Agreements,
Bank Plans and Fees
for
Everyday Banking
Effective date December 1, 2019
Agreements, Bank Plans and Fees for Everyday Banking

The following pages contain terms, conditions, and fees including banking agreements that apply to Personal Accounts at Bank of Montreal. You agree to the terms in the terms, conditions and fees in the following pages. These agreements are effective December 1, 2019, and replace all previous agreements you have with us.

You need to read and understand the agreements covering the services you have chosen. In these agreements, “you” and “your” mean each person who signed the application, and “we”, “us”, “our”, “BMO” and “the Bank” mean Bank of Montreal.

The meanings given to terms defined in these agreements shall be equally applicable to both the singular and plural forms of such terms, unless the context clearly indicates otherwise. The term “including” means “including but not limited to”, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”.

Quebec Residents: The parties expressly request that these terms and conditions and any related documents be drafted in English. Les parties ont expressément exigé que les présentes modalités et tous les documents s’y rattachant soient rédigés en anglais.
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See the "Everyday Bank Plan Agreement" section for further details.

### Everyday Banking
- Monthly transaction limit including account history inquiries
- Number of accounts eligible under one Plan
- Monthly number of withdrawals using a non-BMO ATM on the Interac network in Canada
- Monthly number of international Interac transactions
- Fee for debit transaction and/or account history inquiries in excess of monthly transaction limit
- Cheque image return option
- View cheques online
- Assisted-service bill payments
- Monthly paper statement fees
- Added protection
- Overdraft Transfer Service between personal accounts in the Bank Plan to cover overdraft
- Overdraft Protection: Standard
- Overdraft Protection: Occasional
- Travel needs
- United States: Monthly number of withdrawals using a non-BMO Harris ATM on the Cirrus Network
- International: Monthly number of ATM withdrawals outside Canada and United States on the Cirrus Network
- International: Debit card transactions at merchants using the Maestro or Mastercard network
- Preferred exchange rate for U.S. dollar transfer(s) using BMO Digital Banking services (up to US$5,000 daily)
- U.S. dollar bill payments through BMO Telephone Banking
- Additional features
- Receive a rebate up to $150 on the annual fee of a BMO World Elite®, BMO CashBack World Elite, or BMO AIR MILES World Elite Mastercard
- Personalized cheques (cheque styles limited)
- Money orders and drafts (in available currencies)
- Certified cheques
- Stop payments (Individual/Series)
- Safety deposit box annual $12.00 discount (subject to availability — one box per Bank Plan)
- AIR MILES Reward Miles
- Get Miles on purchases made with your BMO Debit Card
- Get 25 Bonus Miles each month when you also have a BMO AIR MILES World Mastercard® or BMO AIR MILES World Elite Mastercard
- Monthly Bank Plan fee
- Minimum monthly balance needed in a Primary Chequing account to eliminate monthly fee
- Discounted booking programs
- Beneficiaries of a Registered Disability Savings Plan (RDSP)

### Fee Schedules
1) Bank Plan Features and Fees

<table>
<thead>
<tr>
<th>Features</th>
<th>Premium Plan</th>
<th>Performance Plan</th>
<th>AIR MILES Plan</th>
<th>Plus Plan</th>
<th>Practical Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>25</td>
<td>12</td>
<td>Unlimited</td>
</tr>
<tr>
<td>$2.00/month</td>
<td>$2.00/month</td>
<td>$2.00/month</td>
<td>$2.00/month</td>
<td>$2.00/month</td>
<td>$2.00/month</td>
</tr>
<tr>
<td>$5.00/transfer</td>
<td>$5.00/transfer</td>
<td>$5.00/transfer</td>
<td>$5.00/transfer</td>
<td>$5.00/transfer</td>
<td></td>
</tr>
<tr>
<td>$5.00/month</td>
<td>$5.00/month</td>
<td>$5.00/month</td>
<td>$5.00/month</td>
<td>$5.00/month</td>
<td></td>
</tr>
<tr>
<td>$5.00/item</td>
<td>$5.00/item</td>
<td>$5.00/item</td>
<td>$5.00/item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Varies by style</td>
<td>Varies by style</td>
<td>Varies by style</td>
<td>Varies by style</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$7.50/each</td>
<td>$7.50/each</td>
<td>$7.50/each</td>
<td>$7.50/each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$20.00/each</td>
<td>$20.00/each</td>
<td>$20.00/each</td>
<td>$20.00/each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$12.50/200.00</td>
<td>$12.50/200.00</td>
<td>$12.50/200.00</td>
<td>$12.50/200.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$6,000</td>
<td>$4,000</td>
<td>$3,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$15.95</td>
<td>$15.95</td>
<td>$10.95</td>
<td></td>
<td></td>
<td></td>
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<td>$4,000</td>
<td></td>
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<tr>
<td>$9.50</td>
<td>$11.95</td>
<td>$11.95</td>
<td></td>
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</tr>
<tr>
<td>$9.95</td>
<td></td>
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<tr>
<td>$6.95</td>
<td>$6.95</td>
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<td></td>
</tr>
<tr>
<td>$6,000</td>
<td>$11.95</td>
<td>$11.95</td>
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</tr>
<tr>
<td>$26.00</td>
<td>$26.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Items indicated with a “*” are not applicable to the selected Bank Plan. 1 You are responsible for all transactions, service and product fees not included in your Bank Plan.
2 Account balances transferred from BMO Mobile, BMO Online Banking and the telephone interactive voice response (IVR) system do not count towards the monthly transaction limit.
3 The Practical Plan allows you to have one Canadian or U.S. Dollar Primary Chequing Account or Interest Chequing Account (existing customers) and one Premier Rate Savings Account under the Plan. All other Bank Plans allow you to have up to a total of 20 accounts in Canadian or U.S. Dollars, any combination of Primary Chequing Accounts, Premier Rate Savings Accounts, and Interest Chequing Accounts (existing customers) only under the Plan. 4 Fee does not apply to use of BMO Harris ABIs in the United States on the Cirrus network. Non-BMO ABIs or ABIs outside of Canada (including BMO Harris ABIs in the United States) may change a convenience fee. The convenience fee is not a BMO fee and is added to the total amount of your withdrawal. You are responsible for the convenience fee that may be applied to your transaction. 5 Items here will be applied when you exceed the number of transactions included in your Plan. 6 Cheque images are not available with eStatements. 7 You will be able to view, save and print cheque images from the previous three months through BMO Mobile and BMO Online Banking. In the future you may require any images of cheques that are no longer available through BMO Mobile and BMO Online Banking by calling 1-877-872-5216. A per-item fee may apply. Miles made payable to you or to cash, and cashed at any BMO branch, may not be returned but are described on your statement. 8 Interac e-transfer® transactions are subject to maximum send and receive dollar amounts. For Bank Plans that do not include unlimited transactions, excess transaction fees may apply if you perform an Interac e-transfer transaction over and above the number of transactions allowed for the Plan. A cancellation fee may still apply when you cancel the transaction. 9 You are required to provide retail up-front instructions for this service. The Overdraft Transfer service fee is in addition to any debit transaction fee. 10 Available to qualified customers, interest will be calculated on the daily overdraft balance at prevailing overdraft interest rates and charged to the account at the end of the month. 11 Overdraft Protection fees apply to each item that creates or increases overdraft. For cheques and pre-authorized debits, we process debit transactions against accounts in the order in which we receive them from the clearing system. Overdraft per item charges will be recorded in the same order in which items are received from the clearing system. 12 If you purchase multiple overseas card fees rebates up to $75.00 (the “Rebate”) and you are the primary cardholder of a BMO World Elite, BMO AIR MILES World Elite, or BMO CashBack World Elite Mastercard (each a “BMO Credit Card”) and an authorized cardholder of a BMO Credit Card, the rebate will be applied to the BMO Credit Card with the higher annual fee. BMO Nesbitt Burns Limited, in its discretion and subject to change, may grant the Rebate to one or more authorized cardholders. 13 Items included with a “–” are not applicable to the selected Bank Plan.

1 I. Fee Schedules

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2 $20.00/transfer
3 $2.00/month
4 Subject to Monthly Transaction Limit. 14 You will receive an annual
5 Unlimited
6 Varies by style
7 $7.50/each
8 $20.00/each
9 $12.50/200.00
10 Unlimited
11 $6,000
12 $15.95
13 $11.95
14 $6.95
15 $6.95

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2) How to get Free or Discounted Banking

See the “Everyday Bank Plan Agreement” section for further details.

| Kids, Teens, Students, Recent Graduates, Seniors and Beneficiaries of an RDSP |
|---|---|---|
| Kids (12 or under) | Free Plus Plan\(^1\) • Or $10.95 discount towards the Performance or Premium Plan | Register at any BMO branch by providing proof of age • You will automatically be converted to the Teens Discounted banking program when you turn 13 years of age | 1 monthly paper statement or passbook\(^2\) included at no additional charge |
| Teens (13–18) | Free Plus Plan\(^1\) • Or $10.95 discount towards the Performance or Premium Plan | Register at any BMO branch by providing proof of age |  |
| Students (19 or older) | Free Plus Plan\(^1\) • Or $10.95 discount towards the Performance or Premium Plan | Register at any BMO branch by providing proof of registration and proof of expected program completion date\(^3\) • Without proof of expected graduation date, you are required to verify your student status by December 24 each year\(^5\) | Overdraft Transfer Service included at no additional charge\(^3\) |
| Recent Graduates | Free Plus Plan for up to one year after graduation from post-secondary education\(^1\) • Or $10.95 discount towards the Performance or Premium Plan | Register at any BMO branch by providing proof of graduation or program completion by December 24 of your graduation year\(^4\) | Overdraft Transfer Service included at no additional charge\(^3\) |
| Seniors (60 or older) | Free Practical Plan\(^1\) • Or $4.00 discount towards Plus, Performance, AIR MILES, or Premium Plan | Register at any BMO branch by providing proof of age • You will automatically receive the $4.00 Senior discount applied to your Plan\(^6\) | Overdraft Transfer Service included at no additional charge\(^3\) |
| Beneficiaries of an RDSP | Free Practical Plan\(^1\) • Or $4.00 discount towards Plus, Performance, AIR MILES or Premium Plan | Register at any BMO branch by providing proof of eligibility\(^7\) |  |

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1 You are responsible for all fees relating to any transactions, services and products not included in your Bank Plan. 2 Passbooks are no longer offered and are only available to existing customers who have this service. 3 You are required to provide initial set-up instructions for this service. 4 The discount will be applied to the Plan fee after proof of eligibility is provided. Plan and other fees paid prior to confirming eligibility may not be refunded. 5 You are required to provide proof of eligibility by December 24 of the year you graduate otherwise the full monthly Plan fee will be applied automatically. Plan and other fees paid prior to confirming eligibility may not be refunded. 6 The Senior Discounted Banking Program provides you with a month discount that can be applied to the Practical, Plus, Performance, AIR MILES or Premium Plan. To qualify for the Senior Discounted Banking Program you must be 60 years of age or older; or, if your account is joint, one of the accountholders is 60 years of age or older. The Senior discounted banking program will be applied automatically the month after you turn 60 if proof of age is on file and you are in an eligible Plan. The discounted banking program is not eligible on Plans no longer offered. 7 You are required to provide proof of eligibility once every three years otherwise the full monthly Plan fee will be applied automatically. Plan and other fees paid prior to confirming eligibility may not be refunded.
How to get Free or Discounted Banking (continued)

Canadian Defence Community Banking (CDCB)

<table>
<thead>
<tr>
<th>Free or Discounted Banking</th>
<th>How to Qualify</th>
<th>Additional Benefits</th>
</tr>
</thead>
</table>
| **Members of the Canadian Defence Community** | • Free Performance Plan¹  
• Or Premium Plan at $14.05 per month ($15.95 monthly discount) | • Register at any BMO branch by providing proof of age and CDCB eligibility | • 5 with the Performance Plan³  
• Unlimited with the Premium Plan³ |
| **CDCB – Kids (up to 12 years old)** | • Free Plus Plan¹,² | • Register at any BMO branch by providing proof of age and CDCB eligibility  
• You will automatically be converted to the CDCB Teens discounted banking program when you turn 13 years of age | • 2 with the Plus Plan³ |
| **CDCB – Teens (13–18)** | • Free Performance Plan¹,²  
• Or Premium Plan at $14.05 per month ($15.95 monthly discount) | • Register at any BMO branch by providing proof of age and CDCB eligibility | • 5 with the Performance Plan³  
• Unlimited with the Premium Plan³ |
| **CDCB – Students (19 or older)** | • Free Performance Plan¹,²  
• Or Premium Plan at $14.05 per month ($15.95 monthly discount) | • Register at any BMO branch by providing annual proof of registration, or proof of expected program completion date and CDCB eligibility  
• To continue your eligibility for the program, you must provide annual proof of registration or proof of expected program completion date by December 24 of the year in which your program benefits end | • 5 with the Performance Plan³  
• Unlimited with the Premium Plan³ |
| **CDCB – Seniors (55 or older)** | • Free Performance Plan¹  
• Or Premium Plan at $14.05 per month ($15.95 monthly discount) | • Register at any BMO branch by providing proof of age and CDCB eligibility | • 5 with the Performance Plan³  
• Unlimited with the Premium Plan³ |

¹ The monthly Plan fee is waived. You are responsible for all transaction, service and product fees not included in your Bank Plan. ² Under the CDCB Kids (up to 12 years old) discounted banking program, you can receive the Plus Plan at no cost. For the CDCB Teens (ages 13 to 18) and CDCB Students discounted banking program, you can receive the Performance Plan at no cost. For the CDCB Student discounted program, the discount will be applied to the Plan fee after proof of eligibility is provided. Plan and other fees paid prior to confirming eligibility may not be refunded. ³ The network fee charged by BMO is waived. Non-BMO ATMs in Canada and ATMs outside Canada (excluding BMO Harris ATMs in the United States) may charge a convenience fee. The convenience fee is not a BMO fee and is added to the total amount of your withdrawal. You are responsible for the convenience fee that may be applied to your transaction. Per-item fees will apply when you exceed the number of transactions included in your Plan. ⁴ Fee does not apply for use of BMO Harris ATMs in the United States on the Cirrus® network. Bank of Montreal does not represent BMO Harris Bank N.A. and is not an agent of BMO Harris Bank N.A. BMO Harris Bank N.A. is located in the United States.
## 3) Pay-per-use Fees

See the “Personal Account Agreement” section for further details.
The following fees apply to each transaction processed on personal accounts when you do not have an Everyday Bank Plan.
Service charges and fees on U.S. Dollar Accounts are charged in U.S. dollars.

<table>
<thead>
<tr>
<th>Services</th>
<th>Premium Rate Savings¹</th>
<th>Smart Saver²</th>
<th>Savings Builder²</th>
<th>Primary Chequing¹</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Self-serve (fees per item)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Electronic</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-Authorized Debit</td>
<td>$1.00</td>
<td>$5.00</td>
<td>$5.00</td>
<td>$1.00</td>
</tr>
<tr>
<td>Debit card purchase in-store³ or online</td>
<td>Not available</td>
<td>Not available</td>
<td>Not available</td>
<td>$1.00</td>
</tr>
<tr>
<td><strong>ATM</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Withdrawal</td>
<td>$5.00</td>
<td>$5.00</td>
<td>$5.00</td>
<td>$1.00</td>
</tr>
<tr>
<td>Funds transfer</td>
<td>$1.00</td>
<td>$5.00⁴</td>
<td>$5.00</td>
<td>$1.00</td>
</tr>
<tr>
<td>Bill payment</td>
<td>Not available</td>
<td>Not available</td>
<td>Not available</td>
<td>$1.00</td>
</tr>
<tr>
<td>Account history inquiry</td>
<td>$1.00</td>
<td>No charge</td>
<td>No charge</td>
<td>$1.00</td>
</tr>
<tr>
<td><strong>BMO Telephone Banking⁵</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funds transfer</td>
<td>$1.00</td>
<td>$5.00⁴</td>
<td>$5.00</td>
<td>$1.00</td>
</tr>
<tr>
<td>Bill payment</td>
<td>Not available</td>
<td>Not available</td>
<td>Not available</td>
<td>$1.00</td>
</tr>
<tr>
<td><strong>BMO Digital Banking⁶</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funds transfer</td>
<td>$1.00</td>
<td>$5.00⁴</td>
<td>$5.00</td>
<td>$1.00</td>
</tr>
<tr>
<td>Bill payment</td>
<td>Not available</td>
<td>Not available</td>
<td>Not available</td>
<td>$1.00</td>
</tr>
<tr>
<td><strong>Cheque drawn on account</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **Assisted-service (fees per item)**  |                        |                |                   |                   |
| **Branch and customer contact associate** |                        |                |                   |                   |
| Withdrawal                            | $5.00                  | $5.00          | $5.00             | $1.00             |
| Funds transfer                        | $1.25                  | $5.00⁴         | $5.00             | $1.00             |
| Bill payment                          | Not available          | Not available | Not available     | $1.00             |
| Account history inquiry               | $1.25                  | $5.00          | $5.00             | $1.00             |

¹ This account is no longer available with pay-per-use pricing and must now be included in an Everyday Bank Plan. This information is for existing customers without an Everyday Bank Plan.
² This account cannot be included as part of an Everyday Bank Plan.
³ Additional fees may be charged by the merchant for use of point-of-sale devices.
⁴ One free funds transfer out of the account to another BMO account via BMO ATM, BMO Telephone Banking, BMO Digital Banking, at a branch, with a customer contact associate or by automatic transfer out of the account to another BMO account is allowed per month. A $5.00 fee applies for each additional transfer.
⁵ These fees apply when you complete transactions through the interactive voice response (IVR) system. Assisted-service fees will apply when transactions are completed with a customer contact associate.
⁶ Digital Banking includes Mobile, Online and Tablet.
⁷ A bill payment handling fee of $1.50 applies where applicable.
4) Additional Services and Fees

See the “Personal Account Agreement” section for further details.

The following fees may be in addition to any other account transaction fees and monthly Everyday Bank Plan fees. Some of these fees may be covered by one of our Everyday Bank Plans. Refer to “Bank Plan Features and Fees” for services that may be covered in the various Bank Plans. Service charges and fees on U.S. Dollar Accounts are charged in U.S. dollars.

<table>
<thead>
<tr>
<th>Statements</th>
<th>Per Item</th>
<th>Accounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>eStatement</td>
<td>No charge</td>
<td>Bill payment handling charge</td>
</tr>
<tr>
<td>Paper statement(^1) (per statement, per month)</td>
<td>$2.00</td>
<td>(Assisted-service)</td>
</tr>
<tr>
<td>Certificate of account balance</td>
<td>$10.00</td>
<td></td>
</tr>
<tr>
<td>Interim statement of account</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Picked up at branch, mailed or faxed</td>
<td>$5.00</td>
<td></td>
</tr>
<tr>
<td>Search and/or copy of personal account item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e.g., statement, voucher, transaction receipt, cheque tracing)</td>
<td>$5.00</td>
<td></td>
</tr>
<tr>
<td>Account closed within 90 days of opening</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>Dormant account notice</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If notice is acknowledged within 60 days:</td>
<td>No charge</td>
<td></td>
</tr>
<tr>
<td>After 60 days:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-year notice of dormant account</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>5-year notice of dormant account</td>
<td>$30.00</td>
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<tr>
<td>Unclaimed Balances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-year transfer of funds to Bank of Canada</td>
<td>$40.00</td>
<td></td>
</tr>
<tr>
<td>Post-dated item held for deposit</td>
<td>$3.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cheques</th>
<th>Per Item</th>
<th>Transfer/payment arrangements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheque orders(^5)</td>
<td>Varies by style</td>
<td>Set-up or amend instructions for standing orders, (regular payments/transfers from or between accounts in the same currency) except for Continuous Savings Plan(^2)^3</td>
</tr>
<tr>
<td>Cheque image return (per month)</td>
<td>$2.50</td>
<td>Telephone instructions accepted by branch(^4)</td>
</tr>
<tr>
<td>Certified cheque</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Requested by issuer</td>
<td>$20.00</td>
<td>Your account balance to another financial institution</td>
</tr>
<tr>
<td>Requested by non-issuer</td>
<td>$30.00</td>
<td></td>
</tr>
<tr>
<td>Stop payment (Cheques and Pre-Authorized Debits)(^6)</td>
<td></td>
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</tr>
<tr>
<td>Single</td>
<td>$12.50</td>
<td></td>
</tr>
<tr>
<td>Series (in sequence, per request)</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>Foreign currency cheque(^7)</td>
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<td></td>
</tr>
<tr>
<td>Item deposited to a Canadian dollar account</td>
<td>$5.00</td>
<td></td>
</tr>
<tr>
<td>Item drawn on a Canadian dollar account</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>Items returned non-sufficient funds (NSF)(^8)</td>
<td>$48.00</td>
<td></td>
</tr>
<tr>
<td>Items sent on collection(^9)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cheques up to C$250.00</td>
<td>$15.00</td>
<td></td>
</tr>
<tr>
<td>Cheques over C$250.00</td>
<td>0.125%</td>
<td></td>
</tr>
</tbody>
</table>

---

1 One paper statement is included with the Practical Plan, Kids discounted banking program and Senior Plan (discontinued Bank Plan) at no charge. This fee will apply for each additional account statement.
2 Fee is in addition to any debit transaction fees. The set-up fee is not applicable where the transfer is for automatic savings or regular contributions to a mutual fund, RSP or savings account.
3 You must have a signed verbal/facsimile agreement with your branch before instructions can be accepted by telephone.
4 Cost of personalized cheque orders for personal deposit accounts will depend on quantity and type selected.
5 Fee is not applicable where the transfer is for automatic savings or regular contributions to a mutual fund, RSP or savings account.
6 You are not able to put a stop payment on Pre-Authorized Debit for BMO credit products such as loans, mortgages, credit cards, lines of credit.
7 Foreign currency items deposited and subsequently returned may incur a foreign currency loss due to rate fluctuations. Travellers Cheques in foreign currencies cannot be negotiated at a BMO branch.
8 Cheque or Pre-Authorized Debit.
9 Foreign financial institutions may charge associated fees. We may charge third-party or out-of-pocket expenses, such as courier fees. In the event that an item is received on collection, we may charge fees.
10 Interest will be calculated on the daily overdraft balance at prevailing overdraft interest rates and charged to the account at the end of the month. The current interest rate may be obtained at any of our Canadian branches or by calling 1-877-225-5266.
11 Fee applies to each item that creates or increases overdraft. We process debit transactions against accounts in the order in which we receive them via the clearing system.
12 Fee applies when you exceed your Overdraft Protection limit or when you create an overdraft for which you do not have prior arrangements on your account and the item is paid. We process debit transactions against accounts in the order in which we receive them via the clearing system. Overdraft per item charges will be incurred in the same order as items are received from the clearing system.
## Additional Services and Fees (continued)

<table>
<thead>
<tr>
<th><strong>Sending money to others</strong></th>
<th>Per Item</th>
<th><strong>Safety deposit boxes</strong>8</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Interac</em> e-Transfer®§</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Send an <em>Interac</em> e-Transfer</td>
<td>$1.00</td>
<td></td>
</tr>
<tr>
<td>Cancelling an <em>Interac</em> e-Transfer by you or the Bank1</td>
<td>$5.00</td>
<td></td>
</tr>
<tr>
<td><strong>Money Orders or Drafts</strong> (all available currencies)2,3,4,5</td>
<td>$7.50</td>
<td></td>
</tr>
<tr>
<td>Official cheque (Canadian dollars only)</td>
<td>$5.00</td>
<td></td>
</tr>
</tbody>
</table>

| **Wire payments**6 |  |  |
|-------------------|  |  |
| **Incoming** | $14.00 |  |
| (3rd party bank charges are the responsibility of the sender) |  |  |
| **Outgoing (of wire value)** | 0.20% |  |
| **Minimum charge** | $15.00 |  |
| **Maximum charge** | $125.00 |  |
| **Plus: Communication charge** | $10.00 |  |

| **Financial services for travellers** |  |
| **Purchasing/Selling currency** |  |
| Purchasing sundry foreign currency at a BMO branch7 |  |
| Standard delivery to a branch | No charge |  |
| Express delivery to a branch | $10.00 |  |
| Delivery to a Canadian address | $10.00 |  |
| Selling sundry foreign currency at a BMO branch | No charge |  |
| Purchasing U.S. dollars, British pounds, or Euros using BMO Online Banking |  |
| Delivered to a Canadian address | $10.00 |  |

| **Debit card purchase** |  |
| Outside Canada11 | No additional fee (Maestro®* and Mastercard®* networks) |  |

| **Access to accounts through non-BMO channels**9 |  |
| **Withdrawal at non-BMO ATMs** |  |
| Inside Canada (*Interac* network) | $2.00 |  |
| Inside United States10 | $5.00 |  |
| Outside Canada and United States (Cirrus®* network) | $5.00 |  |

| **Taxes** |  |
| For services that are subject to Harmonized Sales Tax (HST), federal Goods and Services Tax (GST) and/or Provincial Sales Tax (PST)/Quebec Sales Tax (QST), the taxes paid will be indicated separately on statements, receipts, etc.  |

1 This fee is charged if you cancel an *Interac* e-Transfer unless you cancel it on the same day it is sent (Eastern Time). It is also charged when the Bank reverses an *Interac* e-Transfer regardless of whether you asked us to reverse it or not. This fee is in addition to the non-refundable *Interac* e-Transfer fee that may apply when you send an *Interac* e-Transfer, if applicable.  
2 We and/or other financial institutions may charge additional fees for refunds or replacements of lost or stolen money orders or drafts.  
3 The receiving financial institution may charge associated fees.  
4 U.S. dollar money orders and drafts are available at no cost when purchased through a U.S. Dollar personal account.  
5 Foreign currency drafts are subject to sanctions compliance regulations and payee names are screened against persons listed under international sanctions. Depending on the result of that screening, a payee might not be able to cash a foreign currency draft.  
6 Other financial institutions may have associated fees for incoming and outgoing wire transfers. Inquiries/traces etc. may be subject to fees other than those collected by BMO. Inquire in branch for details. When an investigation is requested, an investigation fee may be collected.  
7 Excludes U.S. dollars. Subject to transaction limits.  
8 All sizes may not be available at all BMO branches. Fees for related services will be debited from your BMO deposit account. Sizes are measured in inches.  
9 These fees are in addition to any other fees that may be charged by non-BMO ATMs.  
10 Fee does not apply for use of BMO Harris ATMs on the Cirrus network.  
11 Applies to purchases made outside of Canada on the Maestro and Mastercard networks. Other transaction or network fees may apply.
5) **Bank Accounts and Plans No Longer Offered**

This information is for existing account holders who currently have these Plans below. Please visit your nearest BMO Bank of Montreal branch to see how our current suite of products may provide a better solution to your banking needs.

### a. Interest Chequing Account

The Interest Chequing Account is no longer offered to new customers and existing accounts are not transferable between BMO Bank of Montreal branches. Service charges and fees on U.S. Dollar Accounts are charged in U.S. dollars.

<table>
<thead>
<tr>
<th>Services</th>
<th>Interest Chequing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Self-serve (fees per item)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Electronic</strong></td>
<td></td>
</tr>
<tr>
<td>Pre- Authorized Debit</td>
<td>$1.00</td>
</tr>
<tr>
<td>Debit card purchase in store(^2) or online</td>
<td>$1.00</td>
</tr>
<tr>
<td>ATM</td>
<td></td>
</tr>
<tr>
<td>Withdrawal</td>
<td>$1.00</td>
</tr>
<tr>
<td>Funds transfer</td>
<td>$1.00</td>
</tr>
<tr>
<td>Electronic bill payment</td>
<td>$1.00</td>
</tr>
<tr>
<td>Account history inquiry</td>
<td>$1.00</td>
</tr>
<tr>
<td><strong>Telephone Banking</strong></td>
<td></td>
</tr>
<tr>
<td>Funds transfer</td>
<td>$1.00</td>
</tr>
<tr>
<td>Bill payment</td>
<td>$1.00</td>
</tr>
<tr>
<td><strong>BMO Digital Banking</strong>(^3)</td>
<td></td>
</tr>
<tr>
<td>Funds transfer</td>
<td>$1.00</td>
</tr>
<tr>
<td>Bill payment</td>
<td>$1.00</td>
</tr>
<tr>
<td><strong>Cheque drawn on account</strong></td>
<td>$1.00</td>
</tr>
<tr>
<td><strong>Assisted-service (fees per item)</strong></td>
<td></td>
</tr>
<tr>
<td>Branch/customer contact associate</td>
<td></td>
</tr>
<tr>
<td>Withdrawal</td>
<td>$1.00</td>
</tr>
<tr>
<td>Funds transfer</td>
<td>$1.00</td>
</tr>
<tr>
<td>Bill payment(^4)</td>
<td>$1.00</td>
</tr>
<tr>
<td>Account history inquiry</td>
<td>$1.00</td>
</tr>
<tr>
<td><strong>Other Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Account Maintenance Fee (per month)(^5)</td>
<td>$1.00</td>
</tr>
<tr>
<td><strong>Fee Waivers</strong></td>
<td></td>
</tr>
<tr>
<td>Transaction fees waiver(^6,7)</td>
<td>$1,500</td>
</tr>
<tr>
<td>Account Maintenance Fee(^6)</td>
<td>$200</td>
</tr>
</tbody>
</table>

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\(^1\) These products and services are no longer offered. This information is provided to customers who may currently have these Bank Plans and accounts. BMO regularly reviews Everyday Bank Plans, accounts and services offered to ensure they meet our customers’ changing needs. From time-to-time, we may revise Bank Plan fees and features included in your Plan. Notice will be provided in advance of pricing increases and changes in features or services that may no longer be included in your Plan.\(^2\) Additional fees may be charged by the merchant for use of point-of-sale devices.\(^3\) Digital Banking Includes Mobile, Online and Tablet\(^4\) A bill payment handling fee of $1.50 applies where applicable.\(^5\) Accounts that do not meet the minimum monthly balance requirements at all times will be charged the monthly account maintenance fee and only applies to Interest Chequing Accounts that were formerly an Investment Chequing Account, Chequable Savings Account, Daily Interest Savings Account, True Savings Account or Investment Savings Account\(^6\) The fee waiver only applies to Interest Chequing Accounts that were formerly an Investment Chequing Account, Chequable Savings Account, Daily Interest Savings Account, True Savings Account or Investment Savings Account and is based on the minimum monthly balance being maintained at all times. Waivers will be lost if the account becomes part of an Everyday Bank Plan or is switched/changed to another account type.\(^7\) Fee waiver only applies to the day-to-day banking transactions listed in the table above and does not include other services which a per-item fee may apply.
### b. Discontinued Bank Plans

The following applies only to existing Bank Plans that are no longer offered. These features will be lost if the Bank Plan is changed.

<table>
<thead>
<tr>
<th>Everyday Banking</th>
<th>Standard Plan</th>
<th>i.connect Plan</th>
<th>Enhanced Plan</th>
<th>Senior Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly transaction limit including account history inquiries</td>
<td>$2.00/each</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Monthly number of withdrawals using a non-BMO AIM on the Interac network in Canada</td>
<td>60</td>
<td>4</td>
<td>4</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Monthly number of Interac e-Transfer transactions</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Fee for assisted-service debit transactions and/or account inquires</td>
<td>$1.25/each</td>
<td>$1.25/each</td>
<td>$1.25/each</td>
<td>$1.25/each</td>
</tr>
<tr>
<td>Fee for debit transactions and/or account history inquiries in excess of monthly transaction limit</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Fee for assisted-service bill payments</td>
<td>✓</td>
<td>$1.50/each</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Monthly paper statement or passbook</td>
<td>$2.00/month</td>
<td>$2.00/month</td>
<td>$2.00/month</td>
<td>$2/month</td>
</tr>
</tbody>
</table>

### Added protection

| Overdraft Transfer Service between personal accounts in the Bank Plan to cover overdraft | $5.00/transfer | $5.00/transfer | $5.00/transfer | ✓ |
| Overdraft Protection: Standard | $5.00/month | $5.00/month | $5.00/month | $5.00/month |
| Overdraft Protection: Occasional | $5.00/item | $5.00/item | $5.00/item | $5.00/item |

### Travel needs

| International: Monthly number of withdrawals using a non-BMO Harris AIM on the Cirrus network in the United States/Using AIM on the Cirrus network outside Canada and United States | $5.00/$5.00 | 2 | 2 | 2 |
| International: Debit card transactions at merchants using the Maestro or Mastercard network | ✓ | ✓ | ✓ | ✓ |
| Preferred exchange rate when buying or selling U.S. cash (up to US$5,000 per transaction) – fees charged by other financial institutions when transferring RSP balances to BMO Bank of Montreal are reimbursed up to $25 | ✓ | ✓ | ✓ | ✓ |
| Monthly statement fee | ✓ | ✓ | ✓ | ✓ |

### Additional features

| Personalized cheques (cheque styles limited) | Varies by style | Varies by style | Varies by style | ✓ |
| Money orders and drafts (in available currencies) | $7.50/each | $7.50/each | $7.50/each | ✓ |
| Certified cheques | $20.00/each | $20.00/each | $20.00/each | ✓ |
| Stop payments (Individual/Series) | $12.50/$20.00 | $12.50/$20.00 | $12.50/$20.00 | ✓ |
| Safety deposit box annual $5.00 discount (subject to availability — one box per Bank Plan) | $3.00/month | $3.00/month | ✓ | ✓ |
| Acceptance of post-dated items for deposit | ✓ | ✓ | ✓ | ✓ |
| Wave redemption fee for withdrawals from Retirement Savings Plan (RSP) for BMO Term Investments or BMO Mutual Funds | ✓ | ✓ | ✓ | ✓ |
| RSP transfer fees charged by other financial institutions when transferring RSP balances to BMO Bank of Montreal are reimbursed up to $25 | ✓ | ✓ | ✓ | ✓ |
| 50% discount on annual fee for Self-Directed RSP or Retirement Income Fund (RIF) offered by Nesbitt Burns Inc. | ✓ | ✓ | ✓ | ✓ |
| Annual fee waived for Self-Directed RF, LF or RIF (for new customers) and an RSP, UMA or RESP with minimum account balances of $25,000 offered by BMO InvestUrine | ✓ | ✓ | ✓ | ✓ |
| Certificate of confirmation of balance | $10.00/each | $10.00/each | ✓ | ✓ |
| Monthly certificate fee | $15.00 | $15.00 | $17.00 | Free |

### Items indicated with a “✓” are no longer applicable to the selected Bank Plan.

1 These products and services are no longer offered. This information is provided to customers who currently have these Bank Plans and accounts. BMO regularly reviews Everyday Bank Plans, accounts and services offered to ensure they meet our customers’ changing needs. From time-to-time, we may revise Bank Plan features and benefits included in your Plan. Notice will be provided in advance of pricing increases and changes in features or services that may no longer be included in your Plan. 2 You are responsible for all transactions and service fees not included in your Bank Plan. 3 A account features completed through BMO Mobile, BMO Online and telephone banking interactive voice response (IVR) system do not count towards the monthly transaction limit. 4 Fee does not apply for use of BMO-issued AIMs at the BMO ATM in Canada and 40% off at others (excluding BMO-issued AIMs in the United States) that may charge a fee. The fee for your BMO ATM and BMO ABL, may not be excluded but are described on your statement. 5 Passbooks are no longer offered and are only available to existing customers who have this service. 6 Inquire e-Transfer transaction fees are subject to maximum sending or receiving dollar amounts. For Bank Plans that do not include unlimited transactions, excess transaction fees may apply if you perform an e-Transfer transaction over and above the number of transactions allowed for the Plan. A cancellation fee may still apply when you cancel the transaction. 7 You are required to provide valid setup instructions for this service. The Overdraft Transfer Service fee in addition to any debit transaction fee. 8 Available to qualified customers, interest will be calculated on the daily outstanding balance at prevailing overdraft interest rates and charged to the account at the end of the month. Overdraft Protection fees apply individually to each account with an authorized limit within the Plan. The Overdraft transfer fee applies to each item that creates or increases overdraft. For cheques and pre-authorized debits, we process debit transactions against accounts in the order in which we receive them via the clearing system. Overdraft per item charges will be incurred in the same order as items are received from the clearing system. 10 Applies to purchases made outside of Canada on the Maestro or Mastercard network. Other transaction or network fees may apply Subject to Monthly Transaction Limit. 11 Once the activation requirement, please call 1-866-520-8828. 12 Terms and Conditions provided upon activation, limitations and exclusions will apply. Per item: excludes $2,500 per person (electronically, or $500 per person (personally) charges). 13 U.S. Dollar money orders and drafts are available at no cost when purchased through a U.S. Dollar personal account. Foreign currency drafts are subject to sanctions compliance regulations and payee names are screened against persons listed under international sanctions. Depending on the result of that screening, a payee might not be able to cash a foreign currency draft. 15 Minimum balance requirement may apply. 16 The monthly fee can be deferred by maintaining the minimum monthly balance of $1,000 throughout the calendar month in a Primary Chequing or Interest Chequing Account that has been designated as the lead account for your Bank Plan. The lead account is the one you designate to pay any fees required by your Bank Plan for example, your monthly Plan fees and transaction fees. 19 The fee waiver only applies to Interest Chequing Accounts that were formerly an Investment Chequing Account, Chequable Savings, Daily Interest Savings Account, Visa Savings Account or Investment Savings Account and is based on the minimum monthly balance being maintained at all times.

**Bank Plan Features**

- **Everyday Banking**
  - Monthly transaction limit including account history inquiries
  - Monthly number of withdrawals using a non-BMO AIM on the Interac network in Canada
  - Monthly number of Interac e-Transfer transactions
  - Fee for assisted-service debit transactions and/or account inquires
  - Fee for debit transactions and/or account history inquiries in excess of monthly transaction limit
  - Cheque image return option and view cheque online
  - Assisted-service bill payments
  - Monthly paper statement or passbook

- **Added protection**
  - Overdraft Transfer Service between personal accounts in the Bank Plan to cover overdraft
  - Overdraft Protection: Standard
  - Overdraft Protection: Occasional

- **Travel needs**
  - International: Monthly number of withdrawals using a non-BMO Harris AIM on the Cirrus network in the United States/Using AIM on the Cirrus network outside Canada and United States
  - International: Debit card transactions at merchants using the Maestro or Mastercard network
  - Preferred exchange rate when buying or selling U.S. cash (up to US$5,000 per transaction)

- **Additional features**
  - Personalized cheques (cheque styles limited)
  - Money orders and drafts (in available currencies)
  - Certified cheques
  - Stop payments (Individual/Series)
  - Safety deposit box annual $5.00 discount (subject to availability — one box per Bank Plan)
  - Acceptance of post-dated items for deposit
  - Wave redemption fee for withdrawals from Retirement Savings Plan (RSP) for BMO Term Investments or BMO Mutual Funds
  - RSP transfer fees charged by other financial institutions when transferring RSP balances to BMO Bank of Montreal are reimbursed up to $25
  - 50% discount on annual fee for Self-Directed RSP or Retirement Income Fund (RIF) offered by Nesbitt Burns Inc.
  - Annual fee waived for Self-Directed RF, LF or RIF (for new customers) and an RSP, UMA or RESP with minimum account balances of $25,000 offered by BMO InvestUrine
  - Certificate of confirmation of balance

- **Monthly certificate fee**
  - Minimum monthly balance needed in a Primary Chequing Account to eliminate monthly fee
  - Minimum monthly balance needed in an Interest Chequing Account to eliminate monthly fee
II. Personal Account Agreement

By applying for an account you agree to the following terms:

1) Privacy Disclosure & Consent – Your Personal Information
BMO Financial Group is committed to respecting and protecting the privacy and confidentiality of your Personal Information and wants to help you understand how we collect, use and share it. Please see our Privacy Code for complete details on our commitment to privacy (available at bmo.com/privacy, from any of our branches or by calling 1-877 CALL BMO (225-5266)). BMO also accepts calls made via Telecommunications Relay Service (TRS).

Sharing your Personal Information
BMO Financial Group consists of Bank of Montreal and its affiliates. Your Personal Information, including information about your authorized representatives and beneficiaries, is shared within BMO Financial Group, to the extent permitted by law.

Your Choices
Sharing: You may choose not to allow us to share account-specific information within BMO Financial Group, but you understand we will share your Personal Information where two or more BMO Financial Group affiliates provide you with jointly offered products or services.

Direct marketing: You may choose not to allow us to use your Personal Information for direct marketing, such as mail, telemarketing or email informing you about products and services we think may be of interest and value to you.

Please see “Contact Us” in our Privacy Code for more details.

Consent for Third Parties
You agree and acknowledge notice that BMO Financial Group and its agents may use your Personal Information to obtain and update credit information and other financially related information about you at any time during the term of this agreement from any credit reporting agency, credit bureau, other financial services industry databases, your employer(s) or any person who has or may have financial dealings with you for the purposes outlined in the Privacy Code. BMO Financial Group may use information you provide to us when opening or operating any accounts you have with us to confirm or validate such information with third parties. If you do not have a credit product (e.g. credit card, mortgage, line of credit or other loan) with BMO Financial Group, you may withdraw your consent at any time by contacting us.
2) Identification Requirements for Personal Accounts
You are required to provide one eligible piece of identification to open any type of bank account. Identification provided must be valid (not expired), original and not defaced.

The eligible piece of identification must:
• Contain a photo which clearly shows your face; and
• Be issued by a government agency, including a federal government, (for example, Canada, the United States or other foreign government), or by a province/territory/state level government.

List of Eligible Piece of Identification:
• Certificate of Canadian Citizenship
• Certificate of Indian Status issued by the Government of Canada
• Driver’s Licence¹
• Firearms Licence
• Government issued ID card or document
• Immigration Canada Documents²
• NEXUS Card
• Passport
• Permanent Resident Card
• Provincial or territorial health insurance card as permitted to be used as identification under provincial or territorial law³

Access to Basic Banking Services Regulations under the Bank Act
If you are unable to provide one eligible piece of identification listed above, you still can open a personal chequing and/or savings account with two pieces of original identification that are not defaced, and valid (not expired) listed under list A and list B below. One piece of identification must be from list A.

If you only have one piece from list A, and none from list B, your identity may be confirmed by a customer in good standing with the Bank or by an individual of good standing in the community where the Bank branch is located. You will also be asked to provide the following information if it is not included in the identification you present: address, occupation and date of birth. If we have reasonable grounds to suspect that there is a misrepresentation of identity, you will be requested to show one piece of identification that bears your photograph and signature.

List A
• Birth certificate issued in Canada
• Immigration Canada Documents²
• Old Age Security Card issued by the Government of Canada bearing the Social Insurance Number of the person named on the card
• Provincial or territorial health insurance card (without photo) as permitted to be used as identification under provincial or territorial law³
• Social Insurance Number (SIN) card issued by the Government of Canada⁴

List B
Identification from this list must bear your name:
• A bank or automated teller machine or client card, issued by a Canadian financial institution who is a member of Payments Canada, and bearing the individual’s signature
• Bank Letter of Introduction issued by Canadian financial institution
• Canadian National Institute for the Blind (CNIB) client card
• Confirmation Letter by an individual of good standing in the community where the Bank branch is located
• Credit card issued by a Canadian financial institution who is a member of Payments Canada, and bearing the individual’s signature⁵
• Employee identification card issued by an employer
• Known to a branch employee
• Referred by a local organization/government agency

If you have any questions about the identification listed or these requirements, refer to section “Complaint Resolution Process” of this Agreement.

¹ Temporary Alberta Driver’s Licence is not accepted. ² Immigration Canada form IMM 1000, IMM 1442 or IMM 5292 or IMM 5688 ³ Where permitted by law. Currently Manitoba, Ontario, and P.E.I. health cards are prohibited from being used as identification anywhere in Canada. Other provinces and territories may change from time to time. ⁴ A Social Insurance Number letter cannot be accepted. ⁵ Pre-paid cards cannot be accepted.
3) General Terms and Conditions

- Your account is to be used as a personal account only. If your account is used for business purposes, we reserve the right to charge you business banking service charges and/or close the account.
- We may rely on a properly appointed legal representative who is acting for you.
- This Agreement binds your heirs, executors, legal representatives, liquidators, administrators, assigns and, in Quebec, liquidators.
- After your death, we will transfer the balance of the funds in your account to your legal representative. Your representative must first provide us with the proper legal documents.
- You agree to notify the Bank in writing of any unauthorized or forged instruments immediately upon becoming aware of them.
- You are responsible to advise us of any changes to your personal information including your civic or postal address, email address, telephone number.
- If you have authorized us to obtain a credit bureau report, we may at our discretion update this information at any future date during the time you are a Bank customer. You also agree that we may share your personal information within BMO Financial Group or with credit reporting agencies or with persons with whom you have or may have financial dealings.
- You will supply further information as we may require from time to time to keep your personal information current.
- We may report any improper or unauthorized activity (such as an overdue credit balance) that is in any way connected with your account to any credit reporting agency.
- We may apply a credit balance in any of your accounts with us against any debit balance you may have in any other of your accounts with us, including any loan, line of credit, credit card or any other type of account. We may do so without first giving you notice and regardless of whether the accounts involved are joint or individual accounts. We may also do so at our discretion if at any time you commit, or we suspect you may have committed, fraud or other illegal act, we determine that you pose an unacceptable level of legal, reputational or other risk to the Bank, you violate the terms of any applicable agreements, you use the account for any improper or unlawful purposes, there is suspicious activity in the account, or you operate the account in any unsatisfactory manner.
- Any rights and remedies set out in this Agreement do not affect any other rights or remedies that the Bank may have at common law or otherwise.
- You acknowledge that digital or electronic representations of cheques and other payment items may be made and used by financial institutions, including the Bank, and we may elect to provide such digital or electronic representations of cheques or other payment items to you, in which case the original paper item may be destroyed and not returned to you. We are entitled to act upon such a representation for all purposes as if it were the paper item.
- We may change or end this Account Agreement at any time. You agree to changes made when notice is given in our Canadian branches.

a. Deposits

- You are able to make deposits to your account at any of our Canadian branches that provide Assisted-service and at a BMO ATM or by using BMO Mobile.
- We may require deposits to comply in all respects with all applicable by-laws, rules, regulations and standards of the Bank and/or the Payments Canada.
- When you deposit a cheque, you agree to allow us enough time to make sure the cheque has cleared before you can withdraw the amount of the cheque.
- We can apply direct deposits to your account. However, we cannot be responsible for the type or amount of the deposit, or any delay in applying or failing to apply the deposit.
- U.S. coin will only be accepted at par with Canadian even when deposited to a U.S. Dollar Account.
- We may debit your account for the amount of any deposits for which we are not fully reimbursed.
- We may accept cheques from you on a collection basis. The funds will be deposited to your account only if and when payment for the cheque has been received by us from the other financial institution. We may charge a fee for cheques
sent on collection, and the other financial institution may also charge associated fees. Refer to the “Additional Services and Fees” listed in this Agreement for applicable fees.

- You are responsible for delivering any change in direct deposit instructions to anyone who makes direct deposits to your account.
- You agree we do not have to give you or anyone else immediate notice of dishonour if an item deposited to your account has been returned to us unpaid. Notice of dishonour is adequately given by including the deposit reversal entry on the monthly statements which we send to you. You will be liable to us for the amount we charge back to your account from the date we do so. You acknowledge that foreign currency items deposited and subsequently returned may incur a foreign currency loss due to rate fluctuations. You are responsible for any differences and amounts owing as a result of a dishonoured foreign currency item.
- You certify that you have complied and will continue to comply with all applicable laws (including any laws relating to money laundering, currency and remittance controls) in connection with the money sent to the Bank by you or on your behalf.
- We may debit your account for any amount deposited to your account in error. You acknowledge that you do not acquire rights to funds deposited into your account in error merely by virtue of the fact that such deposit has been made, regardless of the length of time the funds remain in the account. If sufficient funds are not available in your account to debit your account for the amount deposited in error, you agree to pay us and you will be liable to us for any such amounts owed including any overdraft fees, together with interest at the interest rate charged by us from time to time for overdrafts.

b. Interest
- We may change interest rates or terms or both from time to time. Up-to-date information on rates and terms are available at all our Canadian branches where deposit accounts are kept, online at bmo.com/rates and by calling 1-877-225-5266. Interest rates are per annum.
- Interest is calculated on the daily account closing balance, and paid monthly on the last business day of the month.
- When switching from an interest bearing account to another account type (where permissible and where the account number does not change), any accrued interest will be calculated up to, but not including, the date of the switch and will be credited directly to the new account type at the time of the switch.
- When closing an interest bearing account, any accrued interest will be calculated up to, but not including, the date of account closure and will be credited directly to the account, at the time of account closure.

c. Withdrawals
- We may reject cheques or other payment items that do not comply with all applicable by-laws, rules, regulations, and standards of the Bank and/or Payments Canada.
- You are able to make withdrawals at Canadian branches that provide assisted-service by giving your request along with your BMO Debit Card or any other card issued by Bank of Montreal for this purpose, or any additional identification which we may ask you to present.
- There is a limit to the amount of money that you are able to withdraw at a branch other than your branch of account.
- We may require you to give us at least seven days notice before you make a withdrawal.
- You are able to make withdrawals at BMO branded ATMs and non-BMO ATMs in Canada, the United States, and internationally (where eligible networks are available) with your BMO Debit Card or any other card issued by Bank of Montreal for this purpose, and your Secret ID Code. Transaction limits apply.
d. Cheque Hold Policy
A cheque is not the same as cash. It is an instruction by a payor to its bank to pay you. We may hold amounts you deposit by cheque to give the payor’s bank time to confirm that the payor’s account has funds available to cover the cheque. Our hold periods are set out below. If we put a hold on your cheque, you cannot withdraw the amount deposited for the duration of the hold.

Please note that you should only accept a cheque from someone you can trust because the payor’s bank can return it to your account at any time, even after we have removed a hold, for a variety of reasons, including because it is counterfeit, has a forged signature or endorsement, has been altered or is stolen. If that happens, we have the right to debit your account for the amount of the cheque. If you are unsure about a cheque, ask for payment by cash or Interac e-Transfer.

We may apply the same hold periods to other instruments you deposit, such as money orders and drafts.

<table>
<thead>
<tr>
<th>Cheque deposit hold details</th>
<th>Hold Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Encoded Canadian dollar cheques, money orders and drafts drawn on a Financial Institution located in Canada</strong></td>
<td></td>
</tr>
<tr>
<td>Cheque amount for $1,500 or less deposited in the branch with an employee</td>
<td>Cheques may be held up to four business days² after the day of the deposit</td>
</tr>
<tr>
<td>Cheque amount for $1,500 or less deposited through any other manner, including an ATM</td>
<td>Cheques may be held up to five business days after the day of the deposit</td>
</tr>
<tr>
<td>Cheque amount for greater than $1,500 deposited in the branch with an employee</td>
<td>Cheque may be held up to seven business days after the day of the deposit</td>
</tr>
<tr>
<td>Cheque amount for greater than $1,500 deposited through any other manner, including an ATM</td>
<td>Cheque may be held up to eight business days after the day of the deposit</td>
</tr>
<tr>
<td>New accounts (opened for less than 90 days)</td>
<td>All cheques may be held up to seven business days after the day of the deposit</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other types of Cheques</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheques that are endorsed more than once or are deposited six months after the date of the cheque</td>
<td>Cheques may be accepted for deposit at our discretion and if accepted for deposit may be held up to nine business days after the day of the deposit</td>
</tr>
<tr>
<td>Encoded U.S. dollar cheque drawn on financial institution located in Canada</td>
<td>Cheque may be held up to seven business days</td>
</tr>
<tr>
<td>Un-encoded or partially encoded cheque (Canadian or U.S. dollar) drawn on a financial institution located in Canada</td>
<td>Cheque may be held up to 15 business days</td>
</tr>
<tr>
<td>Damaged or mutilated encoded cheque (Canadian or U.S. dollar) drawn on financial institution located in Canada</td>
<td>Cheques may be accepted for deposit at our discretion and if accepted for deposit may be held up to 30 business days after the day of the deposit</td>
</tr>
<tr>
<td>Encoded U.S. dollar cheque drawn on financial institution located in the United States</td>
<td>Cheque may be held up to 30 business days</td>
</tr>
<tr>
<td>Cheques sent on collection³</td>
<td>Cheque will be credited to customer account only if and when the cheque has been paid by the financial institution on which it has been drawn</td>
</tr>
</tbody>
</table>

**Effective February 3, 2020,** we may extend the above noted hold periods for up to 90 business days after the day of deposit if we have reason to believe the deposit is being made for illegal or fraudulent purposes or we have other concerns about the cheque, including concerns regarding the image of the cheque in the case of deposits made using BMO Mobile Banking. We may also refuse to accept any cheques if we have reason to believe this. Our right to put a hold on any amount that you deposit by cheque (or other non-cash deposit), does not affect our right to refuse to release funds in your account for other reasons as described in section 3 of the Personal Account Agreement.

1 Foreign currency items deposited and subsequently returned may incur a foreign currency loss due to rate fluctuations. You are responsible for any differences and amounts owing as a result of a returned foreign currency item. 2 “Business” day means Monday to Friday; excluding holidays when your branch is closed. 3 Some cheques may be sent on “collection”, meaning that the funds will be credited to your account only if and when BMO receives payment when the cheque drawn from another financial institution clears and the funds have been received by BMO.


e. Cashing Government of Canada Cheques
We will not charge a fee when you cash or deposit a Government of Canada cheque. We will cash your Government of Canada cheque with a value up to $1,500 with:
• two pieces of ID from list A or B, or
• one piece of ID from list A or B if your identity is confirmed by a customer in good standing with the Bank or by an individual of good standing in the community where the Bank branch is located, or
• one piece of ID from list A or B that has your photo and signature
Note: For ID types applicable to list A or B refer to the “Identification Requirements for Personal Accounts” section in this Agreement. Under Access to Basic Banking Services Regulations, acceptable documents for List A also includes any piece shown in the List of Eligible Piece of Identification.


f. Checking your Statements and Account Information
Any statement of your account(s) will be deemed to have been delivered or given to you if sent by the Bank by ordinary mail to your last known address contained in the records of the Bank, or if sent to you electronically, through electronic channels such as BMO Mobile or BMO Online Banking including BMO Online Banking message centre or any other electronic channel we may allow you to access such documents (“BMO Digital Banking”). You will advise the Bank promptly if you have not received the statement within 10 days of the date on which you normally receive it.

You are responsible for:
• reviewing, at least monthly, debit and credit entries to your account, cheques or cheque images, vouchers and transaction information (“Account Information”);
• determining the authenticity of the Account Information; and
• notifying the Bank in writing of any errors, irregularities, omissions in, or objections to, your statement, Account Information or passbook (including, without limitation, if a cheque has forged signatures, has been altered, is a duplicate, is counterfeit or is otherwise unauthorized or fraudulent) (“Notice”).

This Notice must be provided to the Bank within 30 days from:
• the statement date, if you receive monthly statements; or
• the last day of the month in which the transaction was posted to your account, if you do not receive monthly statements.

In addition, you acknowledge and agree that, except as set out in any Notice provided to the Bank within the 30 day period, after the 30 day period:
• you will be deemed to have accepted your statement, Account Information or passbook as correct and to have accepted all transactions, if any, as properly charged to your account. During and after the 30 day period, the Bank may charge back amounts remitted to you for which payment has not been received;
• all amounts charged to your account are properly charged or credited, including all interest, fees and service charges, whether or not the statement discloses how interest, fees and charges are calculated;
• you have no claim that any cheques or any other payment instructions charged to the account had forged signatures, were altered, duplicated, or counterfeit or were for any reason unauthorized or fraudulent even if you or we did or did not verify the signature, instruction or authorization; and
• you release us from any claim whatsoever relating to your statement, passbook or Account Information, whether for negligence, breach of contract, breach of trust, breach of fiduciary duty, conspiracy, unlawful interference or otherwise.

g. Consent to Electronic Delivery Of Documents
These terms and conditions apply to the electronic delivery of documents to you relating to one or more of your BMO Bank of Montreal account(s).

1. Definitions
Account means the BMO account for which you have selected to receive electronic delivery of documents as set out in these terms and conditions, and any replacement account that may be opened, such as when your credit card or debit card is lost or stolen or your credit card is converted to a different BMO credit card.
Agreement means the agreement between you and BMO that governs your Account, as may be amended from time to time, and which you can view at bmo.com.

BMO and we means Bank of Montreal, Bank of Montreal Mortgage Corporation and BMO Trust Company.

Documents means the documents listed in Section 2.

Message Centre means the BMO Online Banking message centre.

Mobile Banking means access to your statements through a smartphone or tablet device, through a mobile banking app or through a mobile browser using our mobile banking website m.bmo.com.

Online Banking means the online access to your statements through an online channel accessible through bmo.com.

Tablet Banking means access to your statements through a tablet device.

You and your means each person who consents to BMO providing electronic delivery of documents.

2. Consent and When It Takes Effect – You consent to BMO providing the following documents to you by making them available through Online Banking:

(i) Account statements;
(ii) changes to your Agreements;
(iii) changes to any interest rates, fees, and any other items mentioned in the disclosure statements we send you from time to time with respect to your Accounts;
(iv) communications about these terms and conditions including changes and confirmations; and
(v) any other confirmation, notice or information that we are required by law to provide to you in writing relating to your Accounts.

We will not send you paper documents, except as set out in Section 6.

If we receive your consent less than ten business days before the end of an Account statement period, it may not take effect until the next Account statement period. Account statement periods will end on the same day each month. For credit card and line of credit Accounts, your due-date will also be the same time each month as your paper statement.

3. Oral Consent – If you orally consented to BMO providing you documents electronically, this confirms your consent. If you do not agree to these terms and conditions, you may revoke your consent as described in Section 7.

4. Electronic Delivery of Documents and Length of Time Available – When we provide a document electronically, we will do so by making it available to you through Online Banking. We may post a notification message to the Message Centre to tell you that the document is available. In other cases, documents may become available to you immediately as part of an Online Banking transaction or selection.

Agreements and disclosure of fees, charges and interest

We may make your Agreements and any fees, interest rates and other disclosures related to your Accounts available through links in Online Banking. These links will provide you with access to the most current version of your Agreements and fees, interest rates and other disclosures related to your Accounts at bmo.com. Documents available at bmo.com will be updated from time to time. If you want to retain a copy of the Agreement, fees, interest and other disclosures effective on your Account opening, we recommend that your print or save a copy of these documents as soon as the links are available to you in Online Banking.

Account statements

We will make Account statements available through links in Online Banking. Other documents may be limited to links or information contained in Message Centre notifications. You will be instructed to print or save a copy for your records. Message Centre notifications are accessible for six calendar months after they are posted, unless you delete them. Account statements are accessible for seven years after they are posted in Online Banking.

Alert

In addition to Message Centre notifications, you may select through Online Banking to receive non-secure alerts sent electronically by us to you through various channels (for example, email, text message or other notification to a mobile device) to notify you when documents are available. You are responsible for informing us of any changes made to your
contact information. Alerts may be delayed or prevented because of a variety of factors. We do our best to provide alerts in a timely manner and with accurate information. We do not guarantee the delivery or the accuracy of the contents of any alert. By using alerts, you also agree that we will not be liable for any of the following:

(i) any delays, failure to deliver, or misdirected delivery of any alert;
(ii) for any errors in the content of an alert; or
(iii) for any actions taken or not taken by you or any third party in reliance on an alert.

5. **Your Obligations to Access Online Banking and View Documents** – You agree to access Online Banking at least monthly to review documents. You are responsible for printing or downloading a copy of any document for your records. If you are unable to access Online Banking for any reason, you should revoke your consent as described in Section 7.

6. **Providing Documents by Paper** – We may provide you documents by paper delivery if we are unable to provide electronic delivery or if we otherwise consider it appropriate. Any paper delivery will be provided to you at the most current mailing address that we have on file for your Accounts.

7. **Revoking Consent** – You may revoke your consent to have documents delivered to you electronically at any time by updating your document delivery preferences in BMO Online Banking, by calling 1-877-225-5266, or by coming into any BMO branch.

   We will confirm to you in writing that we have received your revocation and specify when it takes effect. If we receive your revocation less than ten business days before the end of an Account statement period, it may not take effect until the next Account statement period.

8. **Changing These Terms and Conditions** – We may change these terms and conditions from time to time by providing you with notice of the change through electronic or paper delivery.

9. **Other Agreements** – These terms and conditions apply in addition to your other Agreement(s).

**h. Fees**

Please see the “Pay-per-use Fees” and “Additional Services and Fees” schedules found at the front of the brochure for more information and current charges. These fees form part of the Personal Account Agreement. We may change fees from time to time. Up-to-date information on charges is available at all Canadian branches and online at bmo.com/agreements.

- We may charge for our services, and debit your account for these charges.
- We may change charges from time to time. If there are to be any increases, a list of changes will be sent to you if you receive a monthly account statement, at least 30 days in advance of the increase. If you do not receive a monthly account statement, we will consider that you have been provided with notice when a list of changes are posted in Canadian branches, online at bmo.com/agreements and at BMO ATMs at least 60 days in advance of the increase.
- Service charges and fees on U.S. Dollar Accounts are charged in U.S. dollars.
- Service charges are non-refundable.
- Service charges are debited to the lead account, identified with a descriptive message, and calculated from the first to the last business day of the month however; the debit is processed on the second business day of the following calendar month and posted to the last business day of the previous month. As a result month end balances obtained through your branch, an ATM, Telephone, BMO Mobile, BMO Online or BMO Tablet Banking may not reflect service charge fees to be collected.
- Unless you have a separate overdraft agreement with us, you understand that you do not have the right to overdraw your account. If we allow you to have an overdrawn account, we will charge a fee for each debit transaction, plus interest calculated daily on the overdrawn balance at the prevailing overdraft interest rate, as disclosed in our Canadian branches. You must repay any overdraft balance, fee(s) and interest on demand. We may change interest rates and terms from time to time.
- We may charge you for and debit your account for any costs we incur to recover amounts that you owe us. These costs may include legal fees on a solicitor and client basis.
- We may charge you for and debit your account for any costs we incur to comply with any request issued under a statutory or court authority for information or documents respecting your account.
- We may debit your account for any taxes collectible by us on all of our products and services.
i. **Inactive Accounts**
Accounts with a balance of $0 and no Customer Activity for a period of at least one year, will be closed.

j. **Dormant Accounts**
Accounts with no Customer Activity for two years or more, will be considered Dormant. You may choose to reactivate or close your account to avoid a Dormant Account Fee. Dormant Accounts Notices will be mailed to you after two and five years of inactivity. If notice is not acknowledged within 60 days, a Dormant Account Fee will be charged to your account after two and five year period. If there are insufficient funds in your account to cover the fee, you authorize us to close the account without notice to you. If your account remains inactive and balance is still unclaimed after nine years of inactivity we will close your account and mail a final notice. If notice is not acknowledged by November 30 of the tenth year of inactivity, the unclaimed balance of your account will be transferred to Bank of Canada. A fee will apply at the time of transfer. The Bank of Canada will act as custodian on your behalf. To retrieve your unclaimed balance contact the Bank of Canada at:

**Bank of Canada – Unclaimed Balances**
234 Wellington Street
Ottawa, ON K1A 0G9
**Call:** 1-800-303-1282 or 613-782-8111
**Fax:** 613-782-7713
**email:** info@bankofcanada.ca
**Visit:** bankofcanada.ca/unclaimed-balances

4) **Joint Accounts**
The terms in this section apply only if there is more than one person applying for the account. In that case, you also agree to the terms in this section. When the terms above are not consistent with those in this section, the terms above are to be read with appropriate changes.

- You authorize us to debit your account for withdrawals, cheques, and other debit instructions, when signed by one or more of you, according to the Signing Authority in your Application. You have the following three options when choosing Signing Authority for your account:
  (i) Any one to sign;
  (ii) All to sign; or
  (iii) Any number to sign when there are three or more persons on the account.
- Deposits made or endorsed by all of you will be credited to your account.
- Deposits payable to either one or more of you that are endorsed by any one or more of you will be credited to your account.
- Deposits payable to all of you and endorsed by any one or more of you will only be credited to your account if the Signing Authority matches the signatures on the item you are depositing.
- Your authorization above applies even if an overdraft is created or increased in the account.
- You authorize us to deal with any one of you for any other transactions or matters relating to the account. A stop payment order by any one of you is sufficient to end our authority to pay an item. However, we may still require all of you to sign instructions or documents in some cases.
- We may credit your account with the proceeds of any instruments, including securities, that are signed or drawn by any of you, payable or belong to any of you, or are received by us for credit to any of you. We may endorse any of those instruments for any of you. You allow us to do this, and will not hold us responsible.
- You can only receive one statement for the account. Each statement, notice, and other document sent to the address in our records for the account, is to be considered as if we sent it to each of you.
- You can only receive one statement format, either paper or electronic (“eStatement”).
  If you choose to receive an eStatement, you will each have access to view, print and save the eStatement.
  If you choose to receive an eStatement, a statement, notice and other document is considered delivered when we make it available through electronic channels such as BMO Mobile or BMO Online Banking, including BMO Online Banking message centre or any other electronic channel we may allow you to access such documents.
• You are responsible individually and together (and in Quebec, solidarily) for all your obligations under this Account Agreement.
• If any of you die, you authorize us to provide to the estate representative any information related to the joint account up to the date of death. In Quebec the liquidator of an estate is entitled to all account information up to or after the date of death.

In all provinces and territories except Quebec, a joint account has a right of survivorship, unless you indicate “No Right of Survivorship” under Form of Co-Ownership in the account opening form.
If your joint account has a right of survivorship, you acknowledge that the money in your account belongs to all of the joint account holders jointly and if you die:
• the money in your account will automatically become the property of the surviving account holder(s). It will not become part of your estate.
• the surviving account holder(s) can withdraw the money in your account according to the Signing Authority for the account.
• if there are too few surviving account holders to meet the Signing Authority requirements for your account, we will act on the signatures of all of the survivors.
• after the death of the last survivor, we will transfer the funds in the account to the legal representative of the last survivor.

In Quebec there is no right of survivorship for joint accounts.

5) Savings Builder Account
With a Savings Builder Account you are awarded an additional rate of interest in a given month simply by increasing your account balance by $200.00 or more.

In this section, the following definitions apply:
Account means Savings Builder Account.
Base Interest means the rate of interest you will earn on your entire Account balance regardless of whether you increase your Account balance.
Bonus Interest means an additional rate of interest you will earn each month in which you increase your Account balance by $200.00 or more.
• Bonus Interest is available on balances up to a maximum $250,000. To determine if you are eligible for Bonus Interest in a month, we will calculate the difference between the closing balance on the last business day of the previous month and the closing balance on the last business day of the current month. The closing balance at the end of the current month excludes Base Interest credited from the current month, Bonus Interest credited from the previous month and any withdrawal or transfer fees.
• Bonus Interest is calculated on the daily account closing balance and paid monthly on the second business day of the following month. Bonus Interest is calculated from the first business day of the month, regardless of which day you may have qualified for Bonus Interest.
• You will not qualify for Bonus Interest and will only earn Base Interest on your Account balance:
  (i) for each month that you do not increase your Account balance by $200.00 or more; and
  (ii) on the portion of your Account balance that exceeds $250,000.
• Base Interest is calculated on the daily closing balance and paid monthly on the last business day of the month.
• If you switch from a Savings Builder Account to another account type (where permissible) or close a Savings Builder Account, you are not eligible to earn Bonus Interest for that month if the Account is switched or closed before the Bonus Interest is credited, even if your Account balance increased by $200.00 or more. You will earn Base Interest on the entire Account balance up to the previous business day of the switch or closure.
• We may change the monthly Account balance increase amount required to earn Bonus Interest at any time.
• We may change interest rates or balance tiers or both from time to time. Up-to-date information on rates and terms are available at all our Canadian branches where deposit accounts are kept, online at bmo.com/rates and by calling 1-877-225-5266. Interest rates are per annum.
• You are only allowed one Savings Builder Account in your name, regardless of whether the Account is single, ‘in trust’ or held jointly.
6) **AIR MILES Reward Program**

If you are applying for an eligible Bank Plan with a Canadian or U.S. Dollar Primary Chequing Account that is designated as your lead account (the one you designate to pay any fees required by your banking) or you have a grandfathered Interest Chequing Account, you also agree to the terms in this section regarding the AIR MILES Reward Program:

- You have one of the following Options:
  (a) to earn AIR MILES Reward Miles on your account and have them credited to an AIR MILES Collector Number;
  (b) not to earn AIR MILES Reward Miles on your account.

- If you do not indicate your choice when you apply, you agree that you have chosen Option (b).

- You may change your Option by giving us notice of the change in writing at the branch where your account is held.

- If you have chosen Option (a) Miles will not be earned on your account until you fulfill any other eligibility criteria for earning Miles that we may require from time to time.

- You confirm that the AIR MILES Collector Number provided to us is correct.

- We will direct any Miles earned on your account only to the Collector Number you provide.

- If you have chosen Option (b), you agree that you will not make any claims against us for not having your account earn Miles.

- We decide and tell you how the Miles that we issue can be earned on your account. We may change how they are earned. We may cancel or reverse any Miles that were not properly issued or earned. Miles have no cash value.

- Miles are based on the cumulative amount spent through the month, less reversals or returns and will be rounded down to the nearest whole number. Fractions of Miles will not be awarded.

- Your account(s) must be in good standing.

- Regarding all aspects of our involvement in the AIR MILES Reward Program, you agree that the rights that the Collector for your account may have against us are no greater than the Collector’s rights against LoyaltyOne, Co. (“LoyaltyOne”) in the Collector’s agreement with them.

- The AIR MILES Reward Program is covered by a separate agreement between Loyalty and the AIR MILES Collector for your account.

- LoyaltyOne is responsible for the AIR MILES Reward Program. You will not hold us responsible for the Program or any obligation in connection with it or its operation. If the Reward Program is changed or ended, you will also not hold us responsible. You will not make any claims against us for any matter connected in any way with the AIR MILES Reward Program.

- We decide when to report to LoyaltyOne or its agents the Miles earned on your account from us and we may give LoyaltyOne or its agents any other information reasonably required by Loyalty for the AIR MILES Reward Program. There is a processing period between the time we report the Miles earned from your account and when those Miles become available to the Collector.

- You understand that where you have chosen Option (a), and you provide an AIR MILES Collector Number that belongs to someone else, that that Collector may be able to calculate the value of financial value associated with your account(s) due to the manner in which the Miles are credited.

- We have the right to terminate the Program at any time.

- You agree that we may collect and use information about the type and number of other products and services that you have obtained from other members of BMO Financial Group to determine your eligibility for additional Miles in accordance with the AIR MILES Reward Program.

- If at any time you commit fraud, violate any of these terms, or abuse your Program privileges, we may without affecting our other rights, refuse to allow you to earn Miles on your Personal Accounts.
III. Everyday Bank Plan Agreement

By applying for any Everyday Bank Plan you agree to the following terms:

1) General Terms and Conditions

• You understand and agree to the Plan terms, features and fees, which are outlined below.
• The Monthly Transaction Limit overrides any Debit Transactions otherwise included with certain accounts and any waivers of transaction fees earned by keeping the requisite balance in the account.
• **Family Bundle**: If you have included your family members (parents, grandparents, children, grandchildren or spouse/partner (either married or common-law)) living at the same address in your Plan, your family members will benefit from the services under your Plan, up-to Plan transaction limit, at no additional cost. Family Bundle will be available to your family members only on the personal joint account(s) or personal accounts held in the names covered by the Plan, up to a total of 20 accounts for you and your family members. Family Bundle is not available with a Practical Plan.
• If you wish to take advantage of any credit services offered under the Plan, you may need to apply for them separately.
• You acknowledge that the services provided within your Plan are for personal use only and that excessive use of these services, as determined in our sole discretion, may result in additional charges or termination of your Plan.
• We may change or end this Agreement, and/or the Plan terms, at any time. You agree to changes made when notice is given in our Canadian branches.
• If there are to be any increases in Plan fees or changes to features that will result in fees being charged for services that may no longer be included in a Plan, a list of changes will be sent to you if you receive a monthly account statement, at least 30 days before of the increase or change. If you do not receive a monthly account statement, we will consider that you have been provided with notice when a list of increases or changes are posted in Canadian branches, online at bmo.com/agreements and at BMO ATMs at least 60 days in advance of the increase.

2) BMO Credit Card Annual Fee Rebate

You are eligible to receive a full BMO Credit Card (defined below) annual fee rebate (the “Rebate”) up to $150.00 per year, when you are:
• the primary cardholder of an eligible BMO Credit Card; and
• the accountholder of a Primary Chequing Account, Interest Chequing Account (for existing customers) or Premium Rate Savings Account (each a “BMO Account”) with the Premium Plan (the “Plan”).

BMO Credit Card products eligible for the Rebate are (each a “BMO Credit Card”)
• BMO AIR MILES World Elite® Mastercard®;
• BMO CashBack World Elite Mastercard;
• BMO World Elite Mastercard.

You are limited to one Rebate per Plan. The Rebate does not apply to any fees for additional cards issued on the BMO Credit Card account. If more than one account holder has an eligible BMO Credit Card, only one Rebate will apply. The following criteria will be used to determine which BMO Credit Card cardholder is eligible for the Rebate:
• The BMO Credit Card with the highest annual fee will be eligible.
• If there is more than one BMO Credit Card with the same annual fee then, the BMO Credit Card with the anniversary date (by month) that is the closest to the date the Plan was added to the BMO Account will qualify for the rebate.
• If more than one BMO Credit Card has the same anniversary date (by month) then, the BMO Credit Card that was opened first will qualify for the rebate.

The Rebate will appear on your BMO Credit Card statement within the first two statements after the annual fee is billed to the BMO Credit Card. If you have an existing BMO Credit Card and open a BMO Account with the Plan or; if you have an existing BMO Account and switch to the Plan, the Rebate will be prorated and applied from the month the Plan fee is charged to the BMO Account. The Rebate will appear within the first two BMO Credit Card statements after the Plan is added to the BMO Account.

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1 The BMO account must be the lead account for the Bank Plan. The lead account is the one you designate to pay any fees required by your Bank Plan, for example, your monthly Plan fees and transaction fees.
If you change your Plan or close your BMO Account and no longer qualify for the Rebate, we will apply the prorated annual fee from the month you no longer qualify for the Rebate. The prorated annual fee will appear on your BMO Credit Card statement within the first two statements after you no longer qualify for the Rebate.

We may change the types of eligible BMO Credit Cards and/or qualifying Plan from time-to-time. If you no longer qualify for the Rebate, we will provide you with notice of the change and apply the prorated annual fee from the month you no longer qualify.

Your BMO Credit Card account must be in good standing at the time the Rebate is applied. Customers with a BMO Credit Card issued through BMO Private Banking or BMO Nesbitt Burns are not eligible.

3) Features and Fees
Please see the “Bank Plan Features and Fees” schedule found at the front of the brochure for more information and current charges. These fees form part of the Everyday Bank Plan Agreement. We may change fees from time to time. Up-to-date information on charges is available at all Canadian branches and online at bmo.com/agreements.

- If you select the Practical Plan, you can have one Canadian or U.S. Dollar Primary Chequing Account, Interest Chequing Account (existing customers), BMO InvestorLine\(^1\) AccountLink account or your BMO Nesbitt Burns Preferred Plus account and one Canadian or U.S. Dollar Premium Rate Savings Account under the Plan. One account must be designated as the Lead Account (defined below).
- If you select a Bank Plan other than the Practical Plan, you can have up to twenty Canadian or U.S. dollar accounts including BMO InvestorLine AccountLink account and/or your BMO Nesbitt Burns Preferred Plus account under one Plan. One account must be designated as the Lead Account (defined below).
- Smart Saver Accounts and Savings Builder Accounts cannot be included as part of a Bank Plan.
- All accounts covered by the Plan are subject to the monthly transaction limit(s) for the selected Plan.
- You authorize us to debit the account that has been designated as the “Lead Account” with the monthly Plan fee as well as for each additional Debit Transaction(s) or Account History Inquiry(ies) (excluding Account History Inquiry(ies) though BMO Mobile, BMO Online Banking and the telephone interactive voice response (IVR) system, which are free of charge and not subject to Plan limits) made on any of your accounts in excess of the various monthly limits within the Plan.
- If you designate a U.S. Dollar Account as the Lead Account, excess item, service and product fees are charged in U.S. dollars.
- The Plan fees are not reduced even if some of the features you have chosen are not available at your branch of account or at some of our other Canadian branches.
- If you designate a Canadian or U.S. Dollar Primary Chequing Account as the Lead Account for your Plan (Excluding Practical Plan and AIR MILES Plan), to qualify for the monthly Plan fee waiver, you must keep the minimum monthly balance required in your Lead Account at all times throughout the calendar month. Your monthly Plan fee will be debited from your Lead Account on the last business day of the month and for each month you qualify for the waiver, the Plan fee will be credited back to your Lead Account the same day.
- If you designate a Canadian or U.S. Dollar Interest Chequing Account that was formerly an Investment Chequing Account, Chequable Savings Account, Daily Interest Savings Account, True Savings Account or Investment Savings Account as the Lead Account for your Plan (Excluding i.connect Plan), to qualify for the monthly Plan fee waiver, you must keep the minimum monthly balance required in your Lead Account at all times throughout the calendar month. Your monthly Plan fee will be debited from your Lead Account on the last business day of the month and for each month you qualify for the waiver, the Plan fee will be credited back to your Lead Account the same day.
- Fees that apply for transactions, services, and products not included in your Plan, are not eligible for the monthly Plan fee waiver.
- Plan fees are non-refundable.
- Plan fees, and fees for products, services, and transactions not included in you Plan are debited to the Lead Account and identified with a descriptive message. Fees are calculated from the first to the last business day of the month however; the fees may be debited up to the second business day of the following calendar month and posted (backdated) to the last business day of the previous month in which you incurred the fees. As a result month end balances obtained through your branch, an ATM, BMO Telephone, or BMO Digital Banking may not reflect Plan and other fees to be collected.

\(^1\) BMO InvestorLine Inc.: Member of the Canadian Investor Protection Fund. Member of the Investment Industry Regulatory Organization of Canada. BMO InvestorLine Inc. is a wholly owned subsidiary of Bank of Montreal Holdings Inc.
4) **Low-Cost/No-Cost Account**

BMO Bank of Montreal features the Practical Plan as our Low-Cost account option offering:

- 12 debit transactions per month (using any channel including in-branch)
- maximum monthly fee of $4 per month
- cheque writing privileges
- no extra charge for deposits, a debit card, pre-authorized payment forms, and a monthly printed or electronic statement
- imaged cheque return or viewing online

**No-Cost account option offerings**

The monthly fee is waived as follows:

- The Practical Plan for:
  - Seniors
  - Beneficiaries of a Registered Disability Savings Plan (RDSP)

- The Plus Plan for:
  - Kids, Teens, Students and Recent Graduates

Visit the Financial Consumer Agency of Canada’s website at fcac.gc.ca to access the Account Selector Tool.

5) **Discounted Banking Programs**

Please see the “How to get Free and Discounted Banking” found at the front of the brochure for more information and current charges. These fees form part of the Everyday Bank Plan Agreement. We may change fees from time to time. Up-to-date information on charges is available at all Canadian branches and online at bmo.com/agreements.

- By applying for a discounted banking program (“Program”), you acknowledge that the Program is to be used for the transactions of the eligible account holder and spouse or partner. Where an eligible account holder has a joint account with a person who is not their spouse or partner and who is otherwise not eligible for the Program, we reserve the right to withdraw or limit the benefits of the Program in respect of the account.
- All Program members must register in a branch by providing proof of age or eligibility and are entitled to one discounted Plan per individual.
- You understand and agree that failure to provide proof of eligibility for the Program or where applicable, to its continuation, may result in the end of the Program discount. The full monthly Plan fee will be applied automatically.
- Plan fees are non-refundable.

**Kids**

- You confirm that you are 12 years of age or under; or
- If you opened the Plan to hold account(s) in trust, you confirm that the beneficiary is 12 years of age or under.
- You understand that as of your 13th birthday (or the 13th birthday of the beneficiary of a Plan with accounts in trust), the benefits under the Program for Kids will end automatically; however, you (or the beneficiary) will qualify for the Teens discounted banking program.

**Teens**

- You confirm that you are between 13 and 18 years of age, or
- If you opened the Plan to hold account(s) in trust, you confirm that the beneficiary is 18 years of age or under.
- You understand that as of your 19th birthday (or the 19th birthday of the beneficiary of a Plan with accounts in trust), eligibility for the Program ends automatically and the full monthly Plan fee will be applied. Fees charged prior to providing proof of eligibility may not be refunded.

**Students**

- You confirm that you are 19 years of age or older
- You must be a full-time student at a post-secondary university, college or registered private vocational school to qualify for the Program benefits.
• Proof of expected program completion date, or annual proof of registration is required. Your eligibility for the Program will end in December of each year, or December of the year in which you are scheduled to graduate (maximum of 4 years). To continue your eligibility for the Program, you must provide proof of expected program completion date, or annual proof of registration by December 24 of the year in which your Program benefits end.
• If a proof is not provided by December 24, the Program benefits will automatically end and the full monthly Plan fee will be applied starting in the following month (January).

Recent Graduates
• You must be a recent graduate of a post-secondary university, college or registered private vocational school to qualify for Program benefits.
• Proof of graduation must be provided by December 24 of the year in which you graduate.
• If a proof is not provided by December 24, the Program benefits will automatically end and the full monthly Plan fee will be applied starting in the following month (January).

Seniors
• You confirm that you are 60 years of age or over; or, if your account is joint, one of the accountholders is 60 years of age or older.
• If we have your date of birth on file and you are in an eligible Plan, you will automatically receive the benefits under the Program within two months after the month during which you turn 60.
• If we cannot confirm your date of birth or you are not in an eligible Plan, the discount will not be applied and the full monthly Plan fee will continue to be charged. Fees charged prior to providing proof of eligibility or switching to an eligible Plan may not be refunded.

Beneficiaries of a Registered Disability Savings Plan (RDSP)
• You confirm that you are the beneficiary of a Registered Disability Savings Plan (RDSP) or;
• If you opened the Plan to hold account(s) in trust, you confirm that the beneficiary of the account is the beneficiary of the RDSP.
• If you are no longer eligible for the disability tax credit, eligibility for the Program ends and the full monthly Plan fee will be applied.

Canadian Defence Community Banking Program
• Canadian Defence Community Banking (CDCB) Program is available exclusively to members (and their children, spouses and common-law partners) of the Canadian Defence Community which includes: Canadian Armed Forces (Regular and Reserve Forces, Retired and Former Members); employees of Department of National Defence (DND) and Non-Public Funds (NPF), including former employees receiving a pension; serving RCMP Members and former RCMP Members receiving a pension and RCMP Civilian employees; employees of Military Family Resource Centres (MFRC), Defence Research and Development Canada (DRDC), Communications Securities Establishment (CSE) and Defence Construction Canada (DCC); and foreign military members directly serving with the Canadian Armed Forces.
• You confirm you are a member or a child, spouse or common-law partner of members of the Canadian Defence Community. For a proof of eligibility, you can provide Canadian Forces ID, a current paystub, a CFOne card, a pension statement, proof of enrolment at the Royal Military College, or any other form of proof of eligibility we may choose to accept from time to time.
• You must have a Primary Chequing Account or Premium Rate Savings Account linked to the Plan.
IV. Overdraft Protection Agreement

In return for the Bank permitting you to overdraw your account(s) under the “Overdraft Protection Standard” or “Overdraft Protection Occasional”, you agree to the following:

1) General Terms and Conditions

- We may debit to your account the amount of any cheque, withdrawal or other item drawn on your account and interest as provided in this Agreement. We may refuse to pay any cheque, withdrawal or any other item if the outstanding debit balance of your account exceeds, or would after payment exceed, your Overdraft Limit on the date the item is presented to us for payment.
- If more than one person has applied for the account, you are responsible individually and together (and in Quebec, solidarily) for your obligations under this Agreement. We are authorized to pay any cheques, withdrawals or other items drawn on your account which overdraw your account or which increase an overdraft in your account in accordance with the Signing Authority for your account.

2) Overdraft Limit

- You may overdraw your account to the maximum amount approved (“Overdraft Limit”).
- We reserve the right to change your Overdraft Limit by giving 10 days written notice to you at your latest address on file with us.
- Even if your Everyday Bank Plan waives the fixed monthly fee and/or any per item overdraft fee for this overdraft facility, an Overdraft per item charge (OPIC) will apply to each item that creates an overdraft or when your overdraft is in excess of your Overdraft Limit.

3) Payment

- You will pay us and we will debit to your account for our overdraft fees, for paying cheques, withdrawals or other items that overdraw your account or increase an overdraft in your account. Refer to the “Additional Services and Fees” listed in this Agreement for applicable fees. Fees may be waived for select Plans. Refer to “Everyday Bank Plan Agreement” section for Plan details.
- You understand that the overdraft protection available under this Agreement is to be used solely to cover overdrafts on your account, and shall not be used as a long term facility. Until demand is made, you will make monthly deposits to your account which shall not remain overdrawn for more than 90 consecutive days.
- You will pay on demand at the branch of your account all amounts which overdraw your account and you will pay both before and after demand interest charges on all amounts which overdraw your account calculated from the date each such amount is debited to your account until the date of payment at a rate and on terms that we may from time to time establish. The current interest rate may be obtained at any of our Canadian branches or by calling 1-877-225-5266. The current terms may be obtained at any of our Canadian branches.

<table>
<thead>
<tr>
<th>Annual Interest Rate</th>
<th>Monthly Interest Charge</th>
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<tbody>
<tr>
<td>15%</td>
<td>$1.25</td>
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<tr>
<td>18%</td>
<td>$1.50</td>
</tr>
<tr>
<td>21%</td>
<td>$1.75</td>
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</tbody>
</table>

- We may charge against any other of your accounts and credit to your account any payment that you are obliged to make to us under this Agreement.
- If you fail to make any payment in accordance with this Agreement, or if you fail to do anything you are required to do under this Agreement, or if you die, have given false information, become subject to or take advantage or any law relating to bankruptcy or insolvency or for the relief of debtors, or upon attachment, execution or levy against you or your property, then we shall have no further obligation to pay any cheques, withdrawals or other items which overdraw
your account or increase an overdraft in your account and at our option any outstanding debit balance in your account shall, without limiting any of our other rights, become immediately due and payable without notice or demand.

- If any guarantor of any of your obligations under this Agreement dies or gives notice to us of termination of its guarantee, then we shall have no further obligation to pay any cheques, withdrawals or other items which overdraw your account or increase an overdraft in your account and at our option, any outstanding debit balance in your account shall, without limiting any other of our rights, become immediately due and payable without notice or demand.

4) Termination of Agreement

- Either we or you may terminate this Agreement by giving written notice to the other, but no termination will relieve you of any obligation you have to us under this Agreement until you have paid to us the outstanding debit balance of your account in full.

- We may change this Agreement at any time. You agree to changes made when notice is given in our Canadian branches or in any other manner which we may determine from time to time.
V. Overdraft Transfer Service Agreement

By applying for the Overdraft Transfer Service, you have chosen:

• the “Account with Protection” to be covered;
• the “First Transfer Account”, and if you wish, a “Second Transfer Account”, from which we will transfer funds to cover the overdraft;
• the “Transfer Multiple” amount; and whether the transfer is to cover the entire overdraft, or is only to bring the overdraft within a pre-authorized overdraft limit.

And you agree to the following terms:

• We will transfer funds to your Account with Protection either to cover the entire overdraft, or to bring the overdraft within a pre-authorized limit. This depends on the option you have chosen in your Application.
• If there are enough funds in the First Transfer Account, we will transfer funds from that account, in the Transfer Multiple amount.
• If there are enough funds in the First Transfer Account to cover the overdraft, but not enough funds to make the transfer in the Transfer Multiple, we will transfer the exact amount needed, rounded to the nearest $1.00.
• If there are not enough funds in the First Transfer Account, we will transfer funds in the same way from the Second Transfer Account.
• If there are not enough funds in either Transfer Account, but there are enough funds in both, we will transfer funds from both. We will transfer all the funds from the First Transfer Account, and the rest of the funds needed from the Second Transfer Account.
• If there are not enough funds in either Transfer Account, items drawn on your account may be returned insufficient funds.
• You will hold us harmless from all damages, losses and expenses associated with or resulting from this Service.
• You authorize us to include all fees as part of the transfer amount from the First Transfer Account and the Second Transfer Account to your overdrawn account, and then debit the overdrawn account for the fee.
• We may end this Agreement without notice if at any time there are not enough funds to transfer from the Transfer Account(s).
• We may change the fees in respect of the Service at any time with notice.
• We may change or end this Agreement in respect of the Service at any time. You agree to changes made when notice is given in our Canadian branches.
VI. Electronic Banking Services Agreement

This Electronic Banking Services Agreement (the “Agreement”) covers your use of all Bank of Montreal Electronic Banking Services as described below.

1) Definitions

“Account” means any one or more of the following that we have, at your request, linked for access with your Card:
(i) a Bank of Montreal personal chequing account;
(ii) a Bank of Montreal personal savings account.

“Aggregation” means an account aggregation service that retrieves, consolidates, organizes and presents information to you about your accounts with us and with other financial institutions that you choose to have included.

“Assisted-Service” means transactions or Account history inquiries completed with the assistance of a staff member in a Canadian branch or through Electronic Banking Services.

“BMO Alert” means a message (including general marketing information as well as messages about one or more of your Accounts which in turn may include your confidential information) that is sent electronically by us to you or by you to us, through one or more of the following channels:
(i) a message that is posted in the Message Centre;
(ii) an email message that is sent to an email account;
(iii) a text message that is sent to a mobile phone number; or
(iv) a push notification that is sent to a mobile device.

“BMO Digital Banking” means the online, mobile, tablet or any other digital self-service channel that we may make available to you.

“Card” means:
(i) your BMO Debit Card or any other card, whether physical or digital, issued by Bank of Montreal, that we permit you to use in connection with Electronic Banking Services;
(ii) stored value cards when used in connection with your Secret ID Code to access your Account; and
(iii) in each case the numbers associated with any such card, unless otherwise specified.

“Debit Transaction” means a transaction that debits an Account conducted by any means of Account access, including cheques, and all withdrawals of funds, bill payments, debit card purchases, transfers of funds including Interac e-Transfer, Western Union Money Transfer and pre-authorized bill payments or debits.

“Electronic Banking Services” means the different ways we allow you to access an Account using your Card or Secret ID Code, including:
(i) Bank of Montreal’s Telephone Banking Services and any other Telephone Banking Service we may make available, which includes instructions given orally or through the use of an interactive voice response system (such as pressing the number buttons on a touch tone telephone);
(ii) BMO Digital Banking ;
(iii) BMO Alerts;
(iv) BMO ATMs, or other ATMs that we approve for use, including devices for loading stored value cards;
(v) point-of-sale or debit card terminals at locations that permit you to use your Card to make direct payment transactions from, to, or in connection with an Account;
(vi) any account and information aggregation or consolidation services we make available;
(vii) any other electronic channels that we may enable you to use by means of your Card or Secret ID Code or otherwise.

“Electronic Transaction” means the following:
(i) transactions with respect to an Account, including deposits, withdrawals, transfers or payments (including bill payments and direct payment and point of sale transactions), cheque stop payment instructions, and other transactions with respect to an Account that we may permit through Electronic Banking Services;
(ii) applications for investments, mortgages, loans and other types of credit; and
(iii) other transactions, services or information that we may make available.
“Message Centre” means a secure online location accessible through BMO Online Banking Services, or any other digital self-service channel that we may make available to you, where you and the Bank may exchange communications.

“PIN” means a personal identification number.

“Secret ID Code” means your PIN, password, challenge questions and responses, biometric information or other identification code (whether provided to you by us or selected by you), which is used, together with your Card or alternate mutually agreed upon form of identification.

2) Use of Electronic Banking Services

- Your use of Electronic Banking Services will show that you have received, understood and agreed to this Agreement. You will use Electronic Banking Services in accordance with our directions in this Agreement, or as otherwise communicated to you from time to time.
- You authorize us to accept without any further verification, and you agree to be responsible for, all instructions for Electronic Transactions via Electronic Banking Services, when accompanied by your Card and/or Secret ID Code.
- Except as shown in Section 12, “Your Liability”, the use of your Card or Secret ID Code by you, or by any person with or without your knowledge or consent, in connection with an Electronic Transaction, binds you legally and makes you responsible as if you had given signed instructions to us.
- We may verify communications, or the source of the communications, before we accept them, but we are not obligated to do so.
- If you use Electronic Banking Services to make bill payments, it is your responsibility to ensure that the billing information (such as biller name and billing account number) you provide to us is accurate and up-to-date at all times and the amount of the bill payment is correct. You consent to us exchanging billing information with your billers to ensure that your billing information is accurate and up-to-date. We have no obligation to seek updates to your billing information from any billers and we are not liable to you for any loss, penalties, fees, interest, costs, damages or claim that may arise as a result of us not having obtained or received your accurate and up-to-date billing information.
- If you use Electronic Banking Services for Interac e-Transfer, you agree that, it is your responsibility as a sender to (a) provide the accurate email address of the recipient; (b) create an effective security question and security response that is known only to you and the recipient, and (c) not to email the response to your recipient or include the response in the Interac e-Transfer message field. As a recipient, you agree to keep the answer to the security question confidential at all times and to use it only as required to receive the Interac e-Transfer.

3) Timing of Electronic Transactions

- We will process Electronic Transactions made on a weekend or holiday on an Account on the day you make the transaction. We may, however, require up to five business days:
  (i) to process any deposit, including any transfer between Accounts; or
  (ii) to act on bill payment instructions.
- We will place a hold in the amount of your transaction for 5 business days when you use your Card to make a purchase online or in-store outside of Canada that is processed through the Mastercard® network. We will remove the hold when the transaction is posted to your Account or after 5 business days, whichever is shorter. Your transaction may take up to 30 days to be processed. You must have sufficient funds in your Account when your transaction is posted to ensure that your account does not go into overdraft.
- We may decline or delay acting on an Electronic Transaction for any reason; for example, if the instructions are incomplete, ambiguous or cannot be carried out due to insufficient funds or otherwise, or if we doubt their authenticity or their lawfulness.

4) Instructions by Fax or Verbally by Telephone

- We may tell you that we are willing to accept faxes (communications transmitted by facsimile) at designated telephone numbers.
- In addition to communications by voice and mail, you authorize us to communicate with you through online notices as well as through the following channels at such numbers or addresses as you provide to us: fax or email.
Faxed instructions are Assisted-Service Debit Transactions, and fees will be assessed accordingly if not covered by your Everyday Bank Plan.

5) **Foreign Currency Transactions**
The exchange rate for converting foreign currency transactions to Canadian dollars is the rate charged to us by Mastercard International on the date the transaction is posted to your account, plus 2.5% for purchases and minus 2.5% for refunds. For foreign currency transactions other than U.S. dollars, the amount is converted first to U.S. dollars and then to Canadian dollars.

6) **BMO Alerts**
- You are responsible for ensuring that the email address or mobile phone number you provide to us for the purpose of receiving BMO Alerts are accurate and up to date at all times.
- If you register for BMO Alerts, and you dispose of your mobile device, you are responsible for notifying us of the change, and deleting the device as a delivery method for BMO Alerts.
- We cannot guarantee the timing of delivery of BMO Alerts due to multiple third party involvement.
- You are responsible for all fees charged by your mobile device service provider including standard messaging and data charges. If you cancel your mobile phone number or change your email address, you are responsible for deleting all BMO Alerts delivered to that mobile phone number or email address.
- BMO Alerts are provided as a convenience to you for information purposes only. You agree that we are not liable to you for any loss or claim that may arise as a result of BMO Alerts sent to you.
- BMO Alerts may not be available for use outside of Canada.

7) **BMO Digital Banking**
- You must be registered for BMO Online Banking Services, and have set up your enhanced sign-in security to use any other BMO Digital Banking Services.
- You are responsible for all fees charged by your mobile device service provider including standard messaging and data charges.
- BMO Digital Banking may not be available for use outside of Canada.

8) **Personal Financial Money Management**
We may provide you with access to personal financial money management tools (each a “Tool”) through BMO Digital Banking. These Tools are provided to you are as a courtesy. Calculations that are provided are for illustration purposes only and are not warranted to be accurate or complete. The results presented in a Tool are based on certain assumptions used in the calculation models and (depending on the Tool) your BMO bank account data and/or the information you enter in that Tool. The information presented by a Tool is intended for our customers only.
The Tool aggregates anonymized data entered into the program, which is compiled without identifying you. The aggregated data is then used to establish benchmarks within the Tool.

9) **Aggregation**
- For us to access your accounts at other financial institutions, you must provide us with your log-in information at those financial institutions, such as your client identification number, user name, access code, password, or authentication challenge questions. It is your responsibility to review your agreements with other financial institutions to determine whether disclosure of your log-in information to other parties that offer account aggregation services is allowed, what the consequences of such disclosure may be and your liability in connection with such disclosure.
- We and our service providers will store your log-in information in encrypted form.
- We will retrieve transactional and balance information, but not any other information, from your other financial institutions. You must access the website or online service of the other financial institutions to view other information such as notices, disclosures or disclaimers.
- You authorize and direct us to do, on your behalf, everything necessary to provide the aggregation service to you and to retrieve, consolidate, organize and present aggregated information to you, which may include visiting the website of your other financial institutions and providing your log-in information as required to access, retrieve and download your information. You confirm that you have the right to give us this authorization and direction.
• You understand and agree that the information that we retrieve for you from other financial institutions is prepared by them and that we are not responsible for the completeness or accuracy of that information. We and our service providers will not be liable to you for any damages resulting from the use of or the inability to use Aggregation or the inaccuracy or incompleteness of data.
• You indemnify us and our service providers against any third party claims arising from your use of Aggregation.
• If you choose to include any foreign currency Accounts in your use of Aggregation, the value of these Accounts will be displayed in Canadian dollars and will be an estimate, for illustration purposes only.

10) Keeping Your Secret ID Codes and Card Number Confidential
• You must keep your Secret ID Code and Card number confidential. They must only be used in connection with services you are certain come from us (or our subsidiaries or authorized service providers), including BMO Digital Banking and Telephone Banking Services, and our account and information aggregation or consolidation services.
• You must not keep any record of a Secret ID Code in close proximity to, or with, any Card at any time. When selecting your own Secret ID Code, do not use number combinations that can easily be guessed by someone else, such as your birth date, address, telephone number or other such information that is easy for other parties to obtain.
• When inputting your Secret ID Code into an ATM, point-of-sale or debit card terminal, telephone or computer, or mobile device, you must take reasonable precautions, such as ensuring that no one is watching you by using your body or hand as a shield to conceal your Secret ID Code from the view of others.
• We encourage you to be cautious of emails, text messages, web sites, online services, callers or other parties pretending to be Bank of Montreal (or a subsidiary) and which:
  ◦ ask for your Secret ID Code, Card number or other personal information; or
  ◦ offer to bring together, summarize, aggregate or consolidate your financial data and other information that is currently available to you online, such as the balances and transactions history on your Accounts, credit cards, or trading and investment accounts. We caution you that there are many web sites offering account consolidation or aggregation services that are not related to us and that giving your Secret ID Code or Card number to these web sites may expose you to losses from an Account or theft of your personal information for which we will not be responsible. Only trust our genuine web site or telephone system and operators.
• Some mobile devices allow you to use biometrics like fingerprints, facial recognition or retina scan, (any type of “Biometric Recognition”) to unlock your device and assign the same recognition feature to applications like BMO Digital Banking. Because Biometric Recognition may be assigned to the device and not to each individual user or application, you should not use Biometric Recognition as your Secret ID Code if you share your mobile device with anyone else.

11) Your Reporting Obligations
You must notify us as soon as you become aware of learning of any of the following:
(i) the loss, theft or misuse of your Card;
(ii) that your Secret ID Code was disclosed to, or obtained by, anyone else or may be known by anyone else;
(iii) that unauthorized use of Electronic Banking Services may be occurring;
(iv) the loss, theft, or misuse of a mobile device that you registered with us for Electronic Banking Services; or
(v) a situation where you have been the victim of fraud, theft, trickery, force or intimidation.

12) Your Liability
(i) Authorized Electronic Transactions
You are responsible for the full amount of all authorized activity resulting from the use of your Account or Secret ID Code by any person. Careless handling of your Card or mobile device that you registered with us for Electronic Banking Services, or Secret ID Code can result in serious financial losses.

(ii) Unauthorized Electronic Transactions
• Under our 100% Electronic Banking Guarantee, you will not be liable for any losses from the unauthorized use of your Account, Card (including contactless or PIN-less payments), or Electronic Banking Services due to circumstances beyond your control. These are situations where you could not have prevented, and did not contribute to, the unauthorized use
of your Account. Such circumstances include any errors we made, technical problems or system malfunctions. You may be liable for all losses from unauthorized use of your Account if you:

○ contributed to its unauthorized use;
○ disclose your Secret ID Code, Card number or other personal information to any other person, including, without limitation, any person pretending to be Bank of Montreal;
○ used a PIN combination selected from your name, telephone number, date of birth, address, or Social Insurance Number;
○ did not use reasonable care to safeguard your Secret ID Code;
○ did not keep your Secret ID Code separate from your Card;
○ did not comply with your reporting obligations in Section 11 of this Agreement unless there were exceptional circumstances for your failure to do so; or
○ shared a mobile device that you registered with us for Electronic Banking Services.

• In those cases, your liability may exceed the funds in an Account, your credit limit or any daily transaction limits. In other words, your liability will not be limited by your Account balance, your credit limit or any daily transaction limits.
• You must cooperate and assist in any investigation that we initiate into the unauthorized use you reported to us. This cooperation may include filing a report with law enforcement authorities.

(iii) BMO Alerts
• You accept the risk that a BMO Alert may be delayed, inaccurate, not delivered or lost, intercepted, reviewed, altered or deleted by a third party.
• You agree that a BMO Alert does not constitute a bank record for an Account. You are responsible for monitoring all Account activity and ensuring you have sufficient funds for any Debit Transaction.

(iv) Compliance With Section 11
You will not be liable for losses that occur after you have complied with your reporting obligations in Section 11 of this Agreement.

13) Limitation of Our Liability
• We will not be responsible or liable for any delay, damage, loss or inconvenience you or any other person may incur or experience if any of the following occur:
  (i) you are unable to access Electronic Banking Services in the event of any malfunction;
  (ii) we do not receive your instructions;
  (iii) there is any delay in the processing of any Electronic Transaction;
  (iv) we decline to act on your instructions;
  (v) your use or reliance on information contained in or omitted from any BMO Alert sent to you; or
  (vi) any BMO Alert is delayed, inaccurate, not delivered, or lost, intercepted, reviewed, altered or deleted by a third party.

• We will not be responsible or liable for the release of any information about you before you notify us in accordance with Section 11 of this Agreement of the theft or loss of your Card or a mobile device that you registered with us for Electronic Banking Services, or if the confidentiality of your Card number or Secret ID Code is compromised.
• We will not be responsible or liable for any loss or damages you may incur in using any software or assistance from third parties that we may make available to you.

14) Contactless Payments
Some Cards may allow you to make contactless or PIN-less transactions in Canada, by tapping your Card where contactless payments, such as Interac Flash® are accepted. Per-transaction and cumulative limits apply. Upon request, this feature can be deactivated.
You may also use a digital wallet on your mobile device to make contactless or PIN-less transactions in Canada with some Cards. Per-transaction and cumulative limits also apply. You can remove this feature by removing the Card from your mobile device. Terms of use governing your use of a digital wallet can be found at bmo.com/digitalwalletterms.

15) BMO Mobile Cheque Deposit
• Eligible Items: You may use this service to take an image of original paper items such as cheques, certified cheques, money orders and bank drafts issued by a Canadian financial institution; provincial, territorial, or federal government; in Canadian dollars, that are payable to you, to deposit those items to your designated Account.
• **Using This Service:** To use this service, you must have, at your own expense, access to the Internet, a compatible smartphone or device, hardware, operating systems and software, and which have not been altered from manufacturer specifications. You must download the version of the BMO Mobile Banking App appropriate for your smartphone or device. We are not responsible for hardware, operating systems and software needed to operate the service. We may make changes to the service without notice to you including discontinuing your access to this service, and these changes may result in your smartphone or device, hardware, operating systems and software no longer being compatible with the service. You agree to use the service only to deposit eligible items, while you are physically located in Canada, and only through cellular or Wi-Fi networks in Canada.

If you are depositing the item to a joint account, you may only use the service if the item is payable to you and/or your joint account holder and the account is not an all to sign deposit account.

You agree to not use the service to deposit any item that is prohibited by this Agreement or in violation of any applicable law or rule, including any item that:

i) is payable to someone else and endorsed over to you;

ii) has already been deposited;

iii) contains an alteration, or which you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the item is drawn;

iv) is postdated or dated more than six months prior to the date of deposit;

v) is subject to a stop payment order;

vi) is from an account that has insufficient funds;

vii) has any restrictive endorsement or any other endorsement that is not in accordance with these terms and conditions.

You agree to take all necessary precautions to prevent any other person from using the service to deposit items to your Account and to comply with these terms and conditions, all applicable rules, laws, and regulations and provide any further documentation which we may reasonably request.

• **Procedures:** For each eligible item, you must provide a legible image of the front and of the back of the original item, and not an image of a photocopy, PDF or other printout. The images must correspond to the original, comply with the Payments Canada Rule A10 or other applicable laws and any standards we establish, and include, at a minimum the:

i) date;

ii) name of the payee and drawee institution;

iii) amount in words and figures;

iv) drawer’s signature and magnetic ink character recognition (MICR) information (which typically appears on the cheque).

You agree you will retain the original item in a secure place for 14 calendar days following the deposit date and promptly send it to us upon request, and destroy the item promptly after the 14 day period and no later than 120 calendar days after the deposit date.

You agree that when you transmit images of an eligible item to us, you are acting as our agent and that you will not delegate this role to anyone else, and each image we accept for the purpose of clearing and settlement of the item under the applicable Payments Canada rules will be treated as an eligible bill under the Bills of Exchange Act. All requirements applicable to the deposit of an original item and the terms of this Agreement and any other agreement regarding your Account, including the Cheque Hold Policy, apply to eligible items deposited with this service and the eligible items will be treated as if the original item had been deposited at a Canadian branch or ATM.

We may also impose limits on the dollar amount of items and/or number of items which can be deposited. If you attempt to make a deposit in excess of these limits, we may reject your deposit.

• **Deposit Date:** If we receive the images on or before 11:59 p.m. Eastern Time (ET) on a business day, we will consider that day to be the deposit date. If we receive the images after 11:59 p.m. ET, on a weekend, or a statutory holiday observed by your branch of account, the next business day will be considered the deposit date.
• **Fees and Charges:** When you use the service, no charges apply to deposit items into a personal deposit account.

• **Rejected and Returned Items:** You agree that we may reject any item deposited using the service at our discretion. For example, an item may be rejected by us if we determine it was not eligible for deposit or may be returned by another financial institution due to poor image quality, insufficient funds, alteration or other reason for which the item may not be processed. We may recover applicable funds from you or reverse the credit made to your Account. Any credit made to your Account will be subject to the final payment of the item and subject to the terms of the Agreement. If the deposit amount does not match the amount of the image, we may adjust your Account to reflect the amount on the image received.

You agree that we are not liable for any damages resulting from a rejected or returned item, the delayed or improper crediting of an item or inaccurate information you provide us regarding an item. You agree to be responsible for any costs relating to obtaining a replacement item in the event we require you to re-transmit images or provide a replacement item. We are not responsible for images that we do not receive.

16) **We May Charge for Services**
We may charge fees for Electronic Banking Services and Electronic Transactions. Please see the fee schedules entitled “Bank Plan Features and Fees”, “How to get Free and Discounted Banking”, “Pay-per-use Fees”, “Additional Services and Fees” and “Bank Accounts and Plans No Longer Offered” found at the front of the Agreement, Bank Plans and Fees for Everyday Banking brochure for more information and current charges. These fees form part of the Electronic Banking and Services Agreement. We may change fees from time to time. Up-to-date information on charges is available at all Canadian branches and online at bmo.com/agreements.

17) **Return of your Card; Non-Transferability**
Your Card is our property; it is non-transferable, and you agree to return it to us immediately upon our request.

18) **We May Set Limits or Change this Agreement**
- We may set or change any limits (including dollar amounts) on the use of your Account at any time.
- We may change or end this Agreement or the service terms, or services at any time. You agree to any changes made when notice is given in our Canadian branches or in any other manner, which we may determine from time to time.

19) **Records and Dispute Resolution**
- Our records will be conclusive evidence of your communications to us and of your Electronic Transactions. We may record your communications with us.
- Any transaction record you receive, or any transaction confirmation number supplied, is meant only to help you with your record keeping. We will be pleased to review our records if you disagree with their accuracy.
- We will not be responsible for the quality of goods or services that you obtained using Electronic Banking Services. You will settle any issues directly with the vendor involved.
- If you have a dispute with a biller concerning bill payments made using Electronic Banking Services, including the imposition of any additional charges such as late fees or interest penalties, you will settle the dispute directly with the biller.

20) **Other Agreements and Laws May Apply**
- This Agreement does not replace any other agreement relating to your Accounts.
- When you install, use or travel with any software from other companies we may make available to you in connection with any Electronic Banking Services, it is solely your responsibility to comply with the provisions of any agreements, licenses and other legal or technical documentation provided by such other companies in connection with the software, and with the legal requirements of any relevant jurisdiction. Unless you are a lawful, licensed user of such software, we may be unable to provide you with the Electronic Banking Services that require such software.
21) **We May Obtain Personal and Credit Information**

- If you apply for a loan, other lending product, or credit (including a credit card) using Electronic Banking Services, you consent to us obtaining, providing or exchanging information with:
  (i) any credit reporting agency;
  (ii) personal information agent;
  (iii) other credit grantor;
  (iv) your employer; or
  (v) any other reference you provide to us.

- such information about you as we may require from time to time, to process your application and provide the loan, other lending product, or credit you requested.

22) **Code of Practice**

We endorse the *Canadian Code of Practice for Consumer Debit Card Services* and commit to maintaining or exceeding the level of consumer protection it establishes. You can view the Code on bmo.com or the Financial Consumer Agency of Canada website at fcac-acfc.gc.ca.
VII. Other Fees

a. Registered Plans
   Term Investments Registered Retirement Savings Plan (RRSP) Account
   • Transfer Out Fee: A fee of $50 (including applicable taxes) may be applied if you transfer it, in whole or in part, to another financial institution.
   • Withdrawal/Redemption Fee: A fee of $25 (including applicable taxes) may be applied if you withdraw it, in whole or in part.

   Tax Free Savings Account (TFSA) Account
   • Transfer Out Fee: A fee of $50 (plus applicable taxes) may be applied if you transfer it, in whole or in part, to another financial institution.

b. Non-BMO Customer Fees

   Cashing a cheque drawn on a BMO Bank of Montreal branch\(^1\)
   • $5.00

   Cashing a Government of Canada Cheque up to $1,500.00\(^2\)
   • No charge

   Buying or selling U.S. currency\(^1\)
   • $2.50

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1 At the discretion of the branch. 2 With valid identification. Refer to the “Identification Requirement for Personal Accounts” listed in this Agreement.
VIII. Glossary of Terms

**Account History Inquiry** means a customer request for a list of recent transactions.

**Assisted-service** means debit transactions or account history inquiries completed with the assistance of a staff member in a branch or through the Customer Contact Centre.

**Bank Plan(s) or Plan(s)** means a group of services packaged together for one fixed monthly fee.

**Bank Plan Fee Waiver(s)** means the elimination of a Bank Plan’s monthly fee by maintaining a specific balance at all times during the month in a Primary Chequing account (which has been designated as the “lead account”). Debit transactions exceeding the monthly transaction limit are NOT covered by the Bank Plan fee waiver.

**BMO Financial Group** means Bank of Montreal and its affiliates that provide deposit, investment, loan, securities, trust, insurance and other products and services.

**Cheques** means any reference to cheque or cheque image return within this document may refer to the original written cheque, a printed image (copy) of the original cheque or an electronic image of the original.

**Customer Activity** means a customer initiated transaction on their account, such as a transfer, deposit or withdrawal. An account is designated as inactive if there is no Customer Activity on the account for a period of 90 days.

**Debit Transaction(s)** means debit transaction(s) on Personal Account(s) conducted by any means of account access, including cheques, and all withdrawals of funds, bill payments, debit card purchases, transfers of funds, and pre-authorized debits.

**Debit Card Purchase** means any purchase made with funds debited directly from your account(s) using your BMO Debit Card in-store and online.

**eStatement** means an electronic PDF version of your banking statement. You can view and save your eStatements through BMO Online and BMO Tablet Banking.

**Digital Banking Services (or BMO Digital Banking)** means services that allow customers to manage their finances through a smartphone or tablet device, through a mobile banking app or through a mobile browser using our mobile banking website m.bmo.com or, any other digital self-service channel that we may make available to you.

**Interac e-Transfer** means an online banking service that allows you to send and receive funds electronically. Funds can be sent to almost anyone with an email address and Canadian bank account via BMO Online Banking. Recipient is alerted by email that funds have been transferred to them and are awaiting deposit. The recipient can then follow the provided instructions to deposit the funds into their selected Canadian bank account.

**Lead Account** means the Personal Account you have designated to have your monthly Plan fees and excess fees are to be debited.

**Mobile Banking Services (or BMO Mobile Banking)** means services that allow customers to manage their finances through a smartphone or tablet device, through a mobile banking app or through a mobile browser using our mobile banking website m.bmo.com.

**Monthly Transaction Limit(s)** means the maximum number of debit transactions and account history inquiries (excluding online account history inquiries) included within an Everyday Bank Plan.

**Online Banking Services (or BMO Online Banking)** means services that allow customers to manage their finances through an online channel accessible through bmo.com.

**Personal Account(s) or Account(s)** refers to any personal chequing account or savings account you may have with BMO Bank of Montreal.

**Plan Fee Waiver(s)** means the elimination of a Plan’s monthly fee by maintaining a specific balance at all times during the month in a Primary Chequing account (which has been designated as the “Lead Account”). Debit transactions exceeding the monthly transaction limit are NOT covered by the Plan fee waiver.
Pre-Authorized Debit means automatic transfers for bill payments/debits from a Personal Account, authorized by you and arranged to take place at a specified time(s).

Self-serve includes: a) debit transactions by cheque, b) debit transaction or account history inquiry using electronic means of account access only, including BMO ATM and other permitted ATMs, debit card purchases, Telephone Banking, BMO Digital Banking (other than those assisted by a customer contact associate), pre-authorized bill payments or debits, and similar electronic channels which we enable you to use.

Tablet Banking Services (or BMO Tablet Banking) means services that allow customers to manage their finances through a tablet device.

Telephone Banking Services (or BMO Telephone Banking) means services that allow customers to manage their finances by telephone.
IX. Complaint Resolution Process

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

1) 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 Bank of Montreal
   Customer Contact Centre
   Call: 1-877 CALL BMO (225-5266)
   Deaf, Deafened and Hearing Impaired Support: BMO supports calls (24/7) from third party relay service providers trained to relay communications through message relays (MRS) or video relays (VRS).
   Visit: bmo.com

2) If your complaint is unresolved after following Step 1, you may escalate to the appropriate business group Senior Officer, listed below:

   BMO Bank of Montreal
   Office of the Senior Vice-President
   (your local branch will have specific contact details)

   or

   Office of the Group Head
   Canadian Personal and Commercial Banking
   BMO Bank of Montreal
   55 Bloor Street West
   Toronto, Ontario M4W 3N5
   Call: 1-800-372-5111
   Fax: 416-927-6658

   BMO Financial Group Privacy Office
   If your complaint is regarding the privacy of your personal information and remains unresolved following Steps 1 and 2, 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 1H3
   If you are still not satisfied, you can contact:

   The Office of the Privacy Commissioner of Canada
   Call: 1-800-282-1376
   Visit: priv.gc.ca

3) If your complaint is unresolved after following Steps 1 and 2, you may escalate to the BMO Ombudsman. The BMO Ombudsman’s mandate is to conduct impartial reviews of unresolved financial services complaints. The BMO Ombudsman will conduct a review of your complaint based on fairness, integrity and respect and make a non-binding recommendation.

   The BMO Ombudsman does not investigate:
   • Credit granting policies or risk management decisions of the Bank
   • Levels of interest rates, service charges or fees that apply to all customers
   • Matters that are already before a court
• Decisions to close accounts
• Business decisions to change product or service offerings
• Transaction or other product or service issues for which BMO records no longer exist

**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
**Visit:** bmo.com

4) Contact the Ombudsman for Banking Services and Investments (OBSI). Following Step 3, you may contact the Ombudsman for Banking Services and Investments for a further review of your complaint. OBSI is an independent service for resolving banking services and investment disputes.

You are encouraged to follow all of BMO Financial Group’s Complaint Resolution steps prior to consulting OBSI. However, if you refer a complaint to us and it is not being dealt with to your satisfaction, you may refer your complaint to OBSI after 90 days of our receipt of your complaint at Step 2.

OBSI is not a regulator, and doesn’t advocate for consumers or the industry. Services are free to consumers.

**Ombudsman for Banking Services and Investments**
401 Bay St., 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

**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 voluntary commitment or code of conduct, you may contact the FCAC at:

**Financial Consumer Agency of Canada**
427 Laurier Avenue West, 6th Floor
Ottawa, Ontario  K1R 1B9

**Call:** (English): 1-866-461-FCAC (3222)  (Français): 1-866-461-ACFC (2232)

For a complete listing of federal consumer protection laws, voluntary commitments and codes of conduct, you may visit the FCAC website at fcac-acfc.gc.ca.

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