay such cost with points redeemed under the ATB Financial My Rewards Program, (iii) or pay such cost by any combination of a charge to your Gold Mastercard Account and redemption of points.

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

Delayed Luggage Insurance

ATB Gold My Rewards Travel Mastercard only.

For these benefits, Insured Person means You, Your Spouse and Your Dependent Child(ren) while travelling with You. Benefits are in effect when You either: (i) charge the FULL cost of Ticket(s) to the Your Gold Mastercard Account, (ii) pay such cost with points redeemed under the ATB Financial My Rewards Program, (iii) or pay such cost by any combination of a charge to your Gold Mastercard Account and redemption of points.

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 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 applicable valid insurance, indemnity, reimbursement or protection 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, indemnity, reimbursement or protection and for the amount of any applicable deductible, only if all such other coverage has been claimed under and exhausted and subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

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 forty-five (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 ninety (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 information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer's privacy policy by calling **1-888-778-8023** or from their website: **assurant.ca/privacy-policy**. If You have any questions or concerns regarding the privacy policy or Your options for

refusing or withdrawing this consent, You may call the Insurer at the number listed above.

Travel Assistance Services

The Travel Assistance Services are services only, not insurance benefits. 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 United States, 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.

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