

# Securizone<sup>®</sup> Program Contract

Identity theft assistance



**NATIONAL  
BANK**

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**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 Program (the **"Program"**) includes several services to prevent or respond to instances of identity theft and fraud.

These services are provided by Sigma Loyalty Group® (also referred to as the **"Provider"** in the text).

Securizone is for people domiciled in Canada aged 18 and over.

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

**What is identity theft?**

Identity theft refers to when someone obtains (through fraud or deceit) and illicitly uses another person's personal data (e.g., names, addresses, phone numbers, social insurance numbers, driver's licence numbers, credit or debit card information, bank cards and passports) generally for their own gain.

Your participation in a program like Securizone is an important step toward better safeguarding your identity.

# Identity theft prevention assistance services

## **Risk assessment**

Sign in to your ID Assist® online account to fill out an online questionnaire. Once you've completed the questionnaire, we will assess your risk exposure and give you your results. The online questionnaire addresses such topics as:

- › your demographic profile
- › password management
- › your social-media presence
- › your online security

The results of your online assessment should give you a good idea of your current or future risk of falling victim to identity theft. If ever you are at risk, know that ID Assist will be there to help.

## **Advice on preventing identity theft**

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 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 privacy 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 Inc. and the Provider at their discretion.
- › Your ID Assist risk assessment results reflect your demographic data and online behaviours that could be influencing your identity theft risk. However, this assessment is not exhaustive, nor does it cover all the factors that could affect your risk level. To reduce your risk of identity theft, you will be provided with a list of recommendations. However, this does not guarantee that you will be completely safe from identity theft.
- › 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 Inc. or the Provider.
- › Not all violations will be considered major violations and will not necessarily be reported by email.

# Online identity monitoring service

The Provider will first analyze the data violations that have occurred in the past 10 years to see if the personal information you provided was involved. In the event a piece of your information is detected, you will receive an alert.

The 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 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 5 email addresses;
- › up to 5 phone numbers;
- › up to 2 passport numbers;
- › your social insurance number;
- › your driver's licence number;
- › up to 10 loyalty cards;
- › up to 5 Health Benefit Plan numbers;
- › your permanent resident number.

## **Inclusions**

- › Delivery of a monthly report indicating the number of alerts received.

## **Special clauses and exclusions**

- › 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 ID Assist online account.



- › The data violation analysis for the past 10 years will begin once you sign up for Securizone; this analysis will be performed for the email address and phone number you confirm when you sign up. The Provider saves this information for you. You can also delete the information when creating your ID Assist online account.
- › You will also be able to add additional information that you want monitored to your ID Assist online account. Monitoring of your information begins as soon as your information is saved.
- › 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 Provider, do not assume any responsibility for the accuracy of any database owned by a third party.
- › By default, alerts are sent by email. In your ID Assist online account, you can modify your settings to receive alerts by email, text message or both.

# Assistance services and support in the event of identity theft

Identity restoration assistance services are designed to help resolve incidents of identity theft 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: 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, an 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. 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, 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 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 Provider can reach you throughout the identity restoration process.
- › It's your sole responsibility to ensure that the 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
- › 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 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, 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 Provider, take no responsibility for lawyers' advice, actions or inaction.

# Complementary services

## **Assistance in case of loss 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 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 Provider will act as your proxy solely for the purposes of sending notifications and contacting the issuers of your cards.

### **Exclusions**

- › The 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 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 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 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 subscribed to a family plan, the following services are also available to one member of your family and to all your dependent children between the ages of 18 and 23 who live at the same address as you:

	You	Family member	Dependent child
Identity theft prevention assistance services	✓	✓	✓
Assistance and support services in the event of identity theft	✓	✓	✓
Legal assistance	✓	✓	✓
Psychological support	✓	✓	✓
Complementary services	✓	✓	✓
Online identity monitoring service	✓	✓	

## 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:
  - identity theft prevention assistance services
  - assistance and support services in the event of identity theft
  - legal assistance
  - psychological support
  - complementary services
  - online identity monitoring service
- › 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 Inc. 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 Inc. at **1-888-535-0510**.

## Collection, use and communication of your personal information

To provide the services you signed up for, NBC Assistance Inc. collects and uses your personal information for purposes that include:

- › verifying your identity;
- › creating and administering your assistance program and managing related services;
- › getting in touch with you by mail or email to provide you with instructions to ensure the administration of the assistance program by our suppliers, including the service to send you an access code (when applicable);
- › allowing NBC Assistance Inc., National Bank and its subsidiaries to present offers and other promotional communications or those of its business partners, unless you refuse; and
- › carrying out any other purpose set out in the Privacy Policy of National Bank and its subsidiaries available at [nbc.ca](http://nbc.ca).

The Privacy policy indicates what information NBC Assistance Inc. collects, with whom it shares the information, how the information is used and stored, your options and rights and how you can manage your consent.

NBC Assistance Inc. may share your personal information, including your name, address and certain call recordings, with suppliers to ensure the quality of the services that are offered, prevent fraud, ensure compliance with our regulatory obligations and handle complaints.

Following the end of the business relationship, NBC Assistance Inc. will retain your personal information for a reasonable period, in keeping with its legal obligations.

If you have any questions, please get in touch with your branch or the Chief Privacy Officer at [confidentiality@nbc.ca](mailto:confidentiality@nbc.ca).

## **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.  
800 Saint-Jacques Street, office 16701,  
Montreal, Quebec H3C 1A3

#### Phone

Toll free: 1-888-535-0510

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

Email: [nbcassistance@nbc.ca](mailto: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](http://nbc.ca)**

Email: [complaintappeal@nbc.ca](mailto: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](http://bankingombuds.ca)

Email: [contact@bankingombuds.ca](mailto: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, 6<sup>th</sup> Floor

Ottawa, Ontario K1R 1B9

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

Website: [acfc-fcac.gc.ca](http://acfc-fcac.gc.ca)

For more information on our complaint settlement process, please visit **[nbc.ca](http://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 Inc. confidentiality policy at [nbc.ca](https://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

800 Saint-Jacques Street, office 16701,

Montreal, Quebec H3C 1A3

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