

SECURIZONE[®] Assistance Program Contract

Identity theft and fraud assistance



**NATIONAL
BANK**

ASSISTANCE NETWORK

This contract can be cancelled for any reason without fee or penalty within seven days of its receipt. Reasonable fees for the return of property covered by the contract will be assumed by the merchant.*

* Mandatory notice pursuant to the *Consumer Protection Act*.



Program phone numbers

1-888-535-0510

514-871-8360

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The SECURIZONE Assistance program (the *program*) includes several services to prevent or respond to instances of identity theft and fraud.

These services are provided by the service providers (*service provider*) specified in the Summary or by any other service provider mandated by NBC Assistance Inc. (*NBC Assistance*).

SECURIZONE Assistance is for people domiciled in Canada aged 18 and over.

The *program* is promoted by *NBC Assistance* and offered to you in accordance with the following terms and conditions.

To benefit from all the services provided by SECURIZONE Assistance:

- 1 Go to **nban.idassist.com**.
- 2 Register using the one-time access code provided in the welcome letter.
- 3 Confirm your identity to activate credit monitoring and get access to your score and credit report, and create your online monitoring record by providing the required personal information.

Assistance against the risk of identity theft and fraud

Risk assessment

Complete the online questionnaire available at nbc.ca/fraud-prevention. Once you've completed the questionnaire, we will assess your risk exposure and give you your results. The online questionnaire addresses such topics as:

- › Protecting your computer and Wi-Fi access;
- › Managing emails;
- › Your personal identification numbers (PIN);
- › Your credit and debit cards;
- › Using social networks (Facebook, Twitter, LinkedIn, etc.).

Based on your results, we'll suggest a list of actions you can take to increase your security.

Advice on preventing identity theft and fraud

Contact an agent. They will be able to answer any general questions you may have about identity theft. They can give you security and prevention tips.

Notification of major violations

The service provider will proactively notify you by email when a major violation occurs. You can then take action if you feel your identity may have been compromised.

For example, a major violation could be a confidentiality breach that affects several clients of the same company.

Notification of major violations is based on information published by third parties identifying the source of a violation.

Specific clauses and exclusions for all prevention services

- › The content of the questionnaire and the assessment results are subject to review by NBC Assistance and the service provider at their discretion.
- › The assessment results, the list of actions to be taken to improve your security and the information provided by the agents are provided to you for information purposes only and do not engage responsibility on the part of NBC Assistance or the service provider.
- › Not all violations will be considered major violations and will not necessarily be reported by email or text notifications.

Monitoring and alert services

Monitoring credit files

With this service, you'll receive alerts when both official Canadian credit bureaus report events that can help you detect when your identity is being used fraudulently.

Examples of changes that may generate an alert include:

- › Credit query;
- › Credit query for a rental application;
- › Credit query in a hiring process;
- › Credit query for an insurance claim;
- › New account opened;
- › Change of address;
- › Change of name;
- › New bankruptcy;
- › New collection request;
- › Negative information (accounts sent for collection, bankruptcies, foreclosures, etc.).

Inclusions

- › Monitoring of your credit files by the two official Canadian credit bureaus.
- › Alert via email or text message of key changes to your credit file.

Special clauses and exclusions

- › Alerts are provided for your convenience only. All alerts are received and managed at your full discretion.
- › Alerts may contain inaccuracies, and delays may occur in identifying or notifying events triggering an alert.
- › The service provider assumes no responsibility for the content or timeliness of the alerts received.
- › The service provider does not guarantee that the alerts received or subsequent assistance provided will have a particular result or that the efforts made on your behalf will produce a satisfactory result.
- › You're responsible for reviewing the contents of the alert sent and determining whether you need to take action.
- › You're also responsible for paying any fees collected by a third party (including your Internet or mobile service provider) to allow you to post the content.
- › Alerts will be sent to your email address or mobile phone number, depending on your preferences.
- › It's your responsibility to ensure that the service provider has your current contact information on file.

Access to your credit score and credit report

You have access to your credit report, your credit score and its history.

Inclusions

- › Access to your credit score. The score is updated monthly.
- › Access to credit score history.
- › The credit report is always available and updated every 3 months.

Special clauses and exclusions

- › Any credit score provided in the service context will be based on the relevant credit bureau's proprietary evaluation model and may differ from scores used by third parties to assess your creditworthiness.
- › The credit score is for your reference only. It's also available on the market to third parties together with other credit scores and assessment models. The 6-month history of your credit score will be displayed in full after your subscription has lasted 6 months.
- › Potential lenders and creditors or other third parties may use a different score to assess your creditworthiness. Third parties may also take into consideration items other than your credit score or information found in your credit file, such as your income.
- › The service is not intended to provide you with advice or assistance to improve your credit assessment, credit history or credit score.
- › The service does not include checking the accuracy of your credit information.
- › It's up to you to contact the credit bureaus directly to have any errors corrected.
- › Credit bureaus may impose additional conditions on access to and use of credit bureau services.

Online identity monitoring service

The service provider will monitor questionable, potentially fraudulent or black-market websites and send you an email or text alert if your registered personal information is found on these sites.

The service provider will monitor the personal information you provide us, including:

- › Up to 10 debit and credit card numbers;
- › Up to 5 chequing and savings account numbers;
- › Up to 3 email addresses;
- › Up to 3 phone numbers;
- › Up to 2 passport numbers;
- › Your social insurance number;
- › Your driver's licence number.

Inclusions

- › Analysis of data breaches over the last 10 years for the email address and phone number provided at registration. The service provider records the information received during your subscription for you. They will be enabled for monitoring once you have finished setting up your account. You can also delete this information when creating your account.
- › Analysis of data breaches over the past 10 years for any information entered during the activation of online identity monitoring services.
- › Tracking the information you've chosen to provide: debit and credit card numbers (up to 10), chequing and savings account numbers (up to 5), email addresses (up to 3), phone numbers (up to 3), passport numbers (up to 2), social insurance number, and driver's licence number.
- › To use online identity monitoring services, you must first provide your payment information or personal information and activate the monitoring services you wish to use.
- › All information you record for online monitoring can be deleted from your list at any time, after which it will no longer be monitored.
- › Saving or deleting information for online monitoring is done through your online account.

Special clauses and exclusions

- › This service scans information in many third-party databases, not the entire Internet.
- › Internet addresses of suspicious sites are not published and frequently change, so there is no guarantee that the service will search or locate every possible website where clients' personal information is at risk of being sold.
- › The accuracy or completeness of any third-party database cannot be guaranteed.
- › Because public records are subject to change and it is difficult to rely on the accuracy of third-party data sources, we cannot promise that we will detect every possible case of identity theft.
- › We, as well as the service provider, do not assume any responsibility for the accuracy of any database owned by a third party.

Assistance services and support in the event of identity theft or fraud

Identity restoration assistance services are designed to help resolve incidents of identity theft and fraud when you suspect that your identity has been compromised.

If your identity has been compromised, you will receive personalized help to take the necessary action.

Inclusions

- › Choice of service in case of proven identity theft or fraud: an identity restoration expert will offer to either:
 - guide you through the steps of the process, or
 - have you sign a limited power of attorney, then act on your behalf to deal with the companies involved in restoring your identity.

- › When you sign a limited power of attorney, our identity restoration expert will communicate on your behalf with the companies involved in your case to obtain the information needed to restore your identity. They can:
 - access your personal file with creditors, financial institutions and credit bureaus;
 - sign, on your behalf, documents concerning access to personal information under privacy legislation across Canada;
 - request and dispute inaccurate, incorrect or obsolete personal information about you held by creditors and financial institutions;
 - dispute inaccurate, incorrect and obsolete credit information contained in your file at Canadian credit agencies;
 - provide the best possible assistance and use all legally available means to help you correct and restore your identity and personal information;
 - prepare all necessary correspondence used in the process of restoring your identity.
- › Identity restoration experts can also answer general questions you may have about identity theft and fraud. They can provide security and prevention tips, and help you gain a better understanding of your credit card billing cycle activities and your credit report.

- › If you wish to retain a lawyer for legal services in connection with an identity theft or fraud event, the identity restoration expert can refer you to your provincial bar association and you can choose whether or not to retain the services of the lawyer suggested to you, at your own expense.
- › Subject to the regulations of the applicable institution(s) and where permitted by law and circumstances, the identity restoration expert will contact the institution(s) concerned to restore your identity. Some companies and organizations will not allow a third party to make changes on your behalf. If the company or organization does not honour the request, you will be notified. This service requires excellent collaboration between you and the service provider.
- › If you notify the service provider of an identity theft incident, they will issue a fraud alert for your credit file at your request.
- › You will receive an information package that includes useful information on identity theft and fraud, explanations on how the process works, the limited power of attorney and a follow-up plan.
- › You're entitled to unlimited calls during the resolution of your case.

Special clauses and exclusions

- › If you decide to use identity restoration services with a limited power of attorney, you must sign a power of attorney agreement with a qualified identity restoration expert.
- › Some activities require your direct involvement for security reasons to comply with the requirements of the organizations and companies involved (government departments, Crown corporations, private firms, etc.).
- › If applicable, you're responsible for any legal or other expenses that may be incurred to restore your identity.
- › In some cases, public documents containing evidence of identity theft or fraud may still be in your records, even after identity restoration services have been provided.
- › This service is not a type of insurance.
- › The service provider will not investigate the scope or damage of any incident of identity theft or fraud, file complaints or plead on your behalf in civil or criminal proceedings, and will not reimburse you for any financial losses.
- › The identity restoration experts can help you coordinate access to specialists, but they will not follow up the actions they take or the results they obtain.
- › It's your responsibility to ensure that the service provider can reach you throughout the identity restoration process.
- › It's your sole responsibility to ensure that the service provider has your current contact information on file.
- › These services are intended to help you mitigate the effects of identity theft and we, as well as the service provider, can not guarantee your identity, reputation or credit score or history will be restored.

Psychological support

If you inform us of an incident of identity theft, you may receive psychological support services. The psychological support service will be offered in the event of a proven identity theft and on the recommendation of an identity restoration expert as part of the identity recovery process.

Inclusions

- › One hour of psychological support per eligible person, per event
- › Service available 24 hours a day
- › Psychological support is provided over the phone by psychologists
- › Psychological support is only available in the case of identity theft or fraud
- › If a psychologist is not available, another call will be arranged by the psychological service provider

Exclusions

We, as well as the service provider, take no responsibility for psychologists' advice, actions or inaction.

Legal assistance

In the case of identity theft or fraud, lawyers are available to provide you with legal information on identity theft and fraud. They'll explain the law to you in plain language to make sure you understand your rights. They can also provide you with references and direct you to the right resources.

Inclusions

- › There is no time limit for consultations with lawyers.
- › You can make an unlimited number of calls.
- › It may be necessary to make an appointment 24 hours in advance to speak to a lawyer.

Lawyers are available Monday to Friday, from 9 a.m. to 9 p.m. (ET).

Special clauses and exclusions

- › The lawyers providing legal assistance are not permitted to represent you or get involved in your file.
- › You're responsible for any costs for additional services (e.g., legal representation costs) not covered by legal assistance services.
- › We, as well as the service provider, take no responsibility for lawyers' advice, actions or inaction.

Complementary services

Assistance in case of lost or theft of wallet

To use the assistance services in case you lose your wallet, you must first register your eligible payment cards with the service provider.

Inclusions

- › This service is only provided for payment cards that you enter in your online monitoring file.
- › If you report an event, such as card loss or theft, or status update with regard to your registered cards, the service provider will act as your proxy solely for the purposes of sending notifications and contacting the issuers of your cards.

Exclusions

- › The service provider's responsibility is limited to notifying, on your behalf, the issuer of your registered cards of the event giving rise to the notification.
- › The service provider is not responsible for taking any action with respect to your card or account, including cancelling, changing your address or suspending your card or account.
- › We, as well as the service provider, do not promise or guarantee that these notifications will be acted upon by your card issuer or that they will be effective.

Organizing emergency funds transfer

If your wallet is lost or stolen while you're travelling, our emergency funds transfer service gives you access to cash through a cash advance on your credit card.

Inclusions

- › The service provider will send a bank transfer to your location, except for excluded locations.

Special clauses and exclusions

- › To be eligible for emergency funds transfer assistance, you must be at least 160 km away from your home.
- › The cash advance may not exceed the greater of:
 - CAD 2,500, or
 - the credit limit available on your credit card.
- › The funds must be available on your card.
- › You'll be required to repay the cash advance within 30 days.
- › The cash advance may be subject to additional charges.
- › Emergency funds cannot be sent to Myanmar (Burma), Cuba, Iran or North Korea. This list is subject to change without notice.
- › Cellular network and roaming fees are not included. We recommend that you contact your service provider before your trip.

General information

Family plan

If you have signed up for the family plan, identity theft/fraud assistance, identity restoration assistance services, legal assistance and psychological support in the event of proven identity theft or fraud are also available to your spouse and dependent children between the ages of 18 and 23 who live at the same address as you.

The family plan includes two single-use access codes: one for you, the primary member, and one for a family member (your spouse or child aged 18 to 23 living in the same address as you).

Monthly fee

The monthly fees for the program are set out in the Summary of Your Program that you received. They are debited directly from your account, depending on the method of payment chosen at the time of your enrolment.

Our right to change the terms and conditions

How we can change the monthly fee

We can:

- › change the monthly fee; and
- › add new fees.

We will send you a notice 30 days prior to the effective date of the change showing:

- › the new or amended clause of your contract;
- › the old version of the amended clause, if applicable; and
- › the date when the change was made.

Other changes we can make

We can also:

- › change the type and terms and conditions of the services provided:
 - prevention services
 - monitoring and alert services
 - Assistance services and support in case of identity theft or fraud
 - psychological support
 - legal assistance
 - complementary services
- › remove one or more services;
- › change the term of the contract;
- › change the way you make your payments and the date of your payments.

In these cases, we will send you a notice 30 days prior to the effective date of the change showing the information stated in the previous clause. This notice will also indicate your right to refuse the change and cancel your contract without charge or penalty if the change results in an increase in your fees or a decrease in our fees.

An amendment to this contract does not create a new contract, and the unchanged clauses continue to apply.

Your right to refuse the change

You can refuse to accept the change free of charge by terminating the contract as provided below no later than 30 days after the change comes into effect.

Duration of services and end of contract

The program comes into effect on the date indicated in the Summary of Your Program. NBC Assistance may terminate the program at any time.

You can opt out of the program at any time, regardless of whether it's a remote or an in-person contract. To opt out, contact NBC Assistance at **1-888-535-0510**.

Collection, use and disclosure of personal information

As part of the services requested, NBC Assistance collects and uses your personal information, including for:

- › Checking your identity;
- › Opening and managing your assistance program and related services;
- › Contacting you by mail or by email at the email address you indicated at the time of enrolment to provide you with the instructions our service providers need to administer the program, including (if applicable) the mailing of an access code;
- › Sending you offers and other promotional material from our business partners, unless you choose not to receive them;
- › Fulfilling any other purpose set out in our *Privacy Policy*.

NBC Assistance and its service providers may also collect, use and disclose to one another information about you, such as your name, contact information, recordings of calls you made to service providers for purposes of quality control of services provided, fraud prevention, regulatory compliance and complaint management.

Your information may be processed or stored outside Canada and may be subject to the legislation of foreign countries, including the United States.

Spouse and dependent children (if applicable)

If you have provided personal information about your spouse or a dependent child, you must confirm that you have obtained their consent for the collection, use and disclosure of their personal information for the same purposes.

Complaint settlement

You have our full attention

If you wish to make a complaint, you can contact us by phone or in writing:

NBC Assistance Inc.

1100 Robert-Bourassa Blvd., 5th Floor

Montreal, QC H3B 2G7

Phone:

Toll free: 1-888-535-0510

Montreal: 514-871-8360 (collect calls accepted)

Email: nbcassistance@nbc.ca

Your satisfaction is our priority

If we are unable to resolve your complaint within **14** days, it will automatically be escalated to our Client Complaint Appeal Office. If you received a response within the prescribed timeframe, but your complaint was not resolved to your satisfaction, please contact the Client Complaint Appeal Office:

Phone: **1-888-300-9004** or **514-394-8655**

Website: **nbc.ca**

Email: complaintappeal@nbc.ca

Other recourse

ADR Chambers – Banking Ombuds Office

If you are not satisfied with the decision of the Client Complaint Appeal Office, or if it was unable to resolve your complaint within **56** days, you can contact the external complaints body:

P.O. Box 1006

31 Adelaide Street East

Toronto, Ontario M5C 2K4

Phone: **1-800-941-3655**

Fax: **1-877-803-5127**

Website: bankingombuds.ca

Email: contact@bankingombuds.ca

Financial Consumer Agency of Canada (FCAC)

If, at any time, you have a complaint regarding a possible failure to respect consumer provisions, you can contact the FCAC:

427 Laurier Avenue West, 6th Floor

Ottawa, Ontario K1R 1B9

Phone: **1-866-461-3222**

Website: acfc-fcac.gc.ca

For more information on our complaint settlement process, please visit **nbc.ca**. Go to the "About Us" section at the bottom of the page and select "Complaint settlement".

For more information on our practices relative to the protection of personal information and your rights in that regard, please consult the NBC Assistance confidentiality policy at nbc.ca and the service provider's confidentiality policy included in the Summary of Your Program.

You can also make a request by writing to:

NBC Assistance Inc.

Privacy Officer

1100 Robert-Bourassa Blvd., 5th Floor

Montreal, Quebec H3B 2G7

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