

**BMO PREPAID  
TRAVEL MASTERCARD®  
CARDHOLDER AGREEMENT**

Inside you'll find all you need to know about the features and benefits of your BMO Prepaid Travel MasterCard.

## Your BMO MasterCard cardholder agreement

In this agreement, *you* and *your* mean the primary cardholder and any additional cardholders. *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. When you applied for your BMO MasterCard, 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 BMO Prepaid Travel MasterCard account
- *additional cardholder* means each person to whom we have issued a card on the primary cardholder's account, at the primary cardholder's request
- *additional card* means a card we have issued to an additional cardholder
- *card* means a BMO MasterCard we issue and any renewals or replacements of it that we issue
- *cash withdrawal* means an advance of money from us or another financial institution that is charged to your account.
- *cash-like transactions* mean transactions involving the purchase of items directly convertible into cash
- *fee schedule* means the list of fees that apply to your account that you received with your card or in any notice we may send you
- *our purchase exchange rate* means the rate we pay to MasterCard International Inc. on the date the transaction is posted to your account plus the markup percentage shown on the fee schedule or in any notice we may send you
- *our refund exchange rate* means the rate we pay to MasterCard International Inc. on the date the refund is posted to your account, minus the markup percentage shown on the fee schedule or in any notice we may send you
- *primary cardholder* 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 your account that equals the amount you paid for goods or services by using your card
- *transaction* means any purchase, cash withdrawal, interest charge, fee, payment, credit or debit adjustment and any other amounts that may be charged to your account.

### 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

Your card is a prepaid MasterCard, which means that the card must have a credit balance before you can use it. You can give your card a credit balance by loading funds on to the card.

Your card is not a credit card. We will only honor transactions up to the credit balance on your card. Funds you load on to the card are not held in a separate deposit account for you, do not earn interest, and are not an insured deposit under the Canada Deposit Insurance Corporation Act.

The minimum amount you can load on to your card is CDN\$100. The maximum amount you can load on to your card is CDN\$10,000. The maximum credit balance on your card, including any additional cards, is CDN\$10,000. You cannot use cash or cheques to load your card.

You can use your card to make a purchase wherever MasterCard is accepted. You can make a purchase or cash withdrawal by using your card or in any other way we allow. You authorize us to charge the amount of any purchases or cash withdrawals you make to your account.

You must not use your card to get a cash withdrawal from a merchant. If you make a purchase or get a cash withdrawal 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 withdrawal slip. You must not use your card to make pre-authorized recurring payments. A merchant may refuse to accept a "split payment" where you pay for part of a purchase

with the card and the remainder with another form of payment. We are not liable if a merchant cannot process a transaction.

You must sign your card as soon as you receive it. You must not use your card before it is activated or after the expiry date shown on your card. If a balance remains on your card when it expires, we will refund the balance, less any applicable fees to the primary cardholder as outlined in section 15. You may only use your card as allowed in this agreement.

#### **4. How to avoid problems with your card**

To avoid problems, we recommend that you don't use your card in the following situations:

- Where a hold is placed on your card balance. This could happen when you rent a car, reserve a hotel room or pay for gas at the pump. In these situations, you can still use your card to pay for the services when you complete the transaction. For example, you can use your card when you return the rental car, when you check out of your hotel room, or when paying for gas at the register.
- Where restaurants or other establishments ask us to authorize an additional amount (typically, a fixed percentage of approximately 20%) over the bill amount that is presented to you, to cover the tip that they expect you will add to the bill. To avoid a decline or a hold if your card balance is low, we recommend that you ask the establishment to authorize a specific dollar amount instead of a percentage. We do not guarantee that the establishment will agree to this.

#### **5. Other card benefits and services**

The terms and conditions of your card's benefits and services 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.

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.

#### **6. Card Balance**

The balance of your card will be equal to the funds loaded to your account, less the total of all purchases, cash withdrawals, fees and any other amounts that may be charged to your account under this agreement.

We do not pay interest on your card balance. Your card balance will decrease each time you use your card for a transaction. We will also deduct the amount of any applicable fees (as set out in the fee schedule) each time you use your card.

You must not go over your card balance. You will not be able to complete a transaction if the amount of the transaction, plus applicable fees, is more than your card balance. If you try to make a transaction that exceeds your card balance:

- you agree that this means you're asking us to allow you to go over your card balance, and
- we may or may not allow you to go over your card balance.

If we allow you to go over your card balance, you are liable for and must immediately repay the amount that is more than your card balance, regardless of how it was incurred, plus any applicable fees. We may charge the amount that is more than your card balance and applicable fees against any funds that you load to your account or against any other account in your name at Bank of Montreal. If you go over your card balance and don't repay the amount that is more than your card balance and any applicable fees within 30 days, you agree that we may share information about you and your use of the card with consumer reporting agencies.

#### **7. Your responsibility for lost, stolen or misused cards**

You must take reasonable care to keep your card safe from loss, theft or misuse. 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 cardholder 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 knowingly contribute to the unauthorized use
- you used reasonable care to keep your card safe from loss, theft or misuse
- you kept your PIN confidential and separate from your card
- you 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
- there has not been more than one unauthorized use of your card in the last 12 months, and
- your account is in good standing.

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**

You authorize us to charge your account with the applicable fees shown on the fee schedule or in any notice we send you.

## **9. Foreign currency transactions**

If you have a Canadian dollar MasterCard, we convert transactions made in a foreign currency to Canadian dollars. We make the conversion at our purchase exchange rate in effect on the day the transaction is posted to your account. Our purchase exchange rate may not be the same as the rate that was in effect on the transaction date.

If you have a Canadian dollar MasterCard and a foreign currency transaction is refunded to your account, we convert the transaction to Canadian dollars.

We make the conversion at our refund exchange rate on the date the refund is posted to your account. Our refund exchange rate may not be the same as the rate that was in effect on the date the transaction was refunded. The difference between our purchase exchange rate and our refund exchange rate means that the amount credited to your account for a refund of a foreign currency transaction will in most cases be less than the original amount charged to your account for the transaction.

## **10. 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 transaction. You must settle any problems you may have directly with the merchant.

## **11. When you receive a refund from a merchant**

If a merchant gives you a refund and we receive a credit note from the merchant:

- we will credit the refund to your account on the day we receive it, and
- the amount of the refund won't be available to you until we credit it to your account.

## **12. Transaction Information**

You can see your account statements showing your card activity online at [bmo.com/prepaidmastercard](http://bmo.com/prepaidmastercard).

You can also get information about your transactions by calling the BMO MasterCard Client Contact Centre, or any other method we may offer. We will not send you paper account statements unless you ask us for them and pay the applicable fee.

You must tell us in writing, no later than 30 days after the date of the transaction, of any mistakes or missing information you may have with respect to a transaction. If you don't tell us, you agree that our records of your transactions are correct, except for any amount we applied incorrectly to your account which we may reverse at any time.

### **13. Your personal identification number (PIN)**

You must keep your PIN confidential. You must also keep your PIN separate from your card. You must not select a PIN that can be easily guessed, such as PIN combinations selected from your name, date of birth, telephone numbers, and address or social insurance number. Your PIN must be different from any other PINs you may have.

### **14. 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 withdrawal 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.

### **15. Card expiry and refund of card balance**

Your card is valid for three years from the day you open your account.

We will notify you that your card is about to expire approximately sixty days before the expiry date. We will not automatically reissue your card.

When your card expires, you can purchase another card by calling our Client Contact Centre. If your card expires with a credit balance remaining, we will refund the balance of the primary card and any additional cards on request, less any applicable fees, to the primary cardholder. We'll send you the refund by cheque or electronic balance transfer to any Canadian bank account or credit card of your choice.

### **16. Cancellation of your card**

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

- cancel any card on your account
- cancel your rights and privileges related to your card and account
- require you to immediately return all your cards to us
- close your account, if the account is inactive.

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

- we may seize your cards
- you may not use your card or account
- you must destroy your card
- you must immediately repay any amount that is more than your card balance and any applicable fees. If you don't, we may apply any money you have on deposit with us or any of our affiliates against the amount that is more than your card balance and any applicable fees.
- we will refund the balance of the card and any additional cards as outlined in section 15, to the primary cardholder.

The primary cardholder may cancel their card and any additional cards at any time by telling us in writing. If the primary cardholder cancels their card, but does not cancel any additional card, that additional card remains in effect and the primary cardholder remains responsible for the use of that additional card.

### **17. Changes to this agreement**

We can change this agreement or anything disclosed on the fee schedule by:

- putting a notice on [bmo.com/prepaidmastercard](http://bmo.com/prepaidmastercard)
- putting a message on our automatic telephone system, which you can hear when you call the Client Contact Centre
- telling you in writing.

Any changes we post on our website or our telephone system will apply 30 days after we post the notice. Using your card after we post the notice means that you agree to the changes.

### **18. Assigning this agreement**

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

### **19. 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 laws and securities regulations.

### **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](http://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.

## **20. How to contact us, complaint resolution and FCAC**

### **How to contact us**

#### **Client Contact Centre**

**1-800-263-2263**

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

(TTY) TeleTypewriter for the deaf or hard of hearing: 1-866-859-2089

#### **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)

#### **Send correspondence to:**

P.O. Box 300

Station M,

Toronto, ON M6S 4X2

Fax: 416 232-8306 or 1-866-517-7428

## Complaint resolution

Four steps toward resolution:

1. Talk to MasterCard contact centre staff. If your complaint is not resolved, please involve the supervisor.

Call: 1-800-263-2263

TTY: 1-866-859-2089

or write to:

Senior Manager, Customer Support

BMO Bank of Montreal

P.O. Box 300, Station M

Toronto, Ontario

M6S 4X2

Fax: 1-877-887-9991 (English)

Fax: 1-877-227-6428 (Français)

2. If your complaint is unresolved after following Step 1, you may contact:

Vice President, Customer Contact Centres

BMO Bank of Montreal

P.O. Box 300, Station M

Toronto, Ontario

M6S 4X2

Call: 1-800-372-5111

Fax: 1-866-868-1827

or write to:

Senior Vice-President, Personal and Commercial Products

P.O. Box 300, Station M

Toronto, Ontario M6S 4X2

3. If your complaint is still unresolved after following Step 1 and 2, you may escalate to BMO Financial Group's Ombudsman for further review of your complaint.

BMO Financial Group Ombudsman

55 Bloor Street West, 8th Floor

Toronto, Ontario M4W 3N5

Call: 1-800-371-2541

Fax: 1-800-766-8029

Email: [bmo.ombudsman@bmo.com](mailto:bmo.ombudsman@bmo.com)

4. If your complaint has been reviewed by BMO's Ombudsman and you are not satisfied with the recommendation on your complaint, you have 180 days after receiving this recommendation to contact the Ombudsman for Banking Services and Investments (OBSI).

Ombudsman for Banking Services and Investments

P.O. Box 896, Stn. Adelaide

Toronto, Ontario M5C 2K3

Call: 1-888-451-4519

Fax: 1-888-422-2865

Email: [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)

[www.obsi.ca](http://www.obsi.ca)

## Financial Consumer Agency of Canada

The Financial Consumer Agency of Canada (FCAC) supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws. For example, financial institutions are required to provide consumers with information about complaint handling procedures, fees and interest rates. If you have a complaint about a potential violation of a consumer protection law, you may contact the FCAC in writing at:

Financial Consumer Agency of Canada

6th Floor, Enterprise Building

427 Laurier Avenue West, Ottawa, Ontario K1R 1B9

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

(Français): 1-866-461-ACFC (2232)

Fax: 1-866-814-2224

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

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