

Cardmember Agreement

Effective August 1, 2019



Your Diners Club Professional Card cardmember agreement

In this agreement, “*you*” and “*your*” mean the primary cardmember and any additional cardmember. “*We*”, “*our*” and “*us*” mean Bank of Montreal. Some words in this agreement have special meanings, which we have explained in section 1 of this agreement.

Please read this agreement carefully and keep it to refer to later. It replaces any other agreements we may have sent to you. You won't be bound by this agreement if you return your card to us, as long as you haven't activated your account. If you haven't activated your account and do not wish to be bound by this agreement please call us to ensure that your account is closed. When you applied for your Diners Club Professional Card, you agreed to the terms of this agreement as follows:

1. About some of the words in this agreement

Here are the definitions of some of the words in this agreement:

- *account* means a Diners Club Professional Card account established in the name of the primary cardmember
- *additional cardmember* means each person to whom we have issued a card on the primary cardmember's account, at the primary cardmember's request and includes those individuals identified as an “authorized user” in the primary cardmember's card application
- *additional card* means a card we have issued to an additional cardmember
- *billing period* means the days covered by an account statement
- *card* means a Diners Club Professional Card we issue and any renewals or replacements of it that we issue and any other payment device we provide you to enable you to use the account
- *card carrier* means the form that your card is attached to when you receive it
- *cash advance* means an advance of money from us that is charged to the account. We treat cash-like transactions and balance transfers the same as cash advances
- *cash-like transactions* mean transactions involving the purchase of items that are similar to and/or can be converted into cash. Cash-like transactions include but are not limited to: wire transfers, money orders, travellers cheques, casino gaming chips and gaming transactions (including betting, off track betting and race track wagers), securities, government owned lottery tickets, court costs (including alimony, child support), fines, bail, bond payments, and tax payments.
- *daily balance* has the meaning given to it in section 13(a)
- *grace days* mean the number of days between the date of your account statement and the payment due date shown on your account statement
- *new balance* means the amount shown on your account statement as the new account balance, which is the balance you owe as of the statement date
- *PIN* means personal identification number
- *primary cardmember* means the person who applied for a card and in whose name we opened an account
- *purchase means* an advance of money from us charged to the account that equals the amount you paid for goods or services by using your card
- *revolving balance* means the unpaid portion of the new balance that remains unpaid after the payment due date shown on your account statement
- *total debt* means the total of all purchases, cash advances, interest charges and fees and any other amounts that may be charged to the account under this agreement
- *transaction* means any purchase, cash advance, interest charge, fee, payment, credit or debit adjustment and any other amounts that may be charged to the account

There are certain terms outlined in this agreement that have equivalent definitions in Quebec (as required by the Quebec Consumer Protection Act).

We have outlined them below:

Terms used in the Cardmember Agreement	Corresponding meaning under the Consumer Protection Act (Quebec)
Credit Limit	Credit Extended
Interest Charges	Credit Charges
Annual Interest Rate	Credit Rate
Interest-free Grace Period	Period given to pay outstanding amounts without having to pay credit charges, except as regards money advances
Minimum Payment	Minimum periodic payment required
Annual Fees ; Other Fees	There may be other charges under this Agreement that we disclose to the Borrower, including fees for returned payments, duplicate statements, cash advances, cash-like transactions, bill payments, cheques, redemptions, inactive accounts, among others.

2. Ownership of the card

Your card belongs to us and you can't transfer it to anyone else. You are the only person permitted to use your card.

3. Using your card

You can make a purchase or get a cash advance by using your card or in any other ways we allow. You authorize us to charge the amount of any purchases or cash advances you make to the account.

You must not use your card to get a cash advance from a merchant.

If you make a purchase or get a cash advance by providing your card number without presenting your card, we'll treat the transaction the same as if you had used your card and signed a purchase or cash advance slip.

You must sign your card as soon as you receive it. You must not use your card after the expiry date shown on your card. You must not use your card or account for any illegal purpose, including buying any goods or services prohibited by law where you live. You may only use your card as allowed in this agreement. We may monitor unusual transactions for security reasons.

4. Other card benefits and services

The terms and conditions applicable to your card are contained in this agreement. If any extra benefits or services are added to your card, we'll send you separate terms and conditions relating to those extra benefits and services. We may change or withdraw any card benefit or service at any time without telling you in advance. If you reside in Quebec, notice of any change or withdrawal will be provided in accordance with the applicable terms and conditions relating to those extra benefits and services.

You may receive information about other products and services offered by us or selected third parties, including our affiliates. We are responsible only for products and services that we offer.

5. Your credit limit

The total credit limit applies to the account, even if there is more than one card issued on the account. We show the credit limit on your card carrier and on your account statement. We need to obtain the express consent of the primary cardmember before increasing the credit limit. We may reduce the credit limit at any time without telling you in advance.

You do not have the right to exceed the credit limit.

If you reside outside of Quebec and you exceed the credit limit, you will pay the over limit fee set out in the card carrier or in any notice that we provide to you.

6. Your responsibility for the total debt and consent to communicate

Subject to this section and section 7, the primary cardmember is responsible for and must pay the total debt. This applies whether or not the primary cardmember incurred the total debt, whether or not the total debt exceeds your credit limit, and regardless of how the total debt was incurred. You must not use the account, or any other credit card account with us, to pay all or any part of the total debt.

You expressly consent to us communicating information about you and your account to additional cardmembers and to contact additional cardmembers for the purposes of communicating such information.

7. Your responsibility for lost, stolen or misused cards

You must take reasonable care to safeguard your card and PIN against loss, theft or misuse. To safeguard your PIN:

- you must not voluntarily disclose your PIN
- you must keep your PIN separate from your card
- you must not choose a PIN selected from your name, date of birth, telephone numbers, address or social insurance number

You must notify us by telephone within 24 hours if you learn of the loss, theft or misuse of your card, or if you know or suspect that someone else knows your PIN.

You must not allow any person other than a cardmember to use a card or the account. If this happens, you will be liable for all resulting transactions and any interest, fees and losses incurred, even if the other person was a minor or did not comply with any limitations you placed on their use of the card or account.

If someone uses your card without your authorization, you are not liable if:

- you did not contribute to the unauthorized use
- you used reasonable care to safeguard your card and PIN, and
- you notified us by telephone within 24 hours after you learned of the loss, theft or misuse of your card, or after you suspected that someone else knows your PIN.

If you reside in Quebec, your liability for any fraudulent or other unauthorized use of your card will be limited to \$50 during the period that you did not notify us of the fraudulent or other unauthorized use unless you committed a gross fault regarding the safeguarding and protection of your card and PIN. You will be considered to have committed a gross fault (and we will claim all charges incurred in connection with the fraudulent or other unauthorized use from you) if:

- you contributed to the fraudulent or other unauthorized use
- the fraudulent or other unauthorized use consists of a chip and PIN transaction
- you learned (or ought to have learned, upon receipt of your statement or otherwise) of the loss, theft or misuse of your card or you suspected that someone else knows your PIN and you did not notify us in a timely manner

If you don't meet these criteria, you will be liable for all charges incurred in connection with the unauthorized use.

You agree to cooperate and help with any investigation that we initiate into unauthorized use you report before we will consider reimbursing you for any losses. This cooperation may include filing a report with law enforcement authorities.

8. Fees we charge

We will charge the account with the applicable fees shown on the card carrier or in any notice we provide you.

9. Foreign currency transactions

We convert any transactions made in a foreign currency to Canadian dollars using a Mastercard®* conversion rate in effect on the day the transaction is posted to your account. The Mastercard conversion rate is the rate that we pay to Mastercard International Incorporated plus the markup percentage disclosed to you from time to time. This rate may not be the same as the rate that existed on the date the transaction was made.

10. Promotional interest rates and balance transfer

Occasionally, we may offer you time-limited promotional interest rates on new qualifying transactions related to balance transfers, cash advances and/or purchases. The promotional interest rates will only apply if the account remains in good standing and you do not exceed the credit limit at any time. When a promotional interest rate ends, your standard interest rate will apply. Promotional offers will also be subject to any additional terms that we set out in the offer.

11. Payments

Your payments are processed the day we receive them. You must make sure that we receive your payment on or before the payment due date shown on your account statement.

If your payment due date falls on a weekend or a holiday in the Province or Territory where our records show you live, a payment received by us on the next business day following such payment due date will be considered to have been paid on time. If your statement address is outside Canada, we will use the Federal holidays of Canada to determine whether your payment will be considered to have been paid on time.

12. Interest on cash advances, purchases and fees

- (a) We calculate interest on cash advances from the date of the cash advance until the date we receive payment in full. There are no grace days provided for cash advances.
- (b) We don't charge interest on purchases and fees appearing on your account statement for the first time if you pay your new balance in full within the number of grace days set out in your card carrier or in any notice we provide to you.
- (c) If you don't pay your new balance in full, interest charges on those purchases and fees will appear on your next monthly statement. We will charge interest retroactively from the date of the purchase or fee until the date we receive payment in full.

13. How we calculate interest

The interest rates we charge are:

- the annual cash advance and purchase interest rates shown on the card carrier or any notice we provide to you; or
- any promotional interest rates that we may provide to you.

Your account statement shows your annual and daily interest rates. The amount of interest we charge you on each account statement is calculated as follows:

- first, we determine your average daily balance by adding the interest-bearing amount you owe each day and dividing that total by the number of days in the statement period.
- next, we determine the daily interest rate by dividing the annual interest rate by the number of days in a year.

Your interest charge is then calculated by multiplying the average daily balance by the daily interest rate by the number of days in a statement period.

If different interest rates apply to categories of transactions (such as purchases, cash advances, balance transfers), we calculate the interest charge based on the average daily balance for each rate. Your account statement shows the interest charges for each category.

If your interest rate changes during a statement period, we calculate interest using the rate in effect at the end of that period.

14. How we apply payments to your account

When we receive a payment, we use the money first to pay off the minimum payment amount appearing on your account statement in the following order:

- first, to any interest that appears on your account statement;
- second, to any fees that appear on your account statement including, but not limited to, annual card fees, fees for optional benefits and services, and cash advance fees;
- third, to credit card balance insurance premiums that appear on your account statement;

- fourth, to any transactions that appear on your account statement, including the greater of the following amounts: any amount past due on your account statement or the amount by which your new balance exceeds your credit limit;
- fifth, to any fees which have not yet appeared on your account statement; and
- sixth, to any transactions which have not yet appeared on your account statement

Your payment will be applied to balances within each of the above categories beginning with the lowest interest rate item(s) within the category and continuing to the highest interest rate item(s) within the category.

If you pay more than the minimum payment due, we will apply that excess amount of your payment to the remaining balance on your account statement, as follows:

- First, all items that have the same interest rate will be placed into the same category;
- Second, we will allocate the amount of your payment that is in excess of your minimum payment amount to the different interest rate categories in the proportion that the amount in each category represents of the remaining balance. For example, if your purchases represent 60% of your remaining balance and your cash advances represent 40% of your remaining balance, we will apply 60% of your excess payment towards your purchases and 40% of your excess payment towards your cash advances.

If you pay more than your new balance on your account statement, the excess payment will be applied to transactions that have not yet appeared on your monthly statement, using the same payment allocation described above.

15. Your minimum payment

You may pay your account balance in full at any time. By the payment due date shown on your account statement, you must pay at least the minimum payment.

If you reside outside of Quebec:

Your minimum payment will be equal to the greater of (i) \$10.00; or (ii) 2.00% of the new balance plus the greater of:

- any amount past due on your account statement; or
- the amount by which your new balance exceeds your credit limit

If your new balance is \$10.00 or less, you must pay the full amount.

If you reside within Quebec:

The following minimum payment terms apply: Your minimum payment will be the greater of the following: (i) the percentage of your outstanding balance indicated below plus any amount past due on your account statement; or (ii) any amount by which your new balance exceeds your credit limit; or (iii) \$10.00. If your new balance is \$10.00 or less, you must pay the full amount.

Credit Card Statements Generated During the Following Periods	Percentage of the Outstanding Balance Payable
August 1, 2019 to July 31, 2020	2.50%
August 1, 2020 to July 31, 2021	3.00%
August 1, 2021 to July 31, 2022	3.50%
August 1, 2022 to July 31, 2023	4.00%
August 1, 2023 to July 31, 2024	4.50%
August 1, 2024 or later	5.00%

16. Estimated Time to Repay

In calculating the number of years and months required to repay an account balance shown on an account statement if you pay only the minimum payment due each month on the payment due date, we assume that the current annual interest rate for purchases will apply throughout the repayment period. We also use such other assumptions as are required or permitted by applicable law.

17. If you have a problem with a merchant

We are not responsible for any problem you have with a merchant or if a merchant does not accept your card. Even if you have a problem with a merchant, you are still responsible for the total debt. You must settle any problems you may have directly with the merchant.

If a merchant gives you a refund and we receive a credit note from the merchant, we will credit it to the account on the day we receive it. A merchant refund is not counted towards the minimum payment required by this agreement.

18. Limitations on our liability

We try to ensure that you can always use your card. Occasionally, however, you may not be able to do so because of systems or communication problems involving a merchant, Mastercard International Inc. or us. We may also block use of your card without telling you if we suspect unauthorized or fraudulent use of the card. We are not liable to you if you cannot use your card.

19. Your account statements

We'll provide you an account statement every month when there has been a transaction posted to the account or there is an account balance owing at the end of the billing period. You must tell us in writing, no later than 30 days after your account statement date, of any mistakes or missing information in your account statement. If you don't tell us, you agree that your account statement is correct, except for any amount we applied incorrectly to the account, which we may reverse at any time. If we can't send your account statement on time for any reason, such as a mail strike, you must contact us at least once a month to get the information you need to continue making your payments as required.

If your account statement is returned to us because of an incorrect address, we won't send you any more account statements, and we may not allow you to use the account until you give us your correct address. It's your responsibility to give us this information.

20. Pre-authorized payments to merchants

You are responsible for any pre-authorized payments charged to the account, even after you or we cancel the account. If you wish to discontinue these payments, you must contact the merchant in writing to cancel any pre-authorized payments, and review your monthly statements to ensure that the payments have been discontinued. If the merchant continues to charge your account despite your instructions to cancel the pre-authorized payments, we may be able to assist you if you provide us with a copy of the written notice you gave the merchant, along with any other information that we may ask for.

You are responsible for giving your new account number or expiry date to merchants with whom you have pre-authorized payment arrangements.

If we issue you a replacement card, your automatic bill payments will continue uninterrupted to merchants who are registered for the Mastercard Automatic Biller Updater (ABU) service. Mastercard ABU automatically informs those merchants of the details of your new account number, so that your automatic bill payments are not interrupted.

21. About Mastercard international emergency service

If you lose your card or it's stolen and we give you an emergency replacement card or an emergency advance of money, the advance of money is the same as a cash advance and any transactions you make with the emergency replacement card are the same as transactions you make using your card.

We may not be able to give you an emergency replacement card or an emergency advance of money. Some merchants may not honour your emergency replacement card, and some card benefits and services may not be available with your emergency replacement card.

22. Cancellation of your card

We may do any of the following without telling you in advance:

- cancel any card on the account
- cancel your rights and privileges related to your card
- close the account

If we cancel your card, withdraw your rights and privileges, or close the account:

- we may seize your cards

- you may not use your card or account
- you must destroy your card
- you must pay the total debt immediately. If you don't, we may apply any money you have on deposit with us or any of our affiliates against the total debt
- you must pay the legal fees and expenses we incur to recover amounts you owe us
- you must cancel all pre-authorized merchant payments from the account

The primary cardmember may cancel their card or any additional cards at any time by contacting us (see section 30). If the primary cardmember cancels their card, we will also cancel all additional cards associated with the account.

23. Clause required under the Consumer Protection Act (Quebec).

(Clause of forfeiture of benefit of the term)

Before availing himself of this clause, we must send you a notice in writing and a statement of account. Within 30 days following receipt by you of the notice and the statement of account, you may:

- (a) either remedy the fact that you are in default;
- (b) or present an application to the court to have the terms and conditions of payment prescribed in this agreement changed.

It is in your interest to refer to sections 104 to 110 of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

24. Changes to this agreement

We can change this agreement or anything disclosed on the card carrier or the interest rates and fees by telling you in writing as we are required to by law. Any changes we make apply to your account balance at the time we make the change and to your account balance after we make the change.

25. Providing you with account statements and other notices

We will provide account statements and other notices to the primary cardmember. We will provide the information by mail to the addresses in our records unless you and we agree on another method. You must tell us immediately of any changes to these addresses.

26. Club Rewards™

Club Rewards points are earned on all purchases, less returns. Cash advances, interest, service fees and other charges and payments do not qualify for Club Rewards points. For further information on Club Rewards terms and conditions, please refer to your Diners Club Club Rewards Catalogue, or visit the website at www.clubrewards.dinersclubcanada.com.

27. Assigning this agreement

We can assign this agreement or any of its terms to a third party at any time.

28. Clause required under the Consumer Protection Act (Quebec)

(Open credit contract for the use of a credit card)

- (1) If the consumer uses all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the open credit merchant collaborated with a view to granting credit, plead against the lender any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider.

The consumer may also, in the circumstances described in the first paragraph, exercise against the open credit merchant, or against the merchant's assignee, any right exercisable against the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Quebec, is insolvent or is declared bankrupt. The open credit merchant or the merchant's assignee is then responsible for the performance of the obligations of the merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the open credit merchant at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the open credit merchant received if he assigned the debt.

(2) A consumer who is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address.

Any subsequent payment made by the consumer must be applied to the debts contracted before the notice was sent to the merchant.

(3) A consumer who has entered into a preauthorized payment agreement with a merchant under which payments are made out of credit obtained under a credit card contract may end the agreement at any time by sending a notice to the merchant.

On receipt of the notice, the merchant must cease to collect the preauthorized payments.

On receipt of a copy of the notice, the card issuer must cease debiting the consumer's account to make payments to the merchant.

(4) The consumer is not liable for debts resulting from the use of a credit card by a third person after the card issuer has been notified, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by the consumer. Even if no notice was given, consumer liability for the unauthorized use of a credit card is limited to \$50. The consumer is held liable for the losses incurred by the card issuer if the latter proves that the consumer committed a gross fault as regards the protection of the related personal identification number.

(5) Without delay at the end of each period, the merchant must send the consumer a statement of account. The merchant is not required to send a statement of account to the consumer at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of period is zero.

(6) If the consumer makes a payment at least equal to the outstanding balance at the end of the preceding period within 21 days after the date of the end of the period, no credit charges may be required from the consumer on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.

(7) The consumer may demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. The merchant must send the copy of the vouchers requested within 60 days after the date the consumer's request was sent.

(8) Until the consumer receives a statement of account at his address or technological address if expressly authorized by the consumer, the merchant must not claim credit charges on the unpaid balance, except as regards money advances.

It is in the consumer's interest to refer to sections 103.1, 122.1, 123, 123.1, 124, 126, 126.2, 126.3, 127 and 127.1 of the Consumer Protection Act (chapter P-40.1) and, if further information is necessary, to contact the Office de la protection du consommateur."

29. About your personal information

Personal information is information that identifies you as an individual. It includes not only your name and address, age and gender, but also your personal financial records, identification numbers, including your social insurance number (SIN), personal references and employment records.

Why does the bank ask you for your personal information?

There are some purposes for using your personal information which are self-evident, such as asking for information concerning your credit history to

help determine your creditworthiness if you are applying for a loan or mortgage.

Self-evident purposes should be clear, but if you have any questions, just ask us. In addition to those purposes which are self-evident, we ask you for your personal information for the following purposes:

- to verify your identity and protect against fraud
- to understand your financial service requirements
- to determine the suitability of products and services for you
- to determine your eligibility for certain of our products and services, or those of others, and offer them to you
- to set up and manage products and services you have requested, and
- to comply with legal or regulatory requirements

Sharing your personal information

Your personal information is shared to the extent permitted by law, within BMO Financial Group (that is, BMO and its subsidiaries and affiliates) which provide deposit, loan, investment, securities, brokerage, insurance, trust and other products and services. With this more comprehensive understanding, we are better able to meet your needs as they grow and change.

Your choices

If you would prefer not to receive our direct marketing service and/or not have your personal information shared with a member of BMO Financial Group, you can have your name deleted from our direct marketing and/or shared information lists. All you have to do is ask us. Please note that you cannot opt out of sharing your personal information where you have requested a product or service which is jointly offered by us and another member of BMO Financial Group.

If you would prefer not to have us use your SIN for administrative purposes, just ask us. This option does not apply where we are required to use your SIN for income tax reporting purposes. For complete details on our commitment to privacy, please refer to our privacy code, available at any BMO Bank of Montreal branch or online at bmo.com/privacy.

We may obtain any credit or other financially-related information about you from:

- you
- your employer
- any credit bureau
- any person who has or may have financial dealings with you
- any references you have provided to us.

We may disclose this information about you to:

- any credit bureau
- any person who has or may have financial dealings with you.

We may monitor and record telephone calls between you and us for quality assurance purposes and for our mutual protection.

30. How to contact us, complaint resolution and FCAC

How to contact us

Customer Contact Centre

If you have any questions on this agreement, please contact us at:

1-800-263-22631

8:00 am - 11:00 pm (local time), 7 days a week

For clients who are deaf or hard of hearing, BMO supports calls (24/7) from third party relay service providers trained to relay communications through message relays (MRS) or video relays (VRS).

Lost or stolen cards and emergency travel 7/24 help line:

1-800-361-3361 (Toll free Canada & U.S.)

514-877-0330 (International call collect)

We're here to help - Resolving Customer Complaints

Whenever you need to talk to us, we'll be here to help.

You come first in everything we do. If you have a complaint, we encourage you to let us know and give us the opportunity to resolve the issue. We promise to address your complaint quickly, efficiently, and professionally, as retaining your confidence and trust is of the utmost importance.

(a) Talk to Us

Talk to a representative at the branch or office where your complaint originated, or where you normally conduct your business. If your concerns are not resolved, please involve the Manager/Supervisor. Alternatively, contact:

BMO Credit Card

Call: 1-800-263-2263

www.dinersclubcanada.com

For clients who are deaf or hard of hearing, BMO supports calls (24/7) from third party relay service providers trained to relay communications through message relays (MRS) or video relays (VRS).

(b) Escalate to a Senior Officer

If your complaint is unresolved after following step outlined in section 30(a), you may escalate to the appropriate business group Senior Officer, listed below:

BMO Credit Card

Office of the Head, North American Customer Contact Centre

P.O.Box 3400

RPO Streetsville

Mississauga, ON L5M 0S9

Call: 1-800-372-5111

Fax: 1-866-868-1827

(c) Escalate to the BMO Ombudsman

If your complaint is unresolved after following the steps outlined in section 30 (a) and (b), you may escalate to the BMO Ombudsman.

The BMO Ombudsman's mandate is to conduct impartial reviews of unresolved financial services complaints for customers of Canadian operating groups. The process is based on fairness, integrity and respect, and considers: the interests of all parties, any relevant documentation, applicable laws, rules, regulations, policies and industry practices, as well as the overall fairness of the situation.

At the conclusion of a review, the BMO Ombudsman may facilitate a resolution between the parties or make a recommendation to settle the complaint.

The BMO Ombudsman does not investigate certain types of complaints, including:

- Credit granting policies or risk management decisions
- Decisions to close accounts
- Business decisions to change product or service offerings
- Levels of interest rates, service charges or fees that apply to all customers
- Transaction or other product or service issues for which BMO records no longer exist
- Matters that are, or have been, before a Court, tribunal, or other independent dispute resolution body

BMO Financial Group Ombudsman

1 First Canadian Place

P.O. Box 150

Toronto, ON M5X 1H3

Call: 1-800-371-2541

Fax: 1-800-766-8029

Email: bmo.ombudsman@bmo.com

Website: bmo.com

Escalate to BMO Financial Group Privacy Office if your complaint is regarding the privacy of your personal information and remains unresolved after following the steps outlined in section 30 (a) and (b), you may contact the Privacy Office at:

Email: privacy.matters@bmo.com

Subject line: Attn: Chief Privacy Officer

BMO Financial Group Office of the Chief Privacy Officer

1 First Canadian Place

P.O. Box 150

Toronto, ON M5X 1A1

If you are still not satisfied, you can contact:

The Office of the Privacy Commissioner of Canada

Call: 1-800-282-1376

Visit: www.priv.gc.ca

(d) Contact an Ombuds Service

Ombudsman for Banking Services and Investments

If your complaint relates to one of the following entities:

- BMO Bank of Montreal (Including BMO Private Banking, BMO Creditor Insurance, and BMO Credit Card)
- BMO Investments Inc.
- BMO InvestorLine Inc.
- BMO Nesbitt Burns Inc.

You also have the additional option of escalating your complaint to the Ombudsman for Banking Services and Investments (OBSI).

OBSI is an independent service for resolving banking services and investment disputes. It is your right to bring your case to OBSI for an impartial, informal and confidential review. OBSI is not a regulator, and does not advocate for consumers or the industry. Services are free to consumers.

Ombudsman for Banking Services and Investments (OBSI)

401 Bay Street

Suite 1505

P.O. Box 5

Toronto, ON M5H 2Y4

Call: 1-888-451-4519

Fax: 1-888-422-2865

Email: ombudsman@obsi.ca

Visit: obsi.ca

Voluntary Commitments and Codes of Conduct

BMO Financial Group has participated in the development of and is committed to the following Voluntary Commitments and Codes of Conduct, designed to protect consumers.

1. Canadian Code of Practice for Consumer Debit Card Services
2. Online Payments
3. Guidelines for Transfers of Registered Plans
4. CBA Code of Conduct for Authorized Insurance Activities
5. Principles of Consumer Protection for Electronic Commerce: A Canadian Framework
6. Model Code of Conduct for Bank Relations with Small and Medium Sized Businesses
7. Plain Language Mortgage Documents
8. Low-Cost and No-Cost Bank Accounts
9. Mastercard – Zero Liability
10. Undertaking on Right of Rescission of Principal Protected Notes
11. Code of Conduct for the Credit and Debit Card Industry in Canada
12. Commitment on Modification or Replacement of Existing Products and Services
13. Code of Conduct for Federally Regulated Financial Institutions – Mortgage Prepayment Information
14. Commitment to Provide Information on Mortgage Security
15. Commitment on Powers of Attorney and Joint Deposit Accounts

Let's connect

For more information about the Voluntary Commitments and Codes of Conduct:

Visit: bmo.com

Call: 1-877-225-5266, select language and then select option 3.

Alternative Options

Regulators and Provincial Securities Commissions

Financial Consumer Agency of Canada (FCAC)

The FCAC supervises federally regulated financial institutions to ensure they

comply with federal consumer protection laws and voluntary commitments and codes of conduct. For example, financial institutions are required to provide consumers with information about complaint handling procedures, fees, interest rates and branch closures.

If you have a complaint concerning a consumer protection law or a voluntary commitment or code of conduct, you may contact the FCAC at:

Financial Consumer Agency of Canada

427 Laurier Avenue West, 6th Floor

Ottawa, ON K1R 1B9

Call (English): 1-866-461-FCAC (3222)

Call (French): 1-866-461-ACFC (2232)

Visit: fcac-acfc.gc.ca

Note: The FCAC does not provide redress or compensation and cannot get involved in individual disputes.

Tips: For a complete listing of federal consumer protection laws, voluntary commitments and codes of conduct, visit: fcac-acfc.gc.ca

Our Commitment to You

BMO Financial Group appreciates and values the opportunity to assist you in meeting your financial objectives today, and in the future. We're committed to a strong customer focus: to service, to excellence, and to being responsive to help you reach your goals. This demands that we listen to you, constantly seek ways to enhance your experience with us, and help us earn the right to be your financial services provider.



08/19-1530

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E2171 (08/2019)