

# Personal Bank Holding Account Agreement

Effective January 25, 2023

Thank you for choosing National Bank of Canada and its subsidiaries for your banking products.

This agreement sets out the conditions that apply to your personal account.

You can access your account via:

- our branches,
- our online banking services for select transactions, and
- our call centres.

The transactions or functions available may vary from one channel to another.

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## 1. Your Bank Holding Account

Your bank holding account is used exclusively for the purpose of holding bank type investment products and to make transactions associated with these investment products. You can use the cash in your account to carry out banking transactions associated with these investment products.

Only the following transactions and services are available from your bank holding account:

- deposits and withdrawals associated with the investments held in your account;
- all banking transactions related to the purchase, renewal, and redemption of any eligible investment;
- bank drafts and currency exchange associated with these investment products when you only have a bank holding account with the Bank.

We offer a wide range of investment products. Information about the features and conditions of each of your investment products is provided to you before and during the time of purchase and is reproduced in the documents you receive at that time.

A bank holding account can be held individually, jointly, or in trust.

Our [Fee Guide](#) applies to your bank holding account.

## 2. Deposit Transactions

### 2.1. Cash

Depositing cash directly into your bank holding account is authorized if the transaction:

- is completed via a bank representative at a branch; and
- is solely for the purchase of an investment product.

No fees will be billed for cash deposits at a branch.

#### 2.1.1. Particular circumstances and restrictions

**Cash deposits at an ATM or via online banking** – You may not deposit cash directly into your bank holding account at an ATM or via online banking.

### 2.2. Cheques

#### 2.2.1. Features of a cheque

Depositing cheques directly into your bank holding account is authorized if the transaction:

- is completed via a bank representative at a branch; and
- is solely for the purchase of an investment product.

Cheques must be:

- dated and payable to you;
- in keeping with the standards of all applicable clearing systems;
- legible and unmodified; and
- endorsed (signed on the back) by all payees.

We may accept a cheque made payable to another person that has been endorsed by the payee. However, if we accept it, you guarantee the endorsement.

#### 2.2.2. Access to funds at the time of deposit

If you deposit a cheque, a hold may be placed on a portion of the funds for a certain period of time. Even when the hold period has expired, there is no guarantee that the cheque deposited is valid.

Your account will be debited if the cheque is not paid or if it is returned, in accordance with the applicable rules. We may also impose a longer hold-funds period in certain cases, for example:

- in the event of system or equipment failure;
- further to a decision made by a regulatory body; or
- in other exceptional circumstances, if it is necessary to protect our respective interests.

For more details, please refer to our [Access to funds policy](#), available in branches and on our website [nbc.ca](http://nbc.ca).

#### 2.2.3. Particular circumstances and restrictions

**Cheque deposits at an ATM or via online banking** – You may not deposit cheques directly into your bank holding account at an ATM or via online banking.

**Cheques from an institution that is not a member of Payments Canada** – Your account will be credited only if we collect the amount of the cheque. You assume the risks related to cheque deposits.

**Cheque deposited by another person** – We may refuse a cheque that is deposited on your behalf by another person.



## 3. Withdrawal Transactions

### 3.1. Cheques

You may not issue cheques from your own bank holding account. This account does not allow you to issue cheques.

### 3.2. Pre-authorized debits

You may only consent in advance to automatic debits from your account if it is linked to a Registered Retirement Income Fund (RRIF) or Life Income Fund (LIF). Some conditions apply. You must provide us with the banking information we request.

If a specimen cheque is required to verify your banking information, write “VOID” on the front of the cheque to prevent anyone from using it. You must notify us of any change to your banking information.

To cancel a pre-authorized debit, you must contact us.

No fees will be billed for pre-authorized debits.

### 3.3. Funds transfer

You can transfer funds from your bank holding account over the counter via a bank teller or your branch advisor at a branch. There must be sufficient funds in the account to make the transfer.

You can also transfer funds from your Tax-Free Savings Account (TFSA) via our online banking service at no charge:

- there must be sufficient funds in the account to make the transfer; or
- directly from an investment product that allows it.

You must provide accurate information when carrying out a fund transfer between your accounts held at the Bank. There must be sufficient funds in the account. When funds are transferred from a non-registered account at a financial institution other than the Bank and its subsidiaries, the funds will be accessible after a 48-hour period. This period may be different if the funds are transferred from a registered account.

Fees may apply depending on whether your account is in a registered plan or not. Please refer to the Fee Guide for applicable fees.

A transfer of funds between accounts held at the Bank cannot be cancelled once the funds have been sent or refused by the recipient. A transfer of funds to an account held at another financial institution can be cancelled until it is accepted.

### 3.4. Wire transfers

This account does not allow wire transfers.

### 3.5. Electronic alerts

Your bank holding account does not offer the option of receiving electronic alerts, as it is used exclusively for the purpose of holding bank-type investment products and to make transactions associated with these investment products.

You acknowledge that:

- your bank holding account is used exclusively for the purpose of holding bank-type investment products and to make transactions associated with these investment products;
- you will not be able to complete everyday banking transactions from this account; and
- you will not be charged any fees or penalties by the Bank if there is a negative or zero cash balance in this account.

### 3.6. Overdrafts

This account does not allow overdrafts. We will refuse withdrawals from your account if the cash balance becomes negative.

This account does not offer the option of enrolling in overdraft protection.

## 4. Interest and Fees

### 4.1. Interest on the account balance

No interest will be paid on a positive cash balance in your account.

### 4.2. Fees applicable to the account

#### 4.2.1. Non-registered plan

There are no fees applicable to non-registered bank holding accounts except for certain authorized transactions such as bank drafts and conversion exchange.

The applicable fees are set out in the [Fee Guide](#) which is provided to you when you open your account. It is available in branches and online at [nbc.ca](http://nbc.ca).

We revise these fees regularly. We will notify you of any increases or new fees at least 30 days before the effective date.



#### 4.2.2. Registered plan

Some fees apply to registered bank holding accounts. The applicable fees are set out in the [Fee Guide](#), which is provided to you when you open your account. It is available in branches and online at [nbc.ca](#).

We revise these fees regularly. We will notify you of any increases or new fees at least 30 days before the effective date.

#### 4.3. Currency conversion fees (if you only hold a bank holding account with the Bank)

We may accept the deposit of a cheque made in a currency other than the currency of your account. This applies to cheques in U.S. dollars drawn on banks located in the United States and cheques in euros drawn on banks located in France only.

The amount of the cheque will be converted into the currency of your account at our exchange rate in effect at the time of conversion. Our exchange rate is available at [nbc.ca](#).

Fees are applicable for the deposit an instrument in a currency other than the currency of your account. These fees are set out in the [Fee Guide](#).

The applicable exchange rate may be different depending on the date and time the cheque is converted. For example, if the cheque is returned, the amount credited to your account may be different from the amount that was debited.

#### 4.4. Packages and banking offers

The bank holding account is not available through any of our packages, plans or other banking offers.

#### 4.5. When fees are charged

Fees are charged at the time of the transaction.

### 5. Debit Card

This account does not offer access to a debit card. You cannot make transactions from this account at an ATM or through participating payment networks.

## 6. Types of Accounts

### 6.1. Joint account (two or more holders)

#### 6.1.1. Powers of each joint holder

Joint holders have the same rights and obligations regarding the management of the account. Without the consent of the other joint holders, each holder can:

- carry out all authorized transactions in the account, such as deposits and withdrawals;
- purchase, renew, and redeem any eligible investment;
- manage the account (for example, close the account); and
- make administrative decisions regarding the account (for example, changing the mailing address or agreeing to receive electronic communications).

If you require the consent of all joint holders for some account transactions, you must inform your branch when you open the account. You will not be able to do this later without closing the account.

#### 6.1.2. Your liability

Each joint holder is jointly and severally (in Quebec, solidarily) liable for:

- transactions in the account;
- changes to the account; and
- reimbursement of all amounts due to the use of the account, regardless of who carried out the transaction.

You are responsible for informing the other joint holders if you make changes to the account.

You must notify us of any irregular transactions made in your account.

#### 6.1.3. Withdrawal of a joint holder

The withdrawal of a joint holder will result in a joint account being closed.



#### 6.1.4. Closure of the account

The joint account may be closed by only one of the joint holders, provided that all your investment products held in the account have matured.

An investment product has matured when:

- it has matured without being automatically renewed;
- all the funds invested in the investment product have been redeemed when applicable; or
- it is cancelled.

The joint holder will then be able to take possession of the funds in the account, unless more than one signature is required when the account is closed. We can also issue a bank draft payable to the order of all joint holders.

Some fees apply for the issuance of a bank draft. Please refer to the [Fee Guide](#).

The joint holder who has closed the account is responsible for informing the other joint holders.

#### 6.1.5. Death of a joint holder

In Canada, including Quebec, in the event of death of one of the joint holders, the account is frozen until such time as a legal representative is appointed to settle the estate. In the meantime, we may allow withdrawals for emergency expenses and funeral costs if you hold only a bank holding account with the Bank.

In a province or territory other than Quebec, if the joint holders chose the “right of survivorship” option when opening the account, a joint account includes a right of ownership with survivorship. In the event of death, the surviving account holders maintain ownership of the funds in the account and continue to manage it.

We have no obligation to the estate of a deceased account holder.

We are not responsible for losses, damages or fees, including legal fees resulting from litigation between the estate and others involved.

#### 6.1.6. Documents and communications

All joint holders must notify us of their change of address. If a document is returned to us, subsequent documents will not be sent until the address is updated.

When you open the account, you must designate a holder to receive the account statement. Joint holders receive all other account-related documentation.

For more information on joint accounts, please refer to our brochure [Power of Attorney and Joint Account – Useful information](#) available at your branch and online at [nbc.ca](#).

### 6.2. In-trust accounts

A trust account (also called “in-trust account”) is an account that you hold for a specific purpose or for the benefit of another third party. You are the only person authorized to give us instructions concerning this account.

In the event of death, your legal representative (attorney, trustee, tutor, agent, temporary representative, liquidator of an estate) can exercise rights over the account, not the beneficiary of the account.

To benefit from the protection of deposit insurance coverage, you must provide us with regulatory information regarding the beneficiary of the in-trust account annually upon request.

### 6.3. Account for a minor child

It is possible to open an account for a child between 0 and 6 years old. A parent or guardian must authorize the opening of this account. The parent or guardian is the account holder and owner of the funds.

From the age of 7, a child can open a bank holding account without the permission of the parent or guardian.

The child will be able to view their transactions via online banking.



## 6.4. Account managed by another person

### 6.4.1. Agent

You may appoint someone to act on your behalf via a power of attorney. The power of attorney is an agreement between you and the person representing you (the agent) and sets out the specific powers of the agent.

You are bound by the transactions and decisions made by your agent. The agent is personally liable for the transactions made on the account.

For additional information, please refer to our [Power of Attorney and Joint Accounts – Useful information](#) brochure available at your branch and online at [nbc.ca](http://nbc.ca).

### 6.4.2. Legal representative

When you are appointed as a legal representative (attorney, trustee, tutor, agent, temporary representative, liquidator of an estate), you represent and defend the interests of another person.

You must manage another person's account in their best interest. The funds in the account must be managed separately from your own funds, and you may not use these funds for your personal reasons.

We may refuse to accept a transaction made or instruction given by a legal representative.

In the event of death, the account is frozen until such time as a legal representative is appointed to settle the estate. In the meantime, we may allow withdrawals for emergency expenses and funeral costs if you hold only a bank holding account with the Bank.

## 7. General Conditions

### 7.1. Authentication

The password you choose is intended to authenticate you. Your password is your electronic signature and confirms your instructions and transactions. You must notify us immediately if you believe that an unauthorized person is acting on your behalf.

We may rely on any electronic communication from you or that appears to come from you and which we deem to be authentic. We are not required to ask for additional personal information to authenticate you.

If you send instructions electronically, you accept the associated risks, such as failed delivery of the instructions. We are not liable for any loss that results from the execution of these instructions, except in the case of intentional or gross fault on our part.

### 7.2. Statement verification

You must verify the accuracy of the transactions recorded on your statement that you receive periodically. You must inform us immediately if you do not receive your statements.

If you see an irregular entry, you must report it to us within 30 days following the statement date. After that period, the Bank will not be liable for such entries, and all entries will be deemed to be accurate and final.

An irregular entry can be due to:

- an error;
- an instruction that you have not authorized; or
- fraud of which you are the victim.

Each time you access your account using our online services, we consider that you have reviewed the entries regarding your account. You must notify us immediately if you notice any irregular entry in order to limit your loss.

### 7.3. Transmission of documents

#### 7.3.1. By mail

All documents (including statements, trade confirmations related to investment products, tax slips, and powers of attorney) are sent by mail to your most recent address appearing in our records.

You must inform us of any change of address. If a document is returned to us, future documents will no longer be sent to you until you have updated your address.

If your account is a joint account, please refer to section 6.1.



### 7.3.2. Electronically

If you have agreed to electronic communications, we may communicate with you via:

- our online services;
- our mobile app; or
- digital channels (email and text messages).

You are deemed to have received the document as soon as it is sent through our systems.

You will be informed by email when a document is available on our online services, such as your monthly statement.

If your account is a joint account, please refer to section 6.1.

If the document is of public or regulatory interest, it will also be available at [nbc.ca](http://nbc.ca).

## 7.4. Amendments to the agreement

We may at any time amend this agreement, including the following clauses:

- Your Personal Bank Holding Account
- Deposit Transactions
- Withdrawal Transactions
- Interest and Fees
- Types of Accounts
- General conditions
- Rights and Obligations of the Parties
- Legal Clauses
- Our Contact Information
- Complaint Settlement

At least 30 days prior to the amendment taking effect, we will send you a written notice setting out:

- the new or amended clause of the agreement;
- the previous version of the amended clause; and
- the effective date of the amendment.

An amendment to this agreement does not create a new agreement. The unchanged clauses continue to apply.

## 7.5. Death

In the event of death, the account is frozen until such time as a legal representative is appointed to settle the estate. In the meantime, we may allow withdrawals for emergency expenses and funeral costs if you hold only an investment account with the Bank.

If your account is a joint account, please refer to section 6.1.5.

## 7.6. Inappropriate, unauthorized, illegal or abusive use of one of your accounts

We may limit the use of your account, or immediately close it without notice or delay, if you use it in a manner that is inappropriate, unauthorized, illegal or abusive.

Note that your account must be used for personal purposes only. It may not be used in the operation of a business without our authorization.

## 7.7. Termination of agreement

### 7.7.1. Your right to terminate this agreement

You may terminate this contract provided that all investment products have matured.

An investment product has matured when:

- it has matured without being automatically renewed;
- all the funds invested in the investment product have been redeemed when applicable; or
- it is cancelled.

You must visit a branch or contact us at the number listed at the end of this contract.

#### a. Cancellation within 14 days of opening

You may choose to close your account within 14 business days of the date your account was opened. You must withdraw all funds and investment products from your account within that same period. We will close your account without charge, except for any fees related to your investment products and any fees related to services you have specifically requested for the non-registered account (e.g., issuing a bank draft, transaction involving currency conversion, etc.).

Closing fees apply if your account is in a Registered Retirement Savings Plan (RRSP), Locked-in Retirement Savings Plan (LRSP), or Locked-in Retirement Account (LIRA). The applicable fees are set out in our [Fee Guide](#).



## **b. After 14 days of opening the account**

You may also choose to close your account more than 14 business days from the date your account was opened. You must:

- withdraw all funds and investment products from your account;
- pay all fees relating to the operation and use of your account (if any);
- pay all fees related to your investment products; and
- pay any fees we incurred in providing you with this account.

Closing fees apply if your account is in a Registered Retirement Savings Plan (RRSP), Locked-in Retirement Savings Plan (LRSP), or Locked-in Retirement Account (LIRA). The applicable fees are set out in our [Fee Guide](#).

## **7.7.2. Our right to terminate this agreement**

We may terminate this agreement at any time by sending you a reasonable prior written notice.

We can terminate this agreement at any time without notice if:

- required by a regulatory authority or applicable law;
- we have reasonable cause to believe that you are using your account or our services in a manner that is inappropriate, non-authorized, illegal or abusive;
- you compromise the security of our systems; or
- in the event of force majeure.

# **8. Rights and Obligations of the Parties**

## **8.1. Rights and obligations of the Bank**

### **8.1.1. Withdrawal of funds from your account (right of set-off)**

We have the right to withdraw funds from your account to pay any amount that you owe us in connection with your investment products or specific transactions you request in connection with your account. For example:

- fees to issue a bank draft;
- fees for transferring funds from a registered plan account.

When we exercise our right of set-off, we may, without notice:

- withdraw funds from any account held with us.

## **8.1.2. Controlling your access**

We may limit or block access to your account or to any of our services if:

- you fail to comply with the conditions of this contract;
- your account is the subject of legal proceedings or claims; or
- we suspect illegal or fraudulent activity, such as cybercrime or financial exploitation.

## **8.1.3. Limitation of liability**

We are not liable for loss or damage arising from this agreement unless it results from an intentional or gross fault on our part.

We are not liable for any loss or damage resulting from:

- fraud or unauthorized activity committed by you or any other holder on the account;
- your failure to comply with our instructions;
- incomplete, inaccurate, or misleading information or instructions;
- a delay in our processing of any of your requests where such delay is out of our control;
- our services (including their availability);
- Internet network;
- networks you connect to with your device;
- the protection of information exchanged via electronic communication channels;
- software or applications; or
- the devices you use.

We are also not liable to you for indirect, consequential, special, and punitive damages, where applicable.

We are also not liable for any loss resulting from force majeure, cybercrime or cyberthreat, technical failure, unavailability of our systems or any other event beyond our control, unless it results from an intentional or gross fault on our part.



## 8.2. Your obligations

### 8.2.1. Outstanding cheques

You may not issue cheques from your bank holding account.

If we have paid a cheque to you and do not receive payment, we may debit the amount of your account. You are responsible for disputing the cheque directly with the payer or the financial institution from which it was drawn.

You waive the right to dispute a cheque that you have signed, endorsed, or deposited.

### 8.2.2. Investigation

We may conduct an investigation because of activity related to your bank holding account. You must cooperate with us in good faith and provide us with any information or evidence upon request.

### 8.2.3. Security

You may only grant security (collateral) over your investment products with our authorization.

To secure repayment of any amounts that you owe us, the funds and investment products in your account are encumbered by a security interest in our favour.

## 8.3. Peace of Mind Guarantee regarding our online banking services

You benefit from our *Peace of Mind Guarantee* regarding our online banking services. This guarantee provides for reimbursement of a loss to your account if you follow the security tips. These tips are available at [nbc.ca](https://www.nbc.ca), under the *ABCs of Security* tab.

This guarantee only covers the loss to your account and applies if, after our verification:

- you have followed our security measures;
- you are found to be the victim of fraud;
- you did not authorize a transaction;
- you notified us without delay; and
- you have cooperated with any investigation.

We offer no other guarantee regarding:

- our services (including their availability);
- Internet networks;
- networks you connect to with your device;
- the protection of information exchanged via electronic communication channels;
- the actions of third parties or merchants;
- software or applications;
- merchants' terminals; and
- the devices you use.

## 9. Legal Clauses

### 9.1. Assignment of this agreement

We may transfer the account and the amounts owed to us under this agreement to another person. This transfer may be made without your consent, with or without the benefit of the rights provided for in this agreement or a security.

You may not assign your rights under this agreement to another person without obtaining our prior written authorization.

This agreement is legally binding on our successors and assigns, as well as on your heirs and legal representatives.

### 9.2. Legal proceedings relating to your account

If the account is the subject of a dispute, objection, seizure, a request by a regulatory authority, or a lawsuit, you must intervene and assume our legal costs.

### 9.3. If we do not exercise any of our rights

Any omission on our part to exercise any of our rights does not prevent us from exercising that right in the future.

### 9.4. Applicable legislation governing law

This agreement will be governed by and interpreted in accordance with the laws of the province or territory where you reside. If you do not reside in Canada, this agreement will be governed by the laws of the province of Quebec.



## 9.5. Conditions applicable when moving to another province or territory

If you move to another province or territory, you agree that the conditions of your account may change depending on your new province or territory of residence. No notice will be given to you of these changes.

## 9.6. Conflict between agreements

Other agreements with us may also apply to your account. For example:

- the [Fee Guide](#);
- agreements relating to our online banking services.

In the event of a conflict between the provisions of this agreement, a security or any other agreement relating to the account and our banking services, the provisions of this agreement prevail.

## 9.7. Language

You have requested that this agreement be drawn up in English. *Vous confirmez votre volonté que ce contrat soit rédigé en anglais.*

## 9.8. Taxes

Interest earned on your investment products held in a non-registered account is taxable in the taxation year in which it is earned. We will send you the required tax slips, as applicable.

## 9.9. Dormant accounts and unclaimed balances

If after a certain period, you do not make any transactions, your account becomes dormant. We will periodically send you inactive account notices to the last addresses appearing in our records, as required by the law.

We will close the account if:

- all investment products are expired and the account is inactive for a period of 10 years. Any balance in this inactive account is transferred to the Bank of Canada.

For additional information on how to claim an unclaimed balance, please contact the Bank of Canada directly:

### Bank of Canada – Unclaimed Balances Department

234 Wellington Street, Ottawa, Ontario K1A 0G9

Telephone: **1-800-303-1282**

Website: [bankofcanada.ca/unclaimed-balances](http://bankofcanada.ca/unclaimed-balances)

Email: [info@banqueducanada.ca](mailto:info@banqueducanada.ca)

## 9.10. Deposit insurance and other coverage

National Bank of Canada is a member of the Canada Deposit Insurance Corporation (CDIC). Some of your investment products issued by National Bank of Canada or Natcan Trust Company may be protected under the *Canada Deposit Insurance Corporation Act* if they meet certain requirements.

For more information, please contact us or the CDIC:

### Canada Deposit Insurance Corporation

50 O'Connor Street, 17<sup>th</sup> floor

Ottawa, Ontario K1P 6L2

Telephone: **1-800-461-7232**

Website: [cdic.ca](http://cdic.ca)

Email: [info@cdic.ca](mailto:info@cdic.ca)

Some of your investment products issued by National Bank Trust may be protected under the *Deposit Institutions and Deposit Protection Act (Quebec)* if they meet certain requirements.

For more information, please contact us or the Autorité des marchés financiers:

### Autorité des marchés financiers

800 du Square-Victoria Street, 22<sup>nd</sup> floor

P.O. Box 246, Place Victoria

Montréal, Quebec H4Z 1G3

Telephone – Québec City: **418-525-0337**

Telephone – Montréal: **514-395-0337**

Toll-free number: **1-877-525-0337**

Website: [lautorite.qc.ca/en/general-public/compensation-and-deposit-protection](http://lautorite.qc.ca/en/general-public/compensation-and-deposit-protection)



## 10. Complaint Settlement

For more information on our complaint settlement process, please visit [nbc.ca](http://nbc.ca). Go to the “Useful links” section at the bottom of the page and select “[Complaint settlement](#)” or call **1-888-835-6281**.

### We collect, use and disclose your personal information

The Bank and its subsidiaries collect, use and communicate your personal information, in particular to:

- verify your identity;
- provide you with the requested products and services and manage your account;
- understand your financial needs to select products and services that suit you and improve your interactions with the Bank, unless you refuse;
- prevent fraud, manage risks and comply with laws
- enable the Bank to improve and develop its products and services and better understand its customers;
- enable the Bank to present offers and other promotional communications or those of its business partners, unless you refuse; or
- for any other purpose set out in our [Privacy Policy](#) available on [nbc.ca](http://nbc.ca).

Your personal information will be kept by the Bank and its subsidiaries for a reasonable period of time following the end of the business relationship in order to comply with their legal obligations.

The policy mentions, among others:

- what information we collect, with whom we communicate it and how we use and store it;
- your options and rights; and
- how to manage your consent.

→ If you have any questions, you can contact your branch staff or our Chief Privacy Officer at [confidentiality@nbc.ca](mailto:confidentiality@nbc.ca).

→ Should you have any questions,  
do not hesitate to contact us.

514-394-5555 | 1-888-835-6281

[nbc.ca](https://www.nbc.ca)