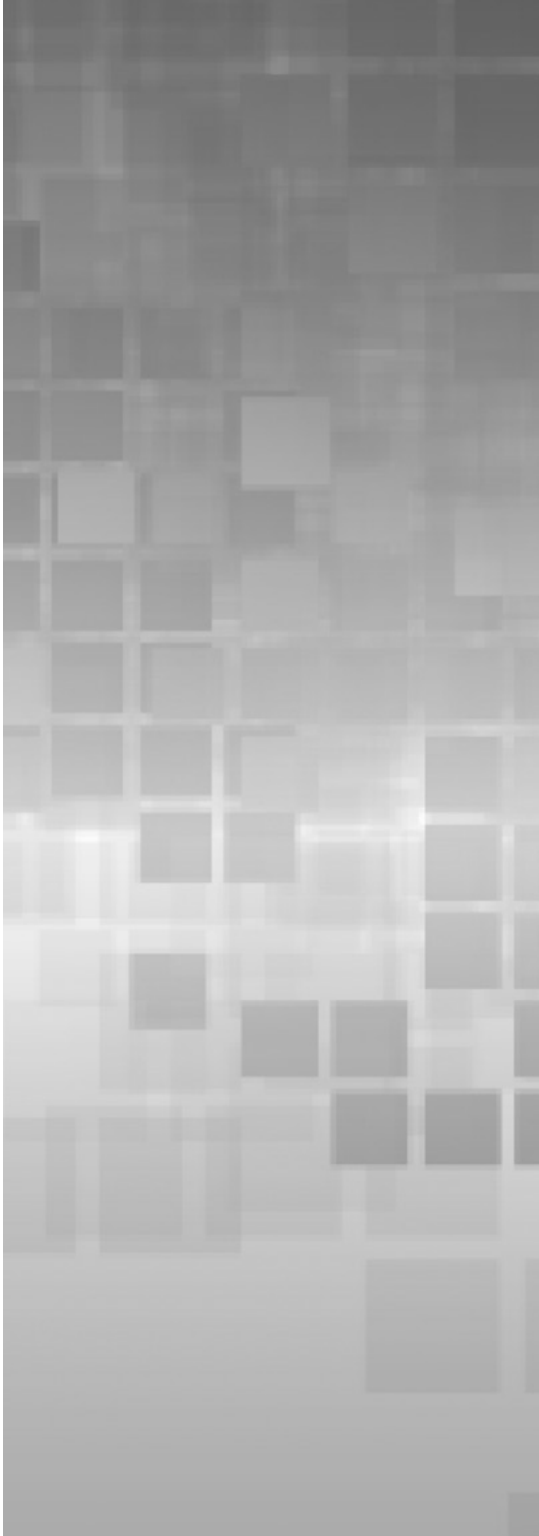
Manulife Bank

Manulife Bank Visa* Platinum Card

Cardholder Agreement
Rewards Terms and Conditions
Certificates of Insurance



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Manulife Bank Cardholder Agreement

1. DEFINITIONS

In this Agreement:

ATM means an automated teller machine.

Agreement means this Manulife Bank Cardholder Agreement and the Summary of Rates and Fees.

Assignee means a person or entity to which we have assigned, sold, pledged or transferred all or part of our credit card business, an interest in your Credit Card Account or any Balance due under this Agreement and/or any of our rights and obligations under this Agreement, including any subsequent assignee or transferee.

Authorized User means a person who has been issued a Card by us under the Credit Card Account at the request of the Primary Cardholder. We reserve the right to limit the number of Authorized Users.

Available Cash means the lesser of (i) your Available Credit; and (ii) your Cash Limit less the aggregate amount of Cash Advances, Balance Transfers and Convenience Cheques outstanding on your Credit Card Account (including the accrued interest on such items) from time to time.

Available Credit means your Credit Limit less your Balance and the aggregate amount of any authorized Transactions.

Balance means the total amount of all Transactions, and all fees, interest and other amounts payable under this Agreement, less any payments or other credits which have been posted to your Credit Card Account.

Balance Transfer means an amount you transfer to your Credit Card Account which either we have agreed is a Balance Transfer or which you have made in response to a balance transfer offer we have made.

Card means a credit card issued by Manulife Bank under your Credit Card Account.

Cardholder means the Primary Cardholder and any Authorized Users.

Cash Advance means any of the following:

- cash advances from your Credit Card Account taken at a financial institution or an ATM;
- Cash-Like Transactions; and
- using Manulife Bank telephone banking, Manulife Bank mobile banking or Manulife Bank online banking to pay bills or transfer funds from your Credit Card Account.

Cash Advance Limit means the limit we may set on Cash Advances available on your Credit Card Account. This amount will be reflected on your monthly statement.

Cash-Like Transactions means Transactions involving the purchase of items directly convertible into cash, including casino gaming chips, money orders, wire transfers, certain lottery tickets and traveler's cheques.

Cash Limit means the limit we may set on Cash Advances, Convenience Cheques, Balance Transfers, or any combination of those three items, including the accrued interest on such items. You will always know your Cash Advance Limit from your monthly statement. Limits on Convenience Cheques or Balance Transfers will be communicated to you when facilitated or supplied, as the case may be.

Convenience Cheque means a cheque we have supplied for use with your Credit Card Account.

Credentials means information stored on your mobile device that is used by a mobile payment service to identify you and your Credit Card Account.

Credit Card Account means the Manulife Bank credit card account which we have opened for the Primary Cardholder.

Credit Limit means the credit limit for your Credit Card Account.

Good Standing means all Cardholders on your Credit Card Account are in compliance with this Agreement, a Minimum Payment is not more than two (2) consecutive monthly statement periods past due, and your Credit Card Account is not closed, charged off, or in credit-revoked status.

Holiday means Saturday, Sunday and any day which is a statutory Canadian federal, provincial or territorial holiday in the province or territory in which the Primary Cardholder resides.

Installment Plan means a plan where you have agreed to make equal payments on an eligible Transaction over a fixed period of time. When you convert the Transaction to an Installment Plan, you will select the annual interest rate and term (in months) from the available options. Additional terms and conditions apply.

Manulife Bank, **we**, **our** or **us** means Manulife Bank of Canada and its subsidiaries.

Minimum Payment means the minimum payment in respect of your Credit Card Account that must be paid by the payment due date.

Overlimit Amount means any amount by which the new Balance exceeds your Credit Limit as of the date of your monthly statement.

PIN means a personal identification number or password which is provided by Manulife Bank or selected by the Cardholder and which authenticates a Cardholder when a Card is used at merchant terminals, ATMs or other devices which require a PIN.

Primary Cardholder means the person who applied for the Credit Card Account and in whose name the Credit Card Account has been opened.

Purchase means any Transaction other than a Cash Advance, Balance Transfer or Convenience Cheque.

Remaining Billed Balance means the portion of your Balance as set out in your most recent monthly statement that remains after your Minimum Payment has been applied.

Summary of Rates and Fees means the disclosure document disclosing Credit Card Account fees, interest rates and other terms which we provide to you when your Credit Card Account is opened and when we send you new or replacement Cards.

Transaction means any use of a Card or Card number to purchase goods or services or make other charges to your Credit Card Account, including purchases made online or using a mobile payment service, as well as Cash Advances, Convenience Cheques and Balance Transfers.

You or **your** means each Cardholder.

2. INTRODUCTION

(a) This Agreement applies to your Credit Card Account, including all Cards associated with your Credit Card Account. This Agreement replaces any prior agreements which governed your Credit Card Account. Signing, using, having a Balance on, selecting a PIN for or activating a Card or accessing or making a payment on your Credit Card Account means that you have received, understood and agreed to this Agreement. For residents of Quebec only: using the card replaces your signature and means that you have received, understood and agreed to this Agreement. The date of the Agreement corresponds to the date the Credit Card Account is first used. The issuance of a credit card by us replaces our signature.

(b) When any Cardholder makes a Transaction using the Credit Card Account, we are loaning the Primary Cardholder the amount of the Transaction and the Primary Cardholder must repay the Balance in accordance with this Agreement. All Cardholders are bound by this Agreement, but only the Primary Cardholder is liable to repay the Balance. The Primary Cardholder is responsible for both his or her own obligations under this Agreement and those of any Authorized Users. For residents of Quebec only: if there is more than one Cardholder, the obligations of all Cardholders are solidary and indivisible and may be claimed in its entirety from their respective heirs, legatees and assignees.

(c) For residents of Quebec only:

"Clause required under the Consumer Protection Act.

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

(1) If the consumer uses all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the open credit merchant collaborated with a view to granting credit, plead against the lender any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider. The consumer may also, in the circumstances described in the first paragraph, exercise against the open credit merchant, or against the merchant's assignee, any right exercisable against the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Québec, is insolvent or is declared bankrupt. The open credit merchant or the merchant's assignee is then responsible for the performance of the obligations of the merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the open credit merchant at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the open credit merchant received if he assigned the debt.

(2) A consumer who is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the

credit extended in advance, and after providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address. Any subsequent payment made by the consumer must be applied to the debts contracted before the notice was sent to the merchant.

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

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

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

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

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

3. OTHER DOCUMENTS AND AGREEMENTS

(a) When you first open your Credit Card Account we send you certain documents relevant to your Credit Card Account, including the Summary of Rates and Fees. The Summary of Rates and Fees forms part of this Agreement.

(b) The Manulife Bank Website Agreement also applies when Manulife Bank online banking or Manulife Bank mobile banking are used in connection with your Credit Card Account. In the event of a conflict between this Agreement and the Manulife Bank Website Agreement, this Agreement will govern to the extent necessary to resolve the conflict.

(c) Separate terms of service for mobile payments also apply when accessing or using mobile payment services.

(d) You can obtain a current copy of any of these agreements or documents (including the Summary of Rates and Fees) at www.manulifebank.ca or by calling Manulife Bank Credit Card Services.

4. YOUR RIGHTS AND RESPONSIBILITIES

(a) Authorized Transactions. You may use your Credit Card Account to make Transactions, as long as we permit you to do so and you comply with this Agreement. Transactions are authorized if you indicate acceptance of the Transaction through any means acceptable to Manulife Bank including:

- signing a Transaction receipt or Cash Advance draft;
- presenting the Card at a merchant terminal which accepts contactless payment cards;
- using a PIN to complete a Transaction; or
- using a Card number to complete the Transaction without presenting the Card (including by mail order, telephone, online or mobile).

(b) PIN Confidentiality. You will keep your PIN(s) absolutely confidential and never disclose your PIN to anyone. If Manulife Bank sends you a PIN on a document, you will immediately destroy the document. You will memorize your PIN rather than keep any written record of it. When you choose a PIN, you agree that you will not use all or any part of any number that can be easily obtained or guessed, such as:

- your or a relative's name, birth date or telephone number; and
- a number on any of your debit cards, accounts, credit cards or identification (ID) cards that you keep with or near your Card.

(c) Safeguarding your Card. You will keep your Card safe. This means that at a minimum you will:

- sign your Card immediately when you receive it;
- always keep your Card in your possession;
- take reasonable steps to protect your Card from loss, theft or misuse;
- activate your Card before using it if required;
- not allow a person whose name is not embossed on a Card to use a Card or your Credit Card Account;
- immediately notify us at the numbers set out in paragraph 25 below if your Card is lost or stolen or your Credit Card Account is compromised; and
- change your PIN immediately and contact us if you know or suspect someone else knows it.

(d) Pre-Authorized Payment Transactions. If you want to set up pre-authorized payment Transactions with a merchant, you must make those arrangements directly with the merchant. You are responsible for giving the merchant the required information, including telling merchants if your Card details change. However, you agree that if you have set up a pre- authorized payment Transaction with a merchant and your Card number or expiry date changes, we may, but are not required to, provide that merchant with your new Card number or expiry date. We are not liable if any pre-authorized payment Transactions cannot be posted to your Credit Card Account. If you want to stop any pre-authorized payment Transaction, you must contact the merchant and then make sure it has been discontinued. For Quebec residents only: If you have entered into a pre-authorized payment agreement with a merchant, you may end that agreement at any time by sending a notice to the merchant. On receipt of the notice, the merchant must cease to collect the pre-authorized payments. If you send us a copy of the notice, we will cease debiting your Credit Card Account to make payments to the merchant.

(e) Monthly Statements. The Primary Cardholder must ensure that a monthly statement has been received each month and review it. If you find an error or irregularity (including possible unauthorized or fraudulent Transactions), you must tell us within thirty days of the last day of the statement period shown on the front of your monthly statement. If you do not, we may regard the monthly statement as final except for incorrect credits.

(f) Minimum Payment. The Primary Cardholder must ensure that we receive at least the Minimum Payment by the payment due date, even if a monthly statement is not received on time or at all for any reason. For residents of Quebec only: the foregoing provision is replaced with the following: the Primary Cardholder must ensure that we receive at least the Minimum Payment by the payment due date indicated on the monthly statement.

(g) Return of Cards. You must return all Cards and Convenience Cheques issued on your Credit Card Account to us if we ask you to do so.

(h) Credentials on Mobile Devices. If you have a mobile payment service enabled on your mobile device, you must ensure that your Credentials are deleted from your mobile device or SIM card:

- before you sell, give away or dispose of your mobile device or SIM card; or
- immediately if your mobile device or SIM card is lost or stolen using the mobile payment service website; and
- call us at the number listed in paragraph 25 for lost and stolen cards.

(i) Prohibited Use of Card. Manulife Bank may block transactions without telling you in advance if we suspect any illegal, improper or unlawful purpose. This includes any number of transactions, as solely determined by Manulife Bank, including but not limited to transactions connected to Internet gambling or any such similar transaction. In addition, you must not use your Credit Card Account:

- after the expiry date embossed on the Card; or
- to pay any amount that you owe to Manulife Bank or a Manulife Bank affiliate, other than a premium in respect of insurance.

(j) Distance Contracts. For Quebec residents only: If a merchant with whom you have concluded a distance contract is obliged to make a refund under section 54.13 of the Consumer Protection Act (chapter P-40.1) and you have paid using your Card, you may, within 60 days following the merchant's failure to refund sums paid by you, request that we chargeback amounts payable under that distance contract and any accessory contract, and cancel all charges made to your Credit Card Account in relation to those contracts. A chargeback request must be in writing and contain the following information: (i) your name; (ii) your Card number and expiration date; (iii) the merchant's name; (iv) the date the distance contract was entered into; (v) the amount charged to the Credit Card Account and the sums to be refunded by the merchant; (vi) a description of the goods or services that are the object of the contract and for which chargeback is requested; (vii) the reason for cancelling the contract; and (viii) the date of cancellation and the means used to send the cancellation notice to the merchant. We will acknowledge receipt of your chargeback request within 30 days, and if we conclude that a chargeback is permissible, make the chargeback and cancel all charges in connection with the distance contract within 90 days or two monthly statement periods following receipt of the request, whichever comes first.

5. LIABILITY FOR LOSS

(a) The Primary Cardholder is responsible for all Transactions and any resulting interest, fees and losses incurred that:

- are authorized by a Cardholder;
- occur after a Cardholder fails to comply with the "PIN Confidentiality" obligations in paragraphs 4(b) above until we receive written or verbal notice from a Cardholder that the Card was lost or stolen (including Transactions which occur using a PIN after a Card is lost or stolen);
- occur through a mobile payment service after a Cardholder fails to comply with the "Credentials on Mobile Devices" obligations in paragraph 4(h) above until we receive written or verbal notice from a Cardholder that the mobile device or SIM was lost or stolen; or
- are made by a person other than a Cardholder, if a Cardholder allows the person to use a Card or the Credit Card Account, even if the person was a minor or did not comply with any limitations the Cardholder placed on his or her use.

- For residents of Quebec only: The Primary Cardholder is not liable for debts resulting from the use of the Card by a third person after we receive notice - written, verbal or by any other means – from a Cardholder of the loss, theft or fraudulent use of the Card or of any other use of the Card not authorized by the Primary Cardholder. Even if no notice was given, consumer liability for the unauthorized use of the Card is limited to $50. However, you will be liable for all losses incurred by us if we prove that you committed a gross fault in the protection of your account information.

(b) A Transaction will be considered unauthorized only if: the Card or Credit Card Account has been used by a person other than a Cardholder and without actual or implied consent; no Cardholder receives any benefit from the Transaction; and all Cardholders have fulfilled their obligations under this Agreement. For greater clarity:

(i) The Primary Cardholder is not liable if a Card is lost or stolen and unauthorized Transactions are made without a PIN or if the Credit Card Account is accessed without a PIN and without authorization by any Cardholder.

(ii) For residents outside Quebec: If a Cardholder fails to safeguard the Card, Credit Card Account information, PIN, Credentials, or any other personal authentication information created or adopted in relation to the Card or Credit Card Account as required in this Agreement, the Manulife Bank Website Agreement or terms of service for mobile payments, the Primary Cardholder will be liable up to a maximum of $50.00 for the unauthorized Transaction unless the Cardholder is grossly negligent in safeguarding such information.

(iii) For residents of Quebec: If a Cardholder fails to safeguard the Card, Credit Card Account information, PIN, Credentials, or any other personal authentication information created or adopted in relation to the Card or Credit Card Account as required in this Agreement, the Manulife Bank Website Agreement or the terms of service for mobile payments, the Primary Cardholder will be liable up to a maximum of $50.00 for the unauthorized Transaction unless the Cardholder is at gross fault in safeguarding such information.

(iv) If we receive notice from a Cardholder that the Card, Credit Card Account information, PIN, Credentials, or any other personal authentication information created or adopted in relation to the Card or Credit Card Account, has been lost, stolen or is at risk of being used for an unauthorized Transaction, the Primary Cardholder will not be liable for any unauthorized Transactions following receipt of such notice.

For the purposes of this section 5(b), "personal authentication information" means any password or information, that you create or adopt that is used to authenticate your identity in relation to your Card or Credit Card Account.

(c) Subject to the applicable stipulation as mentioned in subsection 5(a) - "for residents of Quebec only" and subsection 5(b)(ii) and (b)(iii), if you use Manulife Bank online banking but do not comply with the Manulife Website Agreement, you may be liable for all losses and liabilities that result.

(d) You must co-operate fully in any investigation by Manulife Bank and/or the authorities. You may be required to sign or provide additional forms before we can confirm that a Transaction is unauthorized. If we later determine that you authorized a Transaction, we may reverse any provisional credit provided to you and you will be liable for the Transaction and any interest, fees or losses. We may take whatever steps we consider necessary to recover your lost or stolen Cards, including reporting the Cards to the appropriate authorities to facilitate their recovery.

(e) Paper or electronic evidence is sufficient to establish liability for a Transaction.

6. FOREIGN CURRENCY TRANSACTIONS

(a) We will convert Transactions or credits for returns in a foreign currency to Canadian dollars at the rate of exchange charged to Manulife Bank plus the conversion fee set out in the Summary of Rates and Fees. We will convert a Convenience Cheque or a payment on your Credit Card Account in a foreign currency at our selling rate for Canadian dollars in effect at the time we process the Convenience Cheque or payment.

(b) This paragraph 6 applies to both credits and debits to your Credit Card Account. Currency conversion may not happen on the day of the Transaction. For credit Transactions made in respect of a prior related Purchase, the Canadian dollar amount credited to your Credit Card Account may be less than the Canadian dollar amount that was originally debited.

(c) If you are outside Canada and choose an ATM or merchant terminal to pay for a Transaction in Canadian dollars at a specified exchange rate when prompted, that Transaction will be processed by Manulife Bank following the instructions received and the currency conversion rate may be different than set out above.

7. CREDIT AND CASH LIMITS

(a) Credit Limit and Available Credit. The Summary of Rates and Fees will indicate your initial Credit Limit. Your monthly statement will indicate your current Credit Limit as well as your Available Credit as of the date of the monthly statement. You can also obtain information about your Credit Limit through Manulife Bank online banking. Your Credit Limit is shared among all Cards on your Credit Card Account. Once a Transaction is authorized, your Available Credit will decrease by the amount authorized, whether or not you receive the goods or services at that time. We may decrease your Credit Limit at any time without prior notice.

(b) Overlimit Events. We may in our discretion permit you to exceed your Credit Limit by authorizing Transactions, but we are not required to do so even if we have done so in the past. Overlimit fees that apply when this occurs are set out in the Summary of Rates and Fees. The Primary Cardholder is responsible for the entire Balance, whether or not it exceeds the Credit Limit. If you have exceeded your Credit Limit, you may wish to make a payment before your payment due date because we may decide not to authorize any further Transactions after your Credit Limit is exceeded. For residents of Quebec only: the foregoing provision is replaced with the following: you will not be permitted to exceed your Credit Limit by conducting Transactions, except that by entering into this Agreement, you expressly request that we permit you to exceed your Credit Limit solely in the event of pre-authorized payments, returned payments, interest charges or fees owed. If such an event occurs and we agree in our discretion to permit you to exceed your Credit Limit, we will not charge you Overlimit fees.

(c) Cash Limit and Available Cash. We may set a Cash Limit on your Credit Card Account which is less than your Credit Limit. Your monthly statement will indicate your Cash Limit and Available Cash as of the date of the monthly statement. The Cash Limit amount is not additional credit beyond your Credit Limit. If a Cash Advance, Convenience Cheque or Balance Transfer would result in your Cash Limit being exceeded, that Transaction may be declined. Partial Transactions will not be processed. Your Cash Limit may be changed by Manulife Bank at any time without prior notice.

8. MONTHLY STATEMENTS

(a) We are not required to send you a monthly statement in any month where you have not made any Transactions or payments and either (i) your outstanding Balance is zero; or (ii) you have been notified that your Credit Card Account has been suspended or cancelled because your Credit Card Account is not in Good Standing and we have demanded full repayment of your Balance. If, during any three (3) - month period your outstanding Balance is less than $10, you have not undertaken any Transactions or made any payments, and no interest or fees have been charged, we may send you a statement at the end of the three-month period either covering that period or only the last month of that period.

For residents of Quebec only: we will send you a monthly statement if you have an outstanding Balance on your account.

(b) We may remove any credits which have been posted in error to your Credit Card Account at any time.

(c) Statements may not be sent on the same date in each month and the payment due date may not always be the same.

(d) If we did not receive full payment of your Balance on your last monthly statement, your payment due date on the current monthly statement may be extended by Manulife Bank to give you extra time to make your payment, but interest will continue to accrue during this period. If this occurs, your payment due date will change back to your regular payment due date when we receive your full Balance.

9. PAYMENTS

(a) Minimum Payment. Your monthly statement will show your current month's Minimum Payment, which is calculated as described in the Summary of Rates and Fees. We must receive at least the Minimum Payment on or before the payment due date. If we advise you that there is an amount past due or any amount by which the new balance exceeds your credit limit, this portion of the Minimum Payment is due immediately. Subject to applicable provincial laws, we may offer you the option of not making a Minimum Payment in certain months. If you accept this offer, any regular interest charges will continue to accrue during these months. Failure to make required payments will mean your Credit Card Account is not in Good Standing.

A credit to your Credit Card Account which is not a payment does not relieve you of the obligation to make a payment if there is any remaining Balance on your Credit Card Account.

(b) How to Make Payments. You may make a payment through Manulife Bank telephone banking, Manulife Bank mobile banking or Manulife Bank online banking, or at certain other financial institutions which accept payments for Manulife Bank Credit Card Accounts. It will not diminish our rights if we accept late, partial or other payments not made in accordance with this Agreement.

(c) Timing of Payments. Payments are not credited to your Credit Card Account until we have received them. You must choose a payment method which results in your payment being received by us on time.

If we receive a payment after what we consider to be our normal business hours, that payment will be treated as having been received by us on the next business day. If your payment due date falls on a Holiday, we must receive your payment on the first day following the payment due date which is not a Holiday. Your Available Credit and your Available Cash may not be adjusted to reflect your payment until a few days after your payment is received. In certain cases, a payment which is received by us by the payment due date may not be reflected on your next monthly statement, but it will be updated on the following monthly statement.

10. APPLICATION OF PAYMENTS

(a) Any payments we receive towards your Credit Card Account are first applied towards your Minimum Payment in the following order:

1. interest which has appeared on a monthly statement;
2. fees which have appeared on a monthly statement;

3. Installment Payments due;
4. Transactions which have appeared on a monthly statement;
5. fees which have not appeared on a monthly statement; and
6. Transactions which have not appeared on a monthly statement.

Your payment will be applied to all items within each of the categories (1) to (6) above in order of interest rate, beginning with the lowest interest rate item(s) within a category and continuing to the highest interest rate item(s) within the category.

If we receive more than your Minimum Payment, the excess amount will be applied to your Remaining Billed Balance by:

1. First, dividing your Remaining Billed Balance into different segments with all items with the same interest rate placed in the same segment (for example, all items at your regular interest rate for Purchases would be placed in one segment, all Convenience Cheques at the same interest rate would be placed in a different segment, etc.).
2. Second, allocating your payment to the various segments in the proportion that each segment represents of the Remaining Billed Balance (for example, if Balance Transfers and Cash Advances at the same interest rate represent 80% of your Remaining Billed Balance, 80% of any amount we receive in excess of your Minimum Payment would be allocated to this segment).

If we have received a payment in excess of your Remaining Billed Balance, the excess will be applied to Transactions which have not yet appeared on a monthly statement using the same process described in this paragraph for the Remaining Billed Balance. Credit balances are applied to unbilled items in the order they are posted to your Credit Card Account.

Balance Transfers

If you accept a lower interest rate promotional Balance Transfer offer or other special offer, your payments will be applied in accordance with the application of payments stated above unless otherwise specified with the additional terms and conditions set out in the offer. Refer to "Special Offers" for more details.

(b) For residents of Quebec only:

Any payments we receive towards your Credit Card Account are first applied towards your Minimum Payment in the following order:

1. interest which has appeared on a monthly statement;
2. fees which have appeared on a monthly statement;
3. Installment Payments due;
4. Transactions which have appeared on a monthly statement;
5. fees which have not appeared on a monthly statement; and
6. Transactions which have not appeared on a monthly statement.

Your payment will be applied to all items within each of the categories (1) to (6) above in order of interest rate, beginning with the **highest** interest rate item(s) within a category and continuing to the **lowest** interest rate item(s) within the category.

If we receive more than your Minimum Payment, the excess amount will be applied to your Remaining Billed Balance in order of interest rate, beginning with the **highest** interest rate item(s) within a category and continuing to the **lowest** interest rate.

If we have received a payment in excess of your Remaining Billed Balance, the excess will be applied to Transactions which have not yet appeared on a monthly statement using the same process described in this paragraph for the Remaining Billed Balance. Credit balances are applied to unbilled items in the order they are posted to your Credit Card Account.

Balance Transfers

If you accept a lower interest rate promotional Balance Transfer offer or other special offer, your payments will be applied in accordance with the application of payments stated above.

11. INTEREST

(a) Interest Rates. Interest is initially charged at the rate set out in the Summary of Rates and Fees. Your current annual and daily interest rates are set out on your monthly statement. We may charge different interest rates on different portions of your Balance.

(b) Interest on Cash Advances, Balance Transfers and Convenience Cheques. Interest is always charged on Cash Advances, Balance Transfers and Convenience Cheques. Interest is charged on Cash Advances beginning on the day they are taken. For Balance Transfers and Convenience Cheques, interest is charged beginning on the day those Transactions are posted to your Credit Card Account. We stop charging interest on Cash Advances, Balance Transfers and Convenience Cheques on the day we receive a payment which covers the amount of the Transaction, as described in paragraph 10.

(c) Interest on Purchases. You will receive a minimum 21-day interest-free grace period and will not be charged interest on Purchases appearing on a monthly statement for the first time if we receive payment for the full Balance shown on that monthly statement by the payment due date. If we do not receive payment for the full Balance shown on the monthly statement by the payment due date, then interest will be charged on these Purchases. That interest will be shown on your next monthly statement and will be calculated retroactively from the Transaction Date on these Purchases. We will continue to charge interest on these

Purchases until we receive full payment which covers all Purchases by the payment due date, as described in paragraph 10, Application of Payments. Interest related to your previous Purchases may appear on the first subsequent statement after we receive your payment. This is the interest that accrued on those Purchases between the date of your last monthly statement and the date we received the payment.

(d) Interest on Installment Plans. If you choose to convert a Purchase into an Installment Plan, interest will be charged on that Installment Plan at the interest rate you agreed to in the relevant terms and conditions.

(e) Fees. Fees are treated like Purchases for the purposes of charging interest.

(f) How Interest is Calculated. Interest is calculated by multiplying the total interest-bearing portions of your Balance at the end of each day by the daily interest rate applicable to each portion. The daily interest rate is the annual interest rate divided by the number of days in the year. Interest is calculated daily and added to your Balance monthly. If you have balances on your Account at different annual interest rates (such as Purchases, Cash Advances, Balance Transfers or Installment Plans), we will calculate interest using the average daily balance and daily interest rate for each balance. Interest is added to your Account at the end of each statement period. We do not charge interest on interest.

(g) Credit Balances. No interest is paid on credit balances. Credit balances are not deposits and are therefore not insured under the Canada Deposit Insurance Corporation Act.

(h) Additional Information. The period between the statement date and due date for payment is at least 21 days. The billing period covered by each statement can be from 20-33 days. Examples of borrowing costs (rounded to the nearest cent) assuming that all charges are purchases bearing interest at the example rate of 21.99% for Purchases, fees and other charges or 22.99% for Cash Advances for a 30-day month and no other fees, additional payments or other charges are shown in the table below:

		Average Daily Balance			
		$100	**$500**	**$1,000**	**$2,000**
Annual Percentage Rate	**21.99%**	$1.81	$9.04	$18.07	$36.15
	22.99%	$1.89	$9.45	$18.90	$37.79

12. FEES

The Primary Cardholder agrees to pay the fees which apply to the Credit Card Account from time to time. Fees are not refundable. Charges or fees for optional features provided by third parties (or fees not described in the Summary of Rates and Fees) are not charged by Manulife Bank and are treated as Purchases. Notification concerning changes in charges or fees for optional features is subject to the terms and conditions for the optional features.

13. SPECIAL OFFERS AND INSTALLMENT PLANS

From time to time, we may make special offers to you. Special offers may include allowing you to convert an eligible Purchase to an Installment Plan pursuant to the applicable terms and conditions available at www.manulifebank.ca/creditcards. A special offer may be for a limited period of time and contain additional terms and conditions. These additional terms and conditions may temporarily override the terms and conditions in this Agreement. If you take any action which indicates that you are accepting a special offer, you will be bound by the special offer terms and conditions. Once the special offer ends, all the terms of this Agreement will once again apply.

14. CASH-LIKE TRANSACTIONS

Cash-Like Transactions are treated as Cash Advances and are identified automatically for us by the merchant in accordance with the credit card network rules. Questions about whether any particular Transaction will be a Cash-Like Transaction should be directed to the merchant.

15. SPECIAL CARD FEATURES AND REWARDS PROGRAMS

(a) We may make special services or benefits available to you including insurance coverage, rewards programs such as a money-back rewards program, and memberships. Some of these services and benefits are features of the Card and are described in the welcome kit that accompanies your new Card. Others must be enrolled in or purchased separately by you. Card services and benefits are subject to additional terms and conditions which may change from time to time and may be cancelled in accordance with the additional terms and conditions applicable to those Card services or benefits. Certain Card services and benefits may be supplied by third parties; we are not liable for any services or benefits not directly supplied by us. You must deal directly with the relevant third party regarding any dispute. For Quebec residents only: You have a right of resiliation for optional features. We may cancel Card services and benefits upon 60 days' prior written notice.

(b) If your Card has a reward program, rewards may not be awarded if your Credit Card Account is not open or not in Good Standing.

(c) Once we implement a switch from one Card type to another (whether initiated by you or by us), you will cease to earn rewards (if any) associated with your current Card and will begin to earn the rewards (if any) associated with the new Card, which will be subject to the terms and conditions of the new rewards program. Any returns processed after the date of the switch will reduce your rewards in the new rewards program.

16. MERCHANT REFUNDS AND DISPUTES WITH MERCHANTS

(a) If a merchant agrees to give you a refund or other credit for a Transaction, we will only credit your Credit Card Account when we receive the merchant's credit voucher. If interest was charged in connection with the Transaction, we will not refund the interest. Debits and credits for Transactions may not appear on your Credit Card Account on or effective the same day as the Transaction.

(b) If you have a dispute with a merchant about a Transaction, you must attempt to settle it directly with the merchant before contacting us. Although you may contact us to discuss a dispute, we are not obliged to take any action on the dispute unless we are required to do so by law. You must pay for the Transaction in question as shown on the monthly statement; otherwise, you will be charged interest for failing to pay off your full Balance as set out in this Agreement. You may not stop payment on any Transaction. For residents of Quebec only: the foregoing is subject to the specific provisions applicable to residents of Quebec set out in subsections 4(d) and 4(j) above.

(c) We are not liable if we are unable or unwilling to assist you with a merchant dispute for any reason. You agree that in cases where we do attempt to assist you with a merchant dispute, we are subject to credit card network rules which place time limits and other restrictions on Transaction disputes. We are unable to assist you with merchant disputes in respect of a Convenience Cheque. In certain situations, you may be required to sign additional documentation and take additional steps before we can attempt to dispute a Transaction on your behalf. If we choose to provisionally credit your Credit Card Account in respect of a Transaction, we may reverse the credit if we later determine that the credit should not have been made. If a Transaction is reversed, you assign us all rights and claims with respect to the Transaction.

17. CONTACTLESS AND MOBILE PAYMENTS

This Agreement applies to all types of Transactions on your Card, including contactless Transactions and Transactions using a mobile payment service. Manulife Bank and/or participating merchants may, in their discretion, establish a maximum dollar limit from time to time for a single contactless or mobile payment Transaction. As a result, you may need to use your physical Card with your PIN to complete a Transaction if you exceed these limits, even if your Credit Card Account is in Good Standing.

18. CREDIT CARD ACCOUNTS NOT IN GOOD STANDING

(a) If your Credit Card Account is not in Good Standing, it may impact the interest rate, Credit Limit or Cash Limit on your Credit Card Account or result in your losing the benefit of any lower interest rate promotional offers you are participating in.

(b) If your Credit Card Account is not in Good Standing or if this Agreement or your Credit Card Account has been terminated or suspended, we will suspend or cancel your ability to use the Card or access your Credit Card Account and we may take any or all of the following steps without notifying you:

- refuse to honour any Convenience Cheque or Balance Transfer (whether made before or after termination);
- require that the total Balance be paid immediately;
- take appropriate action to collect your Balance, including (i) debiting any deposit account you have with Manulife Bank or an affiliate, or (ii) redeeming all or any portion of any fixed term deposit you have with Manulife Bank or an affiliate whether matured or not and applying the funds against your Balance; or (iii) For residents of Quebec only: redeeming all or any portion of any matured fixed term deposit you have with Manulife Bank or an affiliate and applying the funds against your Balance;
- require that you return or destroy all Cards and unused Convenience Cheques;
- take possession of all Cards and unused Convenience Cheques; and
- pursue any other remedies available at law.

(c) You will pay all our legal fees and expenses incurred (to the fullest extent permitted by law) to recover your Balance and take possession of your Cards. For residents of Quebec only: the foregoing provision does not apply.

(d) If your Credit Card Account has a credit balance and you are not in Good Standing with respect to any other indebtedness you have with Manulife Bank or an affiliate, we may use that credit balance to offset that other indebtedness.

(e) The following stipulation applies for residents of Quebec only in the event we require that the total Balance be paid immediately.

"Clause required under the Consumer Protection Act.

(Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and unless he is exempted in accordance with section 69 of the General Regulation, he must forward him a statement of account.

Within 30 days following the receipt by the consumer of the notice and, where necessary, of the statement of account, the consumer may:

(i) either remedy the fact that he is in default;

(ii) or present an application to the court to have the terms and conditions of payment prescribed in this contract changed. It is in the consumer's interest to refer to sections 104 to 110 of the Consumer Protection Act (chapter P-40.1) as well as to section 69 of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur."

19. CHANGES

(a) If you request a switch from your current Card to another type of Manulife Bank card, we may implement the change as soon as we receive it. We may issue Cards to renew your current Card or replace it with a different type of card if your current type of Card is discontinued or for other reasons unless you advise us that you do not want us to do so. Replacement Cards may have different features, benefits or loyalty programs. All cards remain the property of Manulife Bank. For residents of Quebec only: If you have not requested a switch and we replace your current Card with a different type of Card, we will provide you with written notice of a proposed change at least 30 days before the change is stated to come into effect in the notice. In that case, should the new Card entail an increase in your obligations or a decrease in our obligations, you may refuse the change by terminating this Agreement, in accordance with section 20 of this Agreement, without any cost or penalty or cancellation indemnity by notifying us within 30 days of the effective date of the Card replacement. If your new Card has different loyalty programs than your current Card, we will advise you of any changes in accordance with your Rewards Terms and Conditions.

(b) We may permanently or temporarily change any of the terms of this Agreement, any interest rate(s) and fee(s), any Card features (including loyalty programs) and/or any other items mentioned in the Summary of Rates and Fees at any time without prior notice unless advance notice is required by law. Manulife Bank may notify you of such changes by sending a notice (written or electronic) to the Primary Cardholder or by posting a notice on www.manulifebank.ca. We will send any written notice to the most recent statement mailing address for the Primary Cardholder provided to Manulife Bank. Written notice may be enclosed with or on your monthly statement or sent separately. A change may apply to both the existing Balance and to any part of your Balance incurred or any activities taking place after the change is made. If you sign, use, select a PIN for or activate a Card, access your Credit Card Account in any way or make a payment on your Credit Card Account after the change is made, it will mean you have accepted the change. For residents of Quebec only: we will provide you with written notice of a proposed change at least 30 days before the change is stated to come into effect in the notice. This notice will contain the new provisions only, or the old and new provisions, and the effective date of the modifications. Should the amendment entail an increase in your obligations or a decrease in our obligations, you may refuse the change by terminating this Agreement without any cost or penalty or cancellation indemnity by notifying us within 30 days of the effective date of the change. Notwithstanding the foregoing, we may increase the credit rate, including the interest rate, as well as the annual fees, and replacement fees for a lost or stolen Card upon 30 days' prior notice.

(c) You will promptly advise us of any changes to the Primary Cardholder's address or any Cardholder names.

20. TERMINATION OF THIS AGREEMENT

(a) The Primary Cardholder may terminate this Agreement at any time by calling or writing Manulife Bank. All Cards on the Credit Card Account will be cancelled upon our receipt of a termination request, but the termination of this Agreement will take effect only when we have received the full Balance.

(b) We may terminate or suspend this Agreement, your Credit Card Account or any Cards at any time without notifying you in advance if your Credit Card Account is not in Good Standing or for any other reason. For residents of Quebec, the foregoing provision is replaced with the following: We may terminate or suspend this Agreement, your Credit Card Account or any Cards at any time, without notifying you in advance, if your Credit Card Account is not in Good Standing, if we suspect there is fraud on your Credit Card Account or for any other reason. Even if your Credit Card Account is in Good Standing and we do not suspect there is fraud on your account, we may terminate this Agreement, your Credit Card Account or any Cards upon 60 days' prior written notice.

(c) If this Agreement or access to your Credit Card Account is terminated or suspended, the Primary Cardholder will continue to be liable for the Balance as of the date of termination or suspension as well as for any Transactions made or authorized on or before the date of termination or suspension but which are posted to your Credit Card Account after that date, and fees, interest and other increases to the Balance which are posted to your Credit Card Account after the date of termination or suspension.

21. MISCELLANEOUS

(a) Credit Card Account Transfer. In the event of the death of the Primary Cardholder, the Credit Card Account may be transferred to an Authorized User who is the Primary Cardholder's spouse or common-law or civil union partner, provided our eligibility requirements are met. Your Credit Card Account and Cards are not otherwise transferable.

(b) Manulife Bank's Liability.

(A) If you cannot access your Credit Card Account, your Card is not honoured or a Convenience Cheque or Balance Transfer is not accepted, we are not liable, regardless of whether the reason was within our control or not. You understand and agree that, except as otherwise provided in this Agreement, and in addition to those limitations on Manulife Bank's liability set out elsewhere in this Agreement, we are liable to you only for direct damages resulting from our gross negligence, fraud or willful misconduct arising directly from our performance of our obligations under this Agreement; we will not be liable to you for any other direct damages. In addition, we will not under any circumstances be liable to you for any other damages, including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the services provided to you, even if we were advised of the possibility of damages or were negligent. These limitations apply to any act or omission of Manulife Bank, its affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law. Gross negligence in this paragraph means conduct (whether through action or inaction, or through words or silence) which is (i) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in the position of Manulife Bank, or (ii) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.

(B) For residents of Quebec only: the foregoing provision is replaced with the following: except towards residents of Quebec for damages resulting from Manulife Bank's own act, Manulife Bank will not be liable to you or to any third party for any damages (including loss of profit or revenue, financial loss, loss of business opportunities) resulting directly or indirectly out of this Agreement or the services provided to you.

(c) Residence. We will determine the Primary Cardholder's place of residence for all purposes based on the home address we have on file at that time.

(d) Governing Law. This Agreement will be governed by and interpreted in accordance with Canadian law and the laws of the province or territory in which you reside (or of Ontario, if you reside outside Canada). You agree to submit to and be bound by these laws and the courts of that province or territory in the event of any disputes arising in connection with your Cards, Credit Card Account and/or this Agreement.

(e) Interpretation. When used in this Agreement, the term "including" means "including, but not limited to." The headings in this Agreement are for convenience only and do not affect the interpretation of the rest of the Agreement. When we refer to this Agreement or other agreements or documents, we are referring to this Agreement and those other agreements or documents as they may be amended, replaced or supplemented from time to time.

(f) Severability and Waiver. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect. Our failure to exercise or delay in exercising any rights does not waive any default or prevent us from enforcing those rights later.

(g) Survival. Any provision of this Agreement relating to your responsibilities and liabilities or our rights and liabilities will survive termination of the Agreement.

(h) Limitation Periods. Where permitted by provincial or territorial law, the limitation period for this Agreement is extended to six years. For residents of Quebec only: the foregoing provision does not apply.

(i) Assignment. We may at any time, without notifying you, assign your Credit Card Account, any Balance due under this Agreement, and/or our rights and obligations under this Agreement to any Assignee who will be entitled to all of our rights and will be responsible for our obligations under this Agreement to the extent they are assigned by us. For residents of Quebec only: we may notify you of any assignment as described in this paragraph.

(j) Quebec only: The French version of this Agreement was provided. You have expressly requested the English version of this Agreement and all further related documentation will be sent exclusively in English.

(k) Alerts. When your Available Credit drops below a threshold amount, we will send you an alert by email (or by other electronic means we may make available). The Primary Cardholder can manage alert preferences for the Account at any time, to change contact information, set a threshold amount, or opt out of receiving alerts. If you do not set a threshold amount we will set one for you, as required by law. We do not charge a fee for this alert service but your mobile provider's data and message rates may apply.

22. DISPUTE RESOLUTION WITH MANULIFE BANK

Manulife Bank strives to provide you with the best possible service each time you deal with us. To ensure that your questions or concerns are addressed as quickly as possible, please follow these steps:

Step 1: First, go to the source. Most problems can be resolved quickly and easily by speaking with our Customer Service Centre.
Call us at: 1 877 942-4222
Email us at: manulife_bank@manulife.ca

Step 2: Talk to management. If you are not completely satisfied with our staff member's response, ask to speak to the manager in the department.

Step 3: Ask for a further review. If your complaint is not resolved within 14 days at the first step, it will be transferred to the Customer Care Team or if you are not satisfied with the manager's response, you can escalate your complaint to the Customer Care Team for an additional review.
Call us toll free at: 1-855-891-8671
E-mail us at: Manulife_Complaint_Office@manulife.ca
Our response to you: Once the investigation has been completed, you will receive a written response explaining the reasons for the decision.
Step 4: Still not satisfied? If the Customer Care Team is unable to resolve the problem to your satisfaction, please write to the Client Dispute Resolution Office (CDRO):
Client Dispute Resolution Office
Manulife Bank of Canada and Manulife Trust Company
500 King Street North
PO BOX 1602, Station Waterloo
Waterloo, Ontario N2J 4C6
ClientDisputeResolutionOffice@manulife.ca
The CDRO aims to resolve each complaint as quickly as possible, however, should this exceed 56 days from the date you filed your complaint at Step 1, you have the option for external recourse in Step 5. Once your complaint has been investigated by the CDRO, you will be sent a written response.
Step 5: External recourse. If after following the above steps, you continue to remain dissatisfied and wish to pursue your complaint, or your complaint has not been resolved within 56 days since you raised your complaint in Step 1, external recourse is available to you, through The Ombudsman for Banking Services and Investments (OBSI).

The Ombudsman for Banking Services and Investments

The Ombudsman for Banking Services and Investments (OBSI) is part of the Financial Services OmbudsNetwork (FSON), which is a national industry-based dispute resolution system for consumers of financial services. The OBSI deals with concerns about banking and securities investment products and services that have not been resolved through the company's dispute resolution system.
Toll free telephone number: 1-888-451-4519 or from Toronto (416) 287-2877.

The Financial Consumer Agency of Canada

The Financial Consumer Agency of Canada (FCAC) supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws. If you have a complaint about a consumer provision, you may contact the FCAC at:
The Financial Consumer Agency of Canada
6th Floor Enterprise Building
427 Laurier Avenue West
Ottawa, ON K1R 1B9
By telephone: 1-866-461-3222
FCAC website: https://www.canada.ca/en/financial-consumer-agency.html

The Manulife Bank complaint handling process is described in full at www.manulifebank.ca.

23. VOLUNTARY CODES OF CONDUCT

Manulife Bank has adopted a number of "Voluntary Codes of Conduct and Public Commitments," which are available on www.manulifebank.ca.

24. YOUR PRIVACY

You acknowledge that all Cardholders on your Credit Card Account may view, obtain or be provided with information about your Credit Card Account, including Transactions, Balance and Available Credit, through any means of communications with Manulife Bank, including discussions initiated by Manulife Bank in respect of possible unauthorized Credit Card Account activity or for other reasons. You also acknowledge that if a Cardholder does not comply with the PIN security rules in paragraph 4(b), other persons may be able to obtain information about your Credit Card Account and we will not be liable to you or any third party for such access to the extent permitted by applicable law.
If you have authorized a merchant to store your card details or you have given a merchant your card details, you consent to the collection, use and sharing of your personal information with such merchant and card networks in order to assess eligibility for and offer you optional features and services such as Installment Plans, where applicable. Your consent is optional and you can decide to withdraw it at any time.

Personal Information Statement

In this Statement, "you" and "your" refer to the applicant(s) or co-applicant(s) who is (are) the account holder(s). "We", "us", "our" and "the Bank" refer to The Manulife Bank of Canada and its related affiliates.

Why do we collect, use, and disclose your personal information?

To establish and manage our relationship with you, providing you with products and services, administering our business, and complying with legal and regulatory requirements. By signing the application, you give your consent for us to collect, use, and disclose your personal information, as set out in this Personal Information Statement. Any alterations to the consent must be agreed to in writing by the Bank.

What personal information do we collect?

Depending on the product or service, we collect specific personal information about you such as:

- Identifying information such as your name, address, telephone number(s), email address, your date of birth, occupation, driver's license, passport number or your Social Insurance Number (SIN)
- Financial information, investigative reports, credit bureau report, and/or a consumer report
- Information about how you use our products and services, and information about your preferences, demographics, and interests
- Other personal information we may require to administer your products or services and manage our relationship with you

We use fair and lawful means to collect your personal information.

Where do we collect your personal information from?

- Your completed applications and forms
- Other interactions between you and the Bank
- Other sources, such as:
  - Your advisor or authorized representative(s)
  - Third parties with whom we deal in issuing and administering your products or services now, and in the future
  - Public sources, such as government agencies, credit bureaus and internet sites
  - Other Financial institutions, your employer

What do we use your personal information for?

We will use your personal information to:

- Help us properly administer the products and services that we provide and to manage our relationship with you
- Confirm your identity and the accuracy of the information you provide
- Evaluate your application, and determine the suitability of our product(s) for you
- Comply with legal and regulatory requirements
- Support and maintain the accuracy and integrity of the credit reporting system
- Understand more about you and how you like to do business with us
- Analyze data to help us make decisions and understand our customers better so we can improve the products and services we provide
- Determine your eligibility for, and provide you with details of, other products or services that may be of interest to you offered by us or our affiliates or select third parties. These could include securities, insurance products, loan and investment products, credit products and reward programs.
- Perform audits, and investigations and protect you from fraud
- Automate processing to help us make decisions about your interactions with us, such as, applications, approvals or declines

Who do we disclose your personal information to?

- Persons, financial institutions and other parties with whom we deal in issuing and administering your account now, and in the future
- Authorized employees, agents and representatives
- Your advisor and any agency which has entered into an agreement with us and has supervisory authority, directly or indirectly, over your advisor, and their employees
- Any person or organization to whom you gave consent
- Other institutions that may have granted you credit, credit bureaus and personal information agents with respect to your credit or financial history
- People who are legally authorized to view your personal information
- Service providers who require this information to perform their services for us (for example, data processing, programming, data storage, market research, printing and distribution services and investigative agencies)

The abovementioned people, organizations and service providers are both within Canada and jurisdictions outside Canada. Therefore, your personal information may be subject to interprovincial or cross-border transfers in order to provide services to you and subject to the laws of those jurisdictions.

Where personal information is provided to our service providers, we require them to protect the information in a manner that is consistent with our privacy policies and practices.

Withdrawing your consent

You may withdraw your consent for us to use your personal information for certain uses, subject to legal and contractual restrictions.

You may not withdraw your consent for us to collect, use, retain or disclose personal information we need to issue or administer the account unless federal or provincial laws give you this right. If you do so, an account may not be issued and we may treat your withdrawal of consent as a request to terminate the account.

If you wish to withdraw your consent, phone the Bank's Credit Card Services at 1-877-942-4222, or write to the Privacy Officer at the address below.

Accuracy and Access

You will notify us of any change to your contact information. If your information has changed, or if you need to correct any inaccuracies to your personal information in our files, you may phone the Bank's Credit Card Services at 1-877-942-4222. You have the right to access and verify your personal information maintained in our files, and to request any factually inaccurate personal information be corrected, if appropriate. Requests can be sent to:

Privacy Officer Manulife
P.O. Box 1602
Del Stn 500-4-A
Waterloo, ON N2J 4C6
Canada_Privacy@manulife.ca

For more information, you can review our Manulife Bank Privacy Policy at https://www.manulifebank.ca/privacy.html. Please note the security of email communication cannot be guaranteed. Do not send us information of a private or confidential nature by email.

25. CONTACTING US

If you need to reach us for any reason, you can contact Manulife Bank Credit Card Services at: 1-877-942-4222 (Canada and U.S.). You can also call us to obtain toll-free numbers for certain countries in addition to Canada and the U.S.; from other countries call +1-416-941-3498 (international).

To report a lost, stolen or misused Credit Card, call us at:

1-877-942-4222 (Canada and U.S.) or +1-416-941-3498 (international).

Other ways to contact us are:

TTY: Call 711 to use Bell Relay Service and enter 1-877-942-4222 when prompted by the operator.

Write to: Manulife Bank of Canada
P.O. Box 1665 Waterloo, ON N2J 5A1

Rewards Terms and Conditions

If you have a Manulife Bank Visa Platinum Card, you agree to the following terms and conditions ("**Terms**") which form part of your Manulife Bank Credit Card Cardholder Agreement between You and Us. *Capitalized terms* used but not defined herein have the meanings assigned to them in the Manulife Bank Credit Card Cardholder Agreement.

1. DEFINITIONS

Here are definitions of some of the words used in these Terms:

ATM means automated teller machine.

Application means the formal application (whether electronic, online, by telephone, in paper form, or otherwise) made by you for the Credit Card Account and Card(s).

Authorized User means a person who has been issued a Card by us under the Credit Card Account at the request of the Primary Cardholder. We reserve the right to limit the number of Authorized Users.

Balance Transfer means an amount you transfer to your Credit Card Account which either we have agreed is a Balance Transfer or which you have made in response to a balance transfer offer we have made.

Card means a credit card issued by Manulife Bank under your Credit Card Account.

Cardholder means the Primary Cardholder and any Authorized Users.

Cardholder Agreement means the Manulife Bank Credit Card Cardholder Agreement.

Cash Advance means any of the following:

- cash advances from your Credit Card Account taken at a financial institution or an ATM;
- Cash-Like Transactions; and
- using Manulife Bank telephone banking, Manulife Bank mobile banking or Manulife Bank online banking to pay bills or transfer funds from your Credit Card Account.

Cash-Like Transactions means Transactions involving the purchase of items directly convertible into cash, including casino gaming chips, money orders, wire transfers, certain lottery tickets and traveler's cheques.

Convenience Cheque means a cheque we have supplied for use with your Credit Card Account.

Credit Card Account means the Manulife Bank credit card account which we have opened for the Primary Cardholder.

Good Standing means all Cardholders on your Credit Card Account are in compliance with the Cardholder Agreement, a Minimum Payment is not more than two (2) consecutive monthly statement periods past due, and your Credit Card Account is not closed, charged off, or in credit revoked status.

Manulife Account means a non-credit card Manulife Bank deposit account, including Advantage Accounts, Manulife One Accounts, or Manulife Select Accounts in your name as sole or joint account holder.

Manulife Bank, **we**, **our** or **us** means Manulife Bank of Canada and its subsidiaries.

Minimum Payment means the minimum payment in respect of your Credit Card Account that must be paid by the payment due date.

Net Purchases means Purchases during a monthly period, less all returns and merchant credits. Net Purchases exclude (i) Cash Advances, (ii) Cash-Like Transactions, (iii) Balance Transfers, (iv) Convenience Cheques, (v) interest charges, (vi) fees, (vii) insurance premiums, and (viii) adjustments.

Primary Cardholder means the person who applied for the Credit Card Account and in whose name the Credit Card Account has been opened.

Purchase means any Transaction other than a Cash Advance, Balance Transfer or Convenience Cheque.

Redemption Date means the day when the Rewards are deposited into your Redemption Destination.

Redemption Destination means the account in which your Rewards are credited or deposited.

Rewards means the points earned on Net Purchases pursuant to the Rewards Program.

Rewards Program means the Manulife Bank rewards program that allows you to earn Rewards as described in these Terms.

Statement Date means the last day of the monthly statement period in any given month, as reflected on the monthly statement.

Transaction means any use of a Card or Card number to purchase goods or services or make other charges to your Credit Card Account, including purchases made online or using a mobile payment service, as well as Cash Advances, Convenience Cheques and Balance Transfers.

You or **Your** means the Primary Cardholder.

2. APPLICATION OF TERMS

These Terms apply to the Rewards Program and they are subject to change in accordance with the "Amendments" section set out below. These Terms should be read in tandem with the Cardholder Agreement.

3. ELIGIBILITY

The Rewards Program is automatically available to you if you have a Manulife Bank Visa Infinite Credit Card Account or Visa Platinum Credit Card Account in Good Standing. It applies to all Net Purchases made by any Cardholder on your Credit Card Account everywhere your Card is accepted, worldwide. The Rewards Program is offered to you at no extra cost and is in addition to the other benefits that come with your Credit Card Account.

4. AUTHORIZED USERS AND THE REWARDS PROGRAM

While all Cards are automatically included in the Rewards Program for the purpose of accumulating Rewards, only you, the Primary Cardholder, will receive Rewards to your chosen Redemption Destination. Authorized Users have no rights to Rewards – either against you or us – under these Terms.

5. REDEMPTION DESTINATION

When you open your Credit Card Account, you will automatically be enrolled to redeem Rewards as a credit on your Credit Card Account. In the future, we may offer you the ability to deposit your Rewards into an existing Manulife Account in your name (either as sole or joint account holder) in accordance with these Terms. In order to inquire about the availability of this feature, you may call us at 1-877-942-4222.

6. REDEMPTION MECHANISM AND CALCULATION

Your monthly statement will show the Rewards earned on Net Purchases for the monthly statement period and the total outstanding Rewards balance. To redeem Rewards, your Credit Card Account must be in Good Standing.

Rewards can be redeemed starting at 100 Rewards for $1. Rewards are redeemed by logging in to your account at www.manulifebank.ca.

Rewards are calculated on the Canadian dollar amount of Net Purchases and rounded to the nearest cent. You cannot take any Rewards to cash. You cannot deposit Rewards to an account held by you at another financial institution.

Rewards are not recognized as a payment and therefore will not satisfy the Minimum Payment due; however, the credit is applied to balances in the same order as a payment would be, as stated in paragraph 10 - Application of Payments of the Cardholder Agreement.

7. HOW YOU EARN REWARDS

Rewards are earned as follows:

- **1.5% Rewards Category** – You will earn 1.5% Rewards on the first $15,000 of Net Purchases within your 1.5% annual spending limit each year at merchants classified by Visa Inc. and determined by Manulife Bank to be in the Health, Wellness & Medical Category. Eligible Merchant Classification Codes (MCC) for this category include but are not limited to:
  - 5122, 5912, 5941, 5975, 5976, 7297, 7298, 7997, 8011, 8021, 8031, 8041, 8042, 8043, 8049, 8062, 8071 and 8099.
- **1% Rewards Category** – You will earn 1% Rewards on the first $15,000 of Net Purchases within your 1% annual spending limit each year at merchants classified by Visa Inc. and determined by Manulife Bank to be in the Travel, Dining and Entertainment Categories.
  - Travel: Merchants in this category include but are not limited to MCC 3000-3299, 3351-3441, 3501-3999, 4112, 4411, 4511, 4722, 5962, 7011, 7012, 7033, 7512, 7519.
  - Dining: Merchants in this category include but are not limited to MCC 5812, 5813 and 5814.
  - Entertainment: Merchants in this category include but are not limited to MCC 7832, 7841, 7911, 7922, 7929, 7932, 7933, 7941, 7991, 7992, 7994, 7996-7999.
- **0.5% Rewards Category** – You will earn 0.5% Rewards on Net Purchases not falling within the Health, Wellness, Medical, Travel, Dining or Entertainment categories as described above.

You reach your 1.5% annual spending limit when your total Net Purchases at merchants classified by Visa Inc. and determined by Manulife Bank to be in the Health, Medical & Wellness category reach $15,000 in a calendar year. You reach your 1% annual spending limit when your total Net Purchases at merchants classified by Visa Inc. and determined by Manulife Bank to be in the Travel, Dining and Entertainment category reach $15,000 in a calendar year. Annual spending limits reset to zero on January 1 of each year. Once you have reached the 1.5% annual spending limit, you will earn Rewards at 0.5% on Net Purchases at merchants classified by Visa Inc. and determined by Manulife Bank to be in the Health, Wellness & Medical category for the remainder of the calendar year. Once you have reached your 1% annual spending limit, you will earn Rewards at 0.5% on Net Purchases at merchants classified by Visa Inc. and determined by Manulife Bank to be in the Travel, Dining and Entertainment category for the remainder of the calendar year.

Manulife Bank is not responsible for how merchants are categorized by Visa Inc. Manulife Bank will not issue new or additional Rewards to you should the merchant from whom you made your purchase not be classified in the category you expected. Further, Manulife Bank will not transfer or re-categorize between different Rewards categories.

Rewards are shown as points on your statement. Points are calculated by multiplying the Net Purchase value by the Reward rate for the category, then multiplying the result by 100.

For example, a Net Purchase of $1,000 in the 1% Rewards category is calculated as follows: $1,000 x 1% x 100 = 1,000 points. Points calculations are rounded to the nearest whole point.

Merchant Funded Rewards. From time to time we may present offers through our partners from select merchants, retailers or service providers. These offers will allow you to earn additional rewards for Net Purchases made with the Card. Where such an offer applies, it will replace rather than add to your rewards in the applicable category. Certain rewards may be supplied by third parties; we are not liable for any service or benefits not directly supplied by us. Refer to manulifebank.ca/creditcards for full details on promotional rewards offers.

8. PROMOTIONAL REWARDS OFFERS

We may, from time to time, offer special promotions to earn Rewards at a higher rate than those specified above. The Rewards earned through these promotional offers will be included on your monthly statement under "Bonus Promotions" and will be subject to change at any time.

9. RETURNS

When purchases are returned, any Rewards earned on those purchases (whether or not those Rewards have been redeemed) will be reversed and your Rewards balance will be deducted accordingly.

10. REVERSING AND TERMINATING REWARDS

We may reverse or terminate any Rewards or pending Rewards issued to you. For residents of Quebec only: the foregoing provision does not apply.

11. NEGATIVE REWARDS BALANCE

If your Rewards balance is negative, the negative balance will carry over to the next monthly statement period and remain negative until you earn enough Rewards to reverse the negative balance.

12. LIMITATIONS

Cash Advances, Balance Transfers, interest charges, fees, service/transaction charges, payments, credit or debit adjustments and any amount other than Purchases that may be charged to your Credit Card Account do not qualify for Rewards. We may establish

other qualifying and non-qualifying transactions from time to time. For residents of Quebec only: subject to the specific provisions applicable to residents of Quebec set out at section 16.
Rewards cannot be earned after the date your Credit Card Account is closed or the date the Rewards Program is terminated.

13. REWARDS VERIFICATION

A section on your Credit Card Account monthly statement will show the amount of Rewards earned, adjusted or credited during the monthly statement period. You can also obtain information by contacting us at 1-877-942-4222. Each month, you are expected to review your Rewards summary and report any discrepancies or concerns you may have within thirty (30) days of your statement date. If you do not, we will deem the Rewards balance to be accurate.

14. TRANSFERRING THE REWARDS BALANCE

A Rewards balance may not be transferred, consolidated, converted, exchanged, or combined in connection with any other rewards program offered by Manulife Bank. The Rewards balance is not transferable from your Credit Card Account to another Cardholder's Manulife Bank credit card account.

15. SUSPENSION AND/OR TERMINATION OF THE REWARDS PROGRAM

We may, without notice to you, suspend or terminate your participation in the Rewards Program, and/or cancel your Rewards balance without compensation to you upon your bankruptcy, or if we have reason to believe that (i) you committed, caused, or allowed a breach of the Cardholder Agreement or these Terms, (ii) you committed or allowed fraud or abuse relating to the Rewards Program, or (iii) you misrepresented information to us. For residents of Quebec only: we will provide you with 60 days' prior written notice if we terminate your participation in the Rewards Program upon your bankruptcy.

16. AMENDMENTS

We may make any changes to the Rewards Program including but not limited to changes to the Rewards percentage rates and amounts, Reward categories, Redemption Destinations and Redemption Date, at any time and without notice to you.
We may also change anything in these Terms at any time without notice to you, unless otherwise provided for in these Terms.
We may also cancel the Rewards Program at any time without any notice to you.
For residents of Quebec only: The foregoing provision is replaced by the following: We may make any changes to the Rewards Program including but not limited to changes to the Reward categories, Redemption Destinations and Redemption Date. We may also change anything in these Terms, unless otherwise provided for in these Terms. Unless the change is for a temporary period and to your advantage (in which case we may make any change at any time and without notice to you), we will provide you with written notice of a change between the 90th and the 60th day preceding the coming into force of the change. We may cancel the Rewards Program upon 60 days' prior written notice.

17. THE IMPACT OF CLOSING YOUR CREDIT CARD ACCOUNT

If your Credit Card Account is in Good Standing at the time of closure, you will have the option to redeem the Rewards that have already posted to your account at the time of account closure. Except if you are a resident of Quebec if your Credit Card Account is not in Good Standing, we reserve the right to cancel any Rewards that have yet to be redeemed.

18. NO CASH VALUE

Rewards have no cash value until they are credited to or deposited into your Redemption Destination. Rewards do not constitute property of the Cardholder and cannot be transferred or encumbered in any circumstances and, without limitation, cannot be negotiated, attached, pledged, mortgaged or hypothecated and may not be divided or transferred as a part of a domestic agreement, through legal proceedings, or upon death.

19. USE OF INFORMATION

We may exchange Rewards Program and Credit Card Account-related information about you with other parties, such as participating partners, merchants or service providers, as required to administer the Rewards Program.

20. TAXES

Payment of any taxes related to the Rewards is your responsibility.

Certificates of Insurance

Travel Accident Certificate of Insurance

INFORMATION ABOUT YOUR INSURANCE

This Certificate of Insurance is underwritten by The Manufacturers Life Insurance Company (Manulife). Manulife has appointed Active Claims Management Inc. (operating as Active Care Management) as the provider of all assistance and claims services under this Certificate of Insurance.
Manulife has issued Group Insurance Policy Number 919 to Manulife Bank of Canada to cover travel accident expenses incurred by *you* during *your trip*.

This Certificate of Insurance summarizes the provisions of this group insurance and contains important information.
Please read it and carry it with you during your trip.

IN THE EVENT OF A CLAIM

Call the Assistance Centre immediately. Our Assistance Centre is there to help you 24 hours a day, and is open every day of the year.
The Assistance Centre's phone numbers are:
1-855 849-1640 toll-free from the USA and Canada
+1 (519) 251-4056 collect to Canada, where available, from anywhere else in the world.
Immediate access to the Assistance Centre is also available through its TravelAid mobile app. To download the app, visit: http://Active-Care.ca/TravelAid.

IMPORTANT NOTICE – READ CAREFULLY BEFORE *YOU* TRAVEL

Your credit card includes travel coverage - what's next? *We* want *you* to understand (and it is in *your* best interest to know) what *your* certificate of insurance includes, what it excludes, and what is limited (payable but with limits). Please take time to read through *your* certificate of insurance before *you* travel. Italicized terms are defined in *your* certificate of insurance.

IT IS IMPORTANT AND *YOUR* RESPONSIBILITY TO UNDERSTAND *YOUR* COVERAGE. IF *YOU* HAVE QUESTIONS, CALL 1-855 849-1640.

This Certificate of Insurance contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.

DEFINITIONS

Italicized words have a specific meaning as explained below.

Account means the Manulife Bank credit card *account* which Manulife Bank has opened for the *primary cardholder*.

Act of terrorism means any activity that involves a threat to use or the actual use of violence or any dangerous or threatening act, or the use of force. Such act is directed against the general public, governments, organizations, properties or infrastructures, or electronic systems.

The intention of such activity is to:

- instill fear in the general public;
- disrupt the economy;
- intimidate, coerce or overthrow a sitting government or occupying power; and/or
- promote political, social, religious or economic objectives.

Act of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

Authorized User means a person who has been issued a card by Manulife Bank under the *account* at the request of the *primary cardholder*.

Cardholder means the *primary cardholder* and any *authorized users*.

Child, Children means an unmarried, dependent son or daughter, travelling with *you*, under the age of twenty (20) or, if a full-time student, under the age of twenty-five (25), also, an unmarried dependent son or daughter of any age if mentally or physically disabled. In addition, the *child* must be a minimum age of thirty (30) days to be covered under this Certificate of Insurance.

Common carrier means a conveyance (bus, taxi, train, boat, or *plane*) which is licensed, intended and used to transport paying passengers.

Departure date means the date *you* leave *home*.

Good Standing means all *cardholders* on the *account* are in compliance with the Manulife Bank Cardholder Agreement.

Home means *your* Canadian province or territory of residence. It is the place *you* leave from on the first day of coverage and are scheduled or ticketed to return to on the last day of coverage.

Injury means sudden bodily harm that *you* sustain during the *trip* and that is caused by external and purely accidental means, directly and independently of illness or disease and all other causes.

Minor mental or emotional disorder means:

- Having anxiety or panic attacks, or
- Being in an emotional state or in a stressful situation.

A *minor mental* or *emotional disorder* is one where *your* treatment includes minor tranquilizers or minor anti-anxiety (anxiolytics) medication or no prescribed medication at all.

Plane means a multi-engine aircraft operated by and licensed to a regularly scheduled airline on a regularly scheduled trip operated between licensed airports and holding a valid Canadian Air Transport Board license, Charter Air Carrier license, or its

foreign equivalent, and operated by a certified pilot.

Primary Cardholder means the person who applied for the Credit Card *account* and in whose name the Credit Card *account* has been opened.

Return date means the date *you* return *home*.

Spouse means someone to whom the *primary cardholder* is legally married or with whom the *primary cardholder* has been living in a conjugal relationship for at least one full year.

Trip means the period of time between *your departure date* and *your return date*.

Ticket means the fare paid for travel on a *common carrier*.

We, **us**, **our** means The Manufacturers Life Insurance Company (Manulife).

You, **Your** means the *primary cardholder*, the *primary cardholder's spouse* and/or dependent *child*(ren) travelling with the *primary cardholder* or *primary cardholder's spouse* on the same *trip*, an *authorized user*. An *authorized user* does not need to travel with the *primary cardholder* or *primary cardholder's spouse*.

ELIGIBILITY

To be eligible for this insurance,

- *You* must be a resident of Canada;
- *You* must have paid for *your ticket* with *your* Manulife Bank Credit Card; and
- The *account* must be in *good standing*.

WHEN *YOUR* COVERAGE STARTS

During *your trip*, coverage starts on the earlier of:

- When travelling directly to the airport in a *common carrier* to catch *your* outbound flight as indicated on *your* airline booking confirmation.
- When boarding *your* outbound flight as indicated on *your* airline booking confirmation.

WHEN *YOUR* COVERAGE ENDS

During *your trip*, coverage ends on the later of:

- When travelling in a *common carrier* to return *home* immediately upon the arrival of *your* return flight as indicated on *your* airline booking confirmation.
- When disembarking from *your* return flight as indicated on *your* airline booking confirmation sent to *us*.

There is no coverage if:

- The Group Policy is cancelled by *us* or Manulife Bank or is amended to no longer provide Travel Accident Insurance;
- *You* are no longer eligible for coverage;
- The *account* is not in good *standing*.

WHAT DOES TRAVEL ACCIDENT INSURANCE COVER?

We will cover the following benefits:

1. If an accidental bodily *injury* causes *you* to die, to become completely and permanently blind in both eyes or to have two of *your* limbs fully severed above *your* wrist or ankle joints, in the twelve (12) months after the accident, *we* will pay: $100,000 per covered person under the Travel Accident Insurance.
2. If an accidental bodily *injury* causes *you* to become completely and permanently blind in one eye or have one of *your* limbs fully severed above *your* wrist or ankle joint in the twelve (12) months after the accident, *we* will pay: $100,000 per covered person under the Travel Accident Insurance.
3. If *you* have more than one accidental bodily *injury* during *your trip*, *we* will pay the applicable insured sum only for the one accident that entitles *you* to the largest benefit amount.

For Travel Accident Insurance, the accident giving rise to *your injury* or death must happen: a) while *you* are boarding, disembarking or on a commercial passenger *plane* from which a *ticket* was issued to *you* for *your* entire airline *trip*; b) on a *common carrier*, such as an airport limousine, bus, taxi, train boat or other surface vehicle travelling directly to or from an airport immediately preceding departure or immediately following *your* arrival; c) any *common carrier*, excluding air, licensed to carry passengers for hire during *your trip*.

WHAT DOES TRAVEL ACCIDENT INSURANCE NOT COVER?

We will not pay any expenses or benefits relating to:

1. Piloting an aircraft, learning to pilot an aircraft, or acting as a member of an aircraft crew.
2. *Your* self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental health illness.
3. A criminal act or an attempt to commit such an act by *you* or *your* estate beneficiary.
4. Not following recommended or prescribed therapy or treatment.

5. Any loss, *injury* or death related to intoxication, the misuse, abuse, overdose of, or chemical dependence on medication, drugs, alcohol or other intoxicant.
6. Any loss resulting from *your minor mental or emotional disorder*.
7. A loss caused directly or indirectly from an existing disease or bodily infirmity, even if the proximate cause of its activation or reactivation is the result of an accidental bodily *injury*.
8. Any loss which occurs on the date the *account* is not in *Good Standing*.
9. An *act of war* or *act of terrorism*.
10. Any loss *you* suffer when an official travel advisory issued by the Canadian government states, "Avoid all non-essential travel" or "Avoid all travel" regarding the country, region or city of *your* destination, before *your departure date*.
    To view the travel advisories, visit the Government of Canada Travel site.
    This exclusion does not apply to claims for an emergency or a *medical condition* unrelated to the travel advisory

WHAT SHOULD *YOU* DO IF *YOU* HAVE A CLAIM?

Please call the Assistance Centre; *you* will receive the necessary claims assistance.

If you are making a Travel Accident Insurance claim, the following conditions apply:

1. *We* will need: a) police, autopsy or coroner's report; b) medical records; and c) death certificate, as applicable.
2. If *your* body is not found within twelve (12) months of the accident, *we* will presume that *you* died as a result of *your* injuries.

To whom will *we* pay *your* benefits, if *you* have a claim?

Except in the case of *your* death, *we* will pay the covered expenses under this insurance to *you*. Any sum payable for loss of life will be payable to *your estate*. *You* or *your* estate must repay *us* any amount paid or authorized by *us* on *your* behalf if *we* determine that the amount is not payable under *your* Certificate of Insurance.

All amounts shown throughout this certificate are in Canadian dollars. *We* will not pay for any interest under this insurance.

Is there anything else *you* should know if *you* have a claim?

Every action or proceeding against an insurer for the recovery of insurance money payable under the certificate is absolutely barred unless commenced within the time set out in the Insurance Act, or other applicable legislation, or in the Limitations Act, 2002 in Ontario.

WHAT ELSE DO *YOU* NEED TO KNOW?

This Certificate of Insurance summarizes *your* coverage under the group policy. The group policy governs. The coverage under this certificate may be cancelled or changed by *us* at any time without notice.

You must be accurate and complete in *your* dealings with *us* at all times. This insurance is void in the case of fraud or attempted fraud or if *you* conceal or misrepresent any material fact or circumstance concerning this Certificate of Insurance.

We will not pay a claim if *you*, any person insured under this certificate or anyone acting on *your* behalf attempt to deceive *us* or makes a fraudulent, false or exaggerated statement or claim.

This certificate is not assignable.

How does this insurance work with other coverages that *you* may have?

We have full rights of subrogation. In the event of a payment of a claim under this Certificate of Insurance, *we* will have the right to proceed, in *your* name, but at *our* expense, against third parties who may be responsible for giving rise to a claim under this Certificate of Insurance. *You* will execute and deliver such documents as are necessary and co-operate fully with *us* to allow *us* to fully assert *our* rights. *You* must do nothing to prejudice such rights.

If *you* are insured under more than one Certificate of Insurance or policy underwritten by *us*, the total amount *we* pay to *you* cannot exceed *your* actual expenses; and the maximum *you* are entitled to is the largest amount specified for the benefit in any one Certificate of Insurance. If the total amount of all accident insurance *you* have under policies issued by *us* is more than $500,000, *our* aggregate liability will not exceed that amount, and any excess insurance will be void and the premiums paid for such excess insurance will be refunded.

Privacy: *We* are committed to protecting *your* privacy and the confidentiality of *your* personal information. *We* will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate. To protect the confidentiality of *your* personal information, *we* will establish a financial services file from which *your* information will be used to administer services and process claims. Access to this file will be restricted to Manulife employees, mandataries, administrators or agents who are responsible for the assessment and investigation of claims, and to any other persons *you* authorize or as authorized by law. These people, organizations and service providers may be in jurisdictions outside Canada, and subject to the laws of those foreign jurisdictions. *Your* file is secured in Manulife's offices. *You* may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, 500 King Street North, P.O. Box 1602, Waterloo, ON N2J 4C6.

Accessible formats and communication supports are available upon request. Visit Manulife.com/accessibility for more information.

Purchase Protection and Extended Warranty Certificate of Insurance

This Certificate of Insurance contains information about your insurance. Read it carefully and keep it in a safe place.

Purchase Protection Benefits and Extended Warranty coverages are underwritten by First North American Insurance Company, a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife), under Group Master Policy No. 919.

This Certificate describes coverage under a non-participating Group Master Policy issued to Manulife Bank (herein called the "Policyholder").

This Group Master Policy provides the insurance described below for Manulife Bank Cardholders. The records maintained at the offices of the Policyholder as to who is a Cardholder and as to the status of his/her Credit Card Account will determine the insurance provided under this Group Master Policy. The terms and conditions of the insurance under Group Master Policy No. 919 are summarized in this Certificate. In addition, the benefits are subject to all of the terms and conditions of the Group Master Policy, which is on file with the Policyholder.

No person is eligible for coverage under more than one certificate of insurance under the Group Master Policy. In the event that any person is recorded by the Insurer as an "Insured Person" under more than one such certificate or policy, such person shall be deemed to be insured only under the certificate or policy which affords that person the greatest amount of insurance coverage.

In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

Please refer to the definitions section for the meanings of all capitalized terms.

1. DEFINITIONS

"Authorized User" means a person who has been issued a Card by the Policyholder under the Credit Card Account at the request of the Primary Cardholder.

"Card" means a credit card issued by the Policyholder under the Credit Card Account. "Cardholder" means the Primary Cardholder and any Authorized Users.

"Cardholder Agreement" means the agreement made between the Cardholder and the Policyholder with respect to the Manulife Bank Card, as the same may be amended from time to time.

"Certificate" means this Certificate of Insurance.

"Credit Card Account" means the Manulife credit card account which the Policyholder has opened for the Primary Cardholder.

"Dollars" and **"$"** mean Canadian dollars.

"Effective Date" means the date You are enrolled for coverage by Manulife Bank, which is the date that You became a Cardholder.

"Good Standing" means all Cardholders on the Credit Card Account are in compliance with the Cardholder Agreement.

"Insured Person" means an eligible Cardholder in Good Standing.

"Mysterious Disappearance" means the article of personal property which is the subject of the claim cannot be located, and the circumstances of its disappearance cannot be explained, or do not lend themselves to a reasonable inference that a theft occurred.

"Policy" means Group Master Policy No. 919 issued by First North American Insurance Company to the Policyholder.

"Policyholder" means Manulife Bank.

"Primary Cardholder" means the person who applied for the Credit Card Account and in whose name the Credit Card Account has been opened.

"**We," "Us," "Our"** or **"Insurer"** means First North American Insurance Company.

"You" or **"Your"** means the Cardholder.

2. PURCHASE PROTECTION BENEFITS

The Purchase Protection benefit automatically applies when You charge the full cost of eligible personal property to Your Credit Card Account. No registration is needed.

Purchase Protection benefits are available automatically to protect new items of personal property purchased by a Cardholder with a Manulife Bank Card for ninety (90) days from the date of purchase against risk of direct physical loss, theft or damage, anywhere in the world. Items which the Cardholder gives as a gift are also covered; however, the Cardholder, not the recipient of the gift, must make any claim for benefits.

Limitations and Exclusions: Purchase Protection benefits are available only to the extent that the item in question is not otherwise protected or insured in whole or in part. Benefits are supplemental to your current applicable insurance. Claims must be made under that insurance before making a claim under this Certificate.

Purchase Protection benefits are not available with respect to the following items:

(a) items lost or stolen from a public or unoccupied place unless they are locked up and/or are continuously attended to;
(b) mail order purchases or items in the care or custody of shippers until delivered and accepted by the Cardholder;
(c) items lost or stolen from personal vehicles;
(d) items purchased used, rebuilt or remanufactured;
(e) perishables such as food, liquor;
(f) goods consumed in use;
(g) jewellery, gems, watches, furs or garments trimmed with fur lost or stolen from baggage unless such baggage is hand carried under the personal supervision of the Cardholder or the Cardholder's travelling companion (with the Cardholder's knowledge);
(h) tickets, cash or equivalents (whether paper or coin), bullion, negotiable instruments (including but not limited to gift cards and gift certificates), traveler's cheques or other numismatic property;
(i) automobiles, motorboats, airplanes, motorcycles, motor scooters, snow blowers, all-terrain vehicles (ATVs), riding lawn mowers, golf carts, lawn tractors, any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts or accessories attached to or mounted on such property;
(j) services;
(k) golf balls;
(l) animals, fish, birds or living plants; or
(m) any and all items purchased and/or used by or for a business or for commercial gain;

The Cardholder will be entitled to receive no more than the original purchase price of the protected item as recorded on the Manulife Bank Card statement and sales receipt. Where a protected item is part of a pair or set, the Cardholder will receive no more than the value of the particular part or parts lost, stolen or damaged regardless of any special value that the item may have as part of an aggregate purchase price of such pair or set.

The Insurer, at its sole option, may elect to compensate the Cardholder for:

(a) the repair, rebuild or replacement of the item lost or damaged (whether wholly or in part), upon notifying the Cardholder of its intentions to do so within sixty (60) days following receipt of the required proof of loss, or
(b) the item lost or damaged, not exceeding the lesser of the original purchase price or the replacement or repair cost, and subject to the exclusions, terms and limits of liability as set out in this Certificate.

(See Claims and General Provisions.)

3. EXTENDED WARRANTY BENEFITS

The Extended Warranty benefit applies when You charge the full cost of eligible personal property or gift items to Your Credit Card Account. No registration is required.

Extended Warranty benefits are available automatically to provide Cardholders with double the period of repair services otherwise provided by the original manufacturer, in accordance with the terms of the original manufacturer's warranty (excluding any Extended Warranty offered by the manufacturer or any third party).

Your Extended Warranty commences immediately following the expiry of the original manufacturer's warranty to a maximum of one (1) full year on most items purchased new in Canada, or purchased new worldwide with a Manulife Bank Card if there is a warranty valid in Canada. In all cases, automatic coverage is limited to original manufacturer's warranties of ten (10) years or less.

Items which the Cardholder gives as a gift are also covered; however, the Cardholder, not the recipient of the gift, must make any claim for the benefits.

Limitations and Exclusions: The Extended Warranty ends automatically upon the date when the original manufacturer ceases to carry on business for any reason whatsoever.

In addition to any exclusion which may be set out in the manufacturer's warranty, this Extended Warranty does not cover:

(a) computer accessories, printers and scanners, peripherals, or software;

(b) used and/or pre-owned, rebuilt or remanufactured items;
(c) automobiles, motorboats, airplanes, motorcycles, motor scooters, snow blowers, all-terrain vehicles (ATVs), riding lawn mowers, golf carts, lawn tractors, any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts or accessories;
(d) willful acts or omissions and improper installation or alteration;
(e) living plants;
(f) inherent product defects; or
(g) items purchased and/or used by or for a business or for commercial gain.

The Extended Warranty will apply only to any parts and/or labour costs resulting from mechanical breakdown or failure of a protected item or any other obligations that were specifically covered under the terms of the original manufacturer's warranty that is valid in Canada. Therefore, if the original manufacturer's warranty did not have the option for replacement instead of repair, this Extended Warranty will not have the option of replacement.

(See Claims and General Provisions.)

4. GENERAL LIMITATIONS AND EXCLUSIONS

The following limitations and exclusions are applicable to both Purchase Protection and Extended Warranty coverages:
Loss, theft or damage resulting from fraud, abuse, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, damage resulting from normal wear and/or tear, natural disasters, floods, earthquakes, radioactive contamination, Mysterious Disappearance and loss resulting from inherent product defects are not covered. Consequential damages, including but not limited to bodily injury, property damages, punitive or exemplary damages, and attorney's fees are not covered.

Benefit Amount: There is a maximum of $10,000 per incident with a combined lifetime maximum of $60,000 per Credit Card Account for Purchase Protection and Extended Warranty claims combined.

Other Insurance: Purchase Protection and Extended Warranty coverage is in excess of all other applicable valid warranty, insurance, indemnity or protection available to the Cardholder in respect of the item subject to the claim. The Insurer will be liable only for the excess of the amount of the loss, theft or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other coverage has been exhausted and subject to the exclusions, terms and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

5. CLAIMS

Notice of Loss/Proof of Loss/Payment of Claim:

The Cardholder shall call the Insurer at 1-855-849-1640 immediately after learning of any loss or occurrence. The Insurer, upon receipt of such notice of claim by telephone call, will furnish to the Cardholder appropriate claim forms. The Cardholder must keep copies of receipts and other documents described herein to file a valid claim.

The Cardholder must, within ninety (90) days from the date of the loss or occurrence, complete and sign an Insurer Claim Form, which will be provided by the Insurer, and return it to the Insurer at the following address: Manulife Bank Visa Insurance Claims, c/o Manulife

P.O. Box 11023, STN Centre-Ville
Montreal, QC H3C 4V7.

Information required for the claim form

You will be required to submit sufficient documentary evidence to support your claim. This may include, but is not limited to, detailed vendor sales receipt, Card statement, loss report (if applicable), copy of the original manufacturer's warranty, repair estimate, photographs, etc. Additional information may be required upon receipt of your claim form package for each claim.

Failure to furnish such claim package within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to provide such claim form within such time, provided it is furnished within one (1) year from the date on which the loss occurred.

Prior to proceeding with any repair services the Cardholder must notify and obtain approval of the repair services and repair facility from the Insurer. At the Insurer's sole discretion, the Cardholder may be required to send, at his or her own expense, the damaged item on which a claim is based to an address designated by the Insurer.

The Insurer's payment made in good faith will discharge the Insurer to the extent of the claim.

6. GENERAL PROVISIONS

Benefits are for the Cardholder Only: Purchase Protection and Extended Warranty benefits are provided only to the Cardholder. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The Cardholder shall not assign these benefits other than benefits for gifts as expressly provided in this Certificate of Insurance.

Due Diligence: The Cardholder shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the Policies.

Modification of Contract: Terms and conditions of this policy can change at any time and without prior notice. The most current version of this Certificate of Insurance can be accessed through www.manulifebank.ca.

Time of Payment of Claim: Benefits payable under this Certificate will be paid after receipt of due written proof of such loss or repair.

Payment of Claims: All benefits will be payable to the Cardholder in whose name the Credit Card Account is maintained. If a Cardholder dies before receiving a payment of claim, then all benefits will be payable to the Cardholder's estate.

Termination of Coverage: An Insured Person's coverage will automatically terminate on the date when: the Insured Person for any reason ceases to fall within the definition of Insured Person; the Group Master Policy is terminated as provided in the Group Master Policy; or the Cardholder notifies the Policyholder to cancel the Credit Card Account. No losses incurred after such termination date will be paid.

Misrepresentation and Fraud: This entire Certificate shall be null and void if, whether before or after a claim is made, the Insured Person has concealed or misrepresented any material fact or circumstance concerning this Insurance or the subject thereof, or the interest of the Insured Person therein, or in the event of any fraud, attempted fraud or false swearing by the Insured Person relating thereto.

Subrogation: Following the Insurer's payment of an Insured Person's claim for loss or damage, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the name of the Insured Person. The Insured Person shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured Person.

Privacy: We are committed to protecting Your privacy and the confidentiality of Your personal information. We will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate. To protect the confidentiality of Your personal information, we will establish a financial services file from which Your information will be used to administer services and process claims. Access to this file will be restricted to Manulife employees, mandataries, administrators or agents who are responsible for the assessment and investigation of claims, and to any other persons You authorize or as authorized by law. These people, organizations and service providers may be in jurisdictions outside Canada, and subject to the laws of those foreign jurisdictions. Your file is secured in Manulife's offices. You may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, 500 King Street North, P.O. Box 1602, Waterloo, ON N2J 4C6.

Legal Action: Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation, or in the Limitations Act, 2002 in Ontario.

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Manulife Bank

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