

**Introduction:** This application is for a Personal Equitable Bank CSV MAX Line of Credit. This product is available to borrowers who have a qualifying whole life insurance policy with an approved carrier. A list of partnered insurers is available on Equitable Bank's website.

In addition to a completed Application, Equitable Bank will require the following to begin the approval process:

1. A policy summary from a partnered insurer (must be no more than 30 days old)
2. An inforce life insurance illustration of the relevant policy
3. Supporting income documents (as applicable and as further set out in Schedule A)

If your Application is conditionally approved, Equitable Bank will send you an Approval Letter to review and sign. The Approval Letter will set out a number of additional documents and conditions that must be provided or satisfied prior to funding.

This Application must be completed by each owner listed on the applicable insurance policy.

INFORMATION ON PRIMARY APPLICANT			
LAST NAME	FIRST NAME	MIDDLE INITIAL	GENDER <input type="checkbox"/> M <input type="checkbox"/> F
MAIDEN NAME (IF APPLICABLE)	SOCIAL INSURANCE NUMBER	DATE OF BIRTH	
CURRENT HOME ADDRESS			
CITY	PROVINCE	POSTAL CODE	
PREVIOUS HOME ADDRESS (WITHIN PAST TWO YEARS) (IF APPLICABLE)			
CITY	PROVINCE	POSTAL CODE	
MAILING ADDRESS <input type="checkbox"/> same as Current Home Address			
CITY	PROVINCE	POSTAL CODE	
HOME PHONE NUMBER	BUSINESS PHONE NUMBER	EMAIL ADDRESS	
EMPLOYMENT STATUS <input type="checkbox"/> Employed <input type="checkbox"/> Retired <input type="checkbox"/> Other (provide details):			
CURRENT EMPLOYER NAME			
OCCUPATION <sup>1</sup>		NUMBER OF YEARS WITH EMPLOYER	
EMPLOYER ADDRESS			

<sup>1</sup> Vague description such as "Business-for-Self", "self-employed", "consultant", "investor", "business owner", "businessman", "entrepreneur" or "Signing Officer" is not acceptable. The occupation must clearly reflect the nature of the work and the industry in which it is performed.

CITY		PROVINCE	POSTAL CODE
EMPLOYER PHONE NUMBER	BUSINESS PHONE NUMBER	EMAIL ADDRESS	
PREVIOUS EMPLOYER (IF LESS THAN TWO YEARS WITH CURRENT EMPLOYER)			
<b>POLITICALLY EXPOSED PERSON (PEP) CERTIFICATION</b> (check the appropriate box) I hereby certify that I am: <input type="checkbox"/> NOT a Politically Exposed Person as defined in Schedule B. <input type="checkbox"/> a Politically Exposed Person, as defined in Schedule B.			

<b>INFORMATION ON JOINT APPLICANT</b> (if applicable)			
LAST NAME	FIRST NAME	MIDDLE INITIAL	GENDER <input type="checkbox"/> M <input type="checkbox"/> F
MAIDEN NAME (IF APPLICABLE)	SOCIAL INSURANCE NUMBER	DATE OF BIRTH	
HOME ADDRESS <input type="checkbox"/> same as Primary Applicant			
CITY	PROVINCE	POSTAL CODE	
PREVIOUS HOME ADDRESS (WITHIN PAST TWO YEARS) (IF APPLICABLE)			
CITY	PROVINCE	POSTAL CODE	
MAILING ADDRESS <input type="checkbox"/> same as Home Address			
CITY	PROVINCE	POSTAL CODE	
HOME PHONE NUMBER	BUSINESS PHONE NUMBER	EMAIL ADDRESS	
EMPLOYMENT STATUS <input type="checkbox"/> Employed <input type="checkbox"/> Retired <input type="checkbox"/> Other (provide details):			
EMPLOYER NAME			
OCCUPATION <sup>2</sup> (include title and industry)		NUMBER OF YEARS WITH EMPLOYER	
EMPLOYER ADDRESS			
CITY	PROVINCE	POSTAL CODE	
EMPLOYER PHONE NUMBER	BUSINESS PHONE NUMBER	EMAIL ADDRESS	

<sup>2</sup> Vague description such as "Business-for-Self", "self-employed", "consultant", "investor", "business owner", "businessman", "entrepreneur" or "Signing Officer" is not acceptable. The occupation must clearly reflect the nature of the work and the industry in which it is performed.

PREVIOUS EMPLOYER (IF LESS THAN TWO YEARS WITH CURRENT EMPLOYER)
<b>POLITICALLY EXPOSED PERSON (PEP) CERTIFICATION</b> (check the appropriate box) I hereby certify that I am: <input type="checkbox"/> NOT a Politically Exposed Person as defined in Schedule B. <input type="checkbox"/> A Politically Exposed Person, as defined in Schedule B.

INFORMATION OF LIFE INSURANCE POLICY	
(whole life policy used as security for the CSV MAX Line of Credit)	
POLICY NUMBER	INSURANCE COMPANY
DATE OF ISSUANCE	FACE VALUE \$
NAME OF POLICY OWNER (FIRST, MIDDLE INITIAL, LAST)	
NAME OF JOINT POLICY OWNER (FIRST, MIDDLE INITIAL, LAST) (IF APPLICABLE)	
NAME OF LIFE INSURED (FIRST, MIDDLE INITIAL, LAST)	DATE OF BIRTH
NAME OF JOINT LIFE INSURED (FIRST, MIDDLE INITIAL, LAST) (IF APPLICABLE)	DATE OF BIRTH
HAS AN IRREVOCABLE BENEFICIARY BEEN NAMED ON THE POLICY? <input type="checkbox"/> Yes <input type="checkbox"/> No	
HAS A POLICY OWNER'S SPOUSE BEEN DESIGNATED AS A BENEFICIARY ON THE POLICY? <input type="checkbox"/> Yes <input type="checkbox"/> No	

ADDITIONAL INFORMATION	
TOTAL COMBINED VALUE OF FINANCIAL SECURITIES  \$ _____	TOTAL COMBINED GROSS ANNUAL INCOME (FROM ALL SOURCES)  \$ _____ See Schedule A for a list of supporting documents to include with Application
HOW DO YOU INTEND TO USE THE FUNDS FROM THE CSV LINE OF CREDIT?	
<b>THIRD PARTY CERTIFICATION (to be completed where individual is the borrower or signing officer)</b> I hereby certify that this account: (check the appropriate box)	
<input type="checkbox"/> will not be used by, or on behalf of, or be for the benefit of, a third party as defined in Schedule C.	<input type="checkbox"/> <u>Will</u> be used by, or on behalf of, or be for the benefit of, a third party as defined in Schedule C.  If you check this box you <u>must</u> also complete the third party information form found in Schedule C

<b>FINANCIAL INFORMATION (PRIMARY APPLICANT)</b> <i>(complete as applicable)</i>					
<b>LIABILITY/PAYMENTS</b>	<b>DESCRIPTION</b> (include lender name)	<b>BALANCE</b>	<b>CREDIT LIMIT</b>	<b>MONTHLY PAYMENT</b>	<b>PAY OFF USING CSV FUNDS?</b>
MORTGAGE/RENT					<input type="checkbox"/> Yes <input type="checkbox"/> No
LOAN					<input type="checkbox"/> Yes <input type="checkbox"/> No
LINE OF CREDIT					<input type="checkbox"/> Yes <input type="checkbox"/> No
CREDIT CARD					<input type="checkbox"/> Yes <input type="checkbox"/> No
PROPERTY TAXES					<input type="checkbox"/> Yes <input type="checkbox"/> No
PROPERTY TAX ARREARS					<input type="checkbox"/> Yes <input type="checkbox"/> No
SUPPORT PAYMENTS					<input type="checkbox"/> Yes <input type="checkbox"/> No
OTHER: _____					<input type="checkbox"/> Yes <input type="checkbox"/> No
OTHER: _____					<input type="checkbox"/> Yes <input type="checkbox"/> No
OTHER: _____					<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>FINANCIAL INFORMATION (JOINT APPLICANT)</b> <i>(complete if and as applicable)</i>					
<b>LIABILITY/PAYMENTS</b>	<b>DESCRIPTION</b> (include lender name)	<b>BALANCE</b>	<b>CREDIT LIMIT</b>	<b>MONTHLY PAYMENT</b>	<b>PAY OFF USING CSV FUNDS?</b>
MORTGAGE/RENT					<input type="checkbox"/> Yes <input type="checkbox"/> No
LOAN					<input type="checkbox"/> Yes <input type="checkbox"/> No
LINE OF CREDIT					<input type="checkbox"/> Yes <input type="checkbox"/> No
CREDIT CARD BALANCE					<input type="checkbox"/> Yes <input type="checkbox"/> No
PROPERTY TAXES					<input type="checkbox"/> Yes <input type="checkbox"/> No
PROPERTY TAX ARREARS					<input type="checkbox"/> Yes <input type="checkbox"/> No
SUPPORT PAYMENTS					<input type="checkbox"/> Yes <input type="checkbox"/> No
OTHER: _____					<input type="checkbox"/> Yes <input type="checkbox"/> No
OTHER: _____					<input type="checkbox"/> Yes <input type="checkbox"/> No
OTHER: _____					<input type="checkbox"/> Yes <input type="checkbox"/> No

**Consent Regarding Disclosure to Multiple Borrowers (only applicable if there is a Joint Applicant)**

All borrowers have the right to be provided with certain disclosure documents setting out details regarding the cost of borrowing. These disclosures will always be provided to the Primary Applicant. The Joint Applicant (if applicable) may choose (i) to have their own disclosure documents provided to them separately OR (ii) to have a single copy of the disclosure documents provided to the Primary Applicant on the Joint Applicant's behalf. Please indicate below if the Joint Applicant would like to receive separate disclosure documents. The selection made below may be changed at any time by contacting Equitable Bank.

- Yes**, Joint Applicant would like to receive separate disclosure documents
- No**, Joint Applicant would NOT like to receive separate disclosure documents  
(documents will only be provided to the Primary Applicant)

**Privacy**

By completing this Application, you agree that Equitable Bank may collect, use and disclose your information in accordance with the terms of its Privacy Agreement and federal legislation, which may include providing information to third parties. You acknowledge that providing your Social Insurance Number in this Application is optional. If you choose to provide it, Equitable Bank may use it in accordance with its Privacy Agreement. You further consent to Equitable Bank obtaining a credit report from any credit reporting agency in connection with this Agreement, on an annual or more frequent basis, as Equitable Bank deems necessary. A copy of the Privacy Agreement is attached to this Application as Schedule D and is also available on Equitable Bank's website and in its offices. You may also request a copy of the Privacy Agreement by contacting Equitable Bank.

**Customer Complaint Handling Procedures**

We are committed to delivering a high standard of service to our customers. If you have a concern or a complaint about the service we provide, we want to hear from you so that we can try to make things right as quickly and efficiently as possible. Our Customer Complaint Handling Procedures set out full details of Equitable Bank's process and are available on our website and in our offices. A copy of these procedures is attached to this Application as Schedule E. You may also request a copy of these procedures by contacting Equitable Bank.

**Credit Limit**

The minimum approvable credit limit for this product is \$15,000. To qualify, applicants must have a cash surrender value (CSV) of at least \$16,666. This is based on a maximum loan to value ratio of 90%, however there is no guarantee that all borrowers will qualify for this amount.

**Signatures**

By signing below, you certify that all information provided by you in this Application is true and accurate in all respects and that you will immediately notify Equitable Bank if any of this information changes. Your signature further signifies your acceptance of the terms set out in this Application and your acknowledgement that Equitable Bank is in no way obligated to approve your Application.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Primary Applicant: \_\_\_\_\_ Joint Applicant (if applicable): \_\_\_\_\_

INFORMATION ON BROKER/ADVISOR			
LAST NAME		FIRST NAME	MIDDLE INITIAL
ADVISOR NUMBER WITH APPLICABLE INSURANCE CARRIER			
ADDRESS			
CITY		PROVINCE	POSTAL CODE
HOME PHONE NUMBER	BUSINESS PHONE NUMBER	EMAIL ADDRESS	
FOR HOW LONG HAS THE BROKER/ADVISOR KNOWN THE APPLICANT(S)?	HAS THE BROKER/ADVISOR SOLD OTHER FINANCIAL OR INSURANCE PRODUCTS TO THE APPLICANT(S) IN THE PAST? <input type="checkbox"/> Yes <input type="checkbox"/> No  IF YES, PLEASE SPECIFY: _____		
PLEASE CHECK THIS BOX IF THE BROKER/ADVISOR WOULD LIKE TO <b>OPT OUT</b> OF RECEIVING COMMISSIONS RELATING TO THIS APPLICATION/CSV LINE OF CREDIT <input type="checkbox"/>			

**Schedule A****Supporting Income and Net Worth Documents:**

In order for your Application to be considered complete, you must provide the following income qualification documents together with your Application. If the documentation listed below is not available, please contact your advisor prior to submitting your Application to discuss alternative options. In certain instances, Equitable Bank may also require that additional documents be submitted as part of the approval process.

**Salaried or Hourly Borrowers:**

Salaried or hourly borrower's (with a CSV greater than or equal to \$110,000) need to provide one of the following:

1. Notice of Assessment from the most recent year
2. The most recent T4 and (if applicable) T5 Statements
3. Letter of employment and recent pay stub (both from within the last 90 days)

**Self Employed or Commissioned Borrowers:**

Self Employed or commissioned borrower's (with a CSV greater than or equal to \$110,000) need to provide one of the following:

1. Accountant-prepared T1 General
2. Accountant prepared financial statements from within the last 12 months
3. Most recent T4A
4. Minimum 6 months' Commission statements from most recent year
5. Commission Income Letter from Employer from within 60 days (showing an accumulation of income earned)
6. Notice of Assessment from the most recent year

All Self Employed, or Commissioned Borrower's also need to provide one of the following:

1. Articles of incorporation
2. Master business license
3. Bank reference letter
4. HST/GST Returns

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**Schedule B****Politically Exposed Person (PEP):**

A PEP is a person who is a “senior political figure” or “head of an international organization”, any member of his/her “immediate family,” or any of his/her “close personal or business associates”. The “head of an international organization” means the head of an international organization that is established by the governments of states or the head of an institution of any such organization.

A **senior political figure** is an individual who holds or has ever held in the past, one of the following offices or positions in or on behalf of **Canada** or a **foreign** country:

- Governor General, lieutenant governor or head of state or government;
- a member of the executive council of government, Senate or House of Commons or member of a legislature;
- a deputy minister (or equivalent rank);
- an ambassador or an ambassador’s attaché or counselor;
- a military general (or higher rank);
- holder of any prescribed office or position;
- a president of a corporation that is wholly owned directly by her Majesty in right of Canada or a province; or president of a state owned company or bank;
- a head of government agency;
- a judge;
- a leader or president of a political party in a legislature; or
- mayor

PEP also includes the senior political figure’s or the head of an international organization’s **immediate family members** as described below:

- spouse or common law partner;
- child; brother, sister, half-brother or half-sister;
- mother or father; or
- spouse’s or common-law partner’s mother or father.

PEP also includes a “close associate”. A close associate can be an individual who is closely connected to a PEP for personal or business reasons. The term “close associate” is not intended to capture every person who has been associated with a PEP.



**Schedule C**

**Third Party Determination** – A **Third Party** is a person (i.e., an individual or entity), other than the account holder, guarantor or those authorized to give instructions on the account, who would make a financial contribution to or would have a financial interest in or would receive financial benefit from the account; and/or exerts or appears to exert control over what happens with the account. Exceptions are gifts. An individual or entity acting under a POA is a Third Party.

Complete for an Individual:

FULL NAME	
ADDRESS	
CITY	PROVINCE
COUNTRY	POSTAL CODE
OCCUPATION <sup>1</sup>	DATE OF BIRTH

<sup>1</sup> Vague description such as “Business-for-Self”, “self-employed”, “consultant”, “investor”, “business owner”, “businessman”, “entrepreneur” or “Signing Officer” is **not acceptable**. The occupation must clearly reflect the nature of the work and the industry in which it is performed.

**OR**

Complete for a Corporation:

NAME OF BUSINESS	
NATURE OF BUSINESS	
INCORPORATION NUMBER AND PLACE OF ISSUE	
ADDRESS	CITY
COUNTRY	POSTAL CODE

What is the relationship between the individual identified by the applicable identification verification form and the Third Party?

- |                                   |                                   |  |  |
|-----------------------------------|-----------------------------------|--|--|
| <input type="checkbox"/> Agent    | <input type="checkbox"/> Borrower | <input type="checkbox"/> Employee          | <input type="checkbox"/> Friend                |
| <input type="checkbox"/> Relative | <input type="checkbox"/> Trustee  | <input type="checkbox"/> Power of Attorney | <input type="checkbox"/> Other (specify) _____ |

Additional Comments:

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NAME OF PERSON OR FIRM COMPLETING THIS FORM	
SIGNATURE	DATE

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## Schedule D Privacy Agreement

Equitable<sup>3</sup> is committed to protecting all Personal Information obtained in the course of conducting our business.

In this Privacy Agreement, **'we'**, **'our'**, and **'us'** refer to Equitable, and **'you'** and **'your'** refer to each customer, guarantor or power of attorney, if applicable. The term **'Personal Information'** refers to information in any form about an identifiable individual (e.g., contact information, account numbers, or details such as age, marital status, and financial information). Equitable is accountable for all Personal Information in our possession. To help us meet this commitment, we have designated a Chief Privacy Officer to oversee our privacy program and practices.

This Agreement has been designed to comply with the *Personal Information Protection and Electronic Documents Act* ('PIPEDA') and explains:

- the types of Personal Information we collect;
- how your Personal Information is used;
- how your Personal Information may be shared;
- the steps we take to ensure your Personal Information is handled in a safe and secure manner;
- how you can access the Personal information we retain and how to keep it accurate; and
- how to contact us with any privacy concerns.

This Agreement does not apply to the Personal Information of Equitable's employees.

### Collecting Your Personal Information

Personal Information may be collected from you directly, from your interactions with us, and from other sources outside our organization including from government agencies and registries, law enforcement authorities, public records, credit reporting agencies, other financial institutions, service providers, agents and other organizations with whom you have arrangements or in accordance with their respective terms and conditions and/or privacy policies, or any other source, with your consent or as permitted or required by law. This information may be obtained by telephone, in writing or electronically. For legal entities such as businesses, partnerships, trusts, estates or other organizations, we may collect information from each authorized person, partner, trustee and executor, as appropriate.

You authorize the collection of Personal Information from these sources, and where applicable, you authorize these sources to provide us your Personal Information.

When you apply for, provide a guarantee in respect of, or use any product or service, and while you are our current or former client, or act on behalf of one, we may collect and confirm Personal Information about you such as:

- information establishing your identity (such as your name, address, email address, mobile telephone number, occupation, date of birth and other identification documents required by law);
- information to authenticate your identity such as knowledge-based information (i.e. username, password and account information), biometric information (i.e. signature, fingerprint and voiceprint), device information (i.e. device model, browser type and activity, IP address, security cookie and approximate physical location of device);
- information about your financial status including your employment history, annual income, assets, liabilities and credit history;
- information reflecting your business dealings with us;
- information about your balances and transactions, including bank/investment/mortgage account activity and payment history;
- information about your U.S. Person status (to comply with regulatory requirements for deposit-related products);

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<sup>3</sup> **Equitable** means Equitable Bank, a wholly owned subsidiary of Equitable Group Inc., and Equitable Trust, a wholly owned subsidiary of Equitable Bank.

- information about beneficial owners, intermediaries and other parties, which is required by law;
- other information that we may need in order to provide you, either directly or through a service provider, partner or third party, with a specific product or service (e.g., personal health information for insurance-related products that may be offered to you);
- other information with your consent, or as permitted or required by law; and
- additional information may be requested to help us determine your eligibility for products and services that we offer.

## How we obtain your consent

It is important to understand the different ways that we may obtain your consent to collect, use and share your personal information. Depending on the situation, we may obtain your consent in different ways. Express consent may be obtained verbally, electronically or in writing. Implied consent may be obtained through your use of a product, or when you approach us to obtain information, inquire about or apply for products, or services from us.

We will not make your consent a condition of obtaining a product or service, unless it is reasonably or legally required, and we will clearly indicate when this is the case.

## Using Your Personal Information

We may use this Personal Information for the purposes communicated to you at the time of collection or in your agreement(s) with us, including to:

- verify your identity and to authenticate you when you contact us or we contact you;
- evaluate your current and ongoing creditworthiness, including by obtaining credit reports;
- evaluate and process your application, account, transaction and reports
- set up your accounts and provide ongoing service;
- provide you with products and services you have requested;
- communicate with you, including to respond to your inquiries;
- understand your product and service requirements;
- market a product or service, either directly or through a service provider, partner or third party;
- determine your eligibility for some of our products and services and offer them to you;
- help manage and assess our risks, operations and relationship with you;
- prevent, detect or investigate fraud or criminal activity;
- collect amounts owing to us;
- maintain the accuracy and integrity of information held by a credit reporting agency; and
- comply with legal, regulatory, governmental and contractual requirements.

We may also use your Personal Information for other purposes with your consent or as permitted or required by law.

We may create statistical and anonymized reports, analysis and predictive models, rules and insights using information about you and other customers. Aggregated reports may also be shared with affiliates to provide insights into sales performance, identify customer demographics or behavioural insights. The information in these reports is not personal and cannot be used to identify you.

If for any reason your information is required to fulfill a different purpose than that of your original intent, we will ask for your consent before we proceed.

## Sharing Your Personal Information

We may share your Personal Information:

- with Equitable Bank subsidiaries and associated companies in which we have significant shareholdings;
- with our employees, agents, service providers and any other entities that perform services on our behalf (collectively, 'service providers'). You acknowledge that some of our service providers may be located outside of Canada and as such your Personal Information may be accessible to governmental, national security and regulatory authorities in accordance with the laws of these jurisdictions;
- with other organizations or agents with whom you have arrangements and to whom you have provided consent directly;
- with other financial institutions to process payments or to verify information such as your identity and income;
- with payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you may have with us;
- in response to a court order, search warrant or other demand or request we believe to be valid;
- to meet requests for information from regulators;
- to satisfy legal, audit, insurance, self-regulatory and regulatory requirements applicable to us;
- in any negotiations for the sale or assignment or proposed sale or assignment of all or part of our business or assets (including the sale of mortgages) and to our successors and assigns who may use the information for similar purposes as those described in this Agreement;
- to other parties connected with your account, as applicable (e.g. guarantors, powers of attorney and other people named on the application);
- to a joint account holder, including limited information about the account prior to it becoming a joint account;
- to help us collect a debt or enforce an obligation owed to us by you;
- with any person or organization, including an investigative body, in order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss;
- with your consent or knowledge (e.g., with another individual on a joint account, a power of attorney or an estate representative); and
- where permitted or required by law.

We do not sell the names or other Personal Information of our customers. We do not disclose the names or other Personal Information of our customers to other companies outside of Equitable without consent, unless required or permitted by law. Over time, we may buy new businesses or sell some of our businesses. Accordingly, Personal Information associated with any accounts, products or services of the business being purchased or sold will be transferred as a business asset to the new business owner.

We may use affiliates or other companies to provide services on our behalf such as data processing, account administration, analytics and marketing. Such companies will be given only the Personal Information needed to perform those services and we do not authorize them to use or disclose Personal Information for their own marketing or other purposes. We have or will have contracts in place holding these companies to the same standards of confidentiality by which we are governed.

## **Additional Collection, Use and Sharing of Your Personal Information**

**Verification of Information:** We may verify your Personal Information with credit bureaus, credit insurers, third party verification services, registries, financial service industry databases, investigative bodies, your employer, personal references and other lenders.

**Credit Consent:** If you have a line of credit, loan, mortgage, guarantee or any other credit facility with us, we may use, obtain, verify, share and exchange credit and other information about you with others (including credit bureaus, mortgage insurers, creditor insurers, registries and other persons with whom you may have financial dealings, as well as any other person as may be permitted or required by law) at the time of your application, at any time during the application process and on an ongoing basis while you are a customer, for the purposes of evaluating your current and ongoing creditworthiness and maintaining your credit history. We may also share information with credit reporting agencies or credit bureaus relating to bank accounts or investment products you have with us. This may include, but not be limited to, failure by you to meet any of your obligations under the applicable terms and conditions of those products.

**Insured Credit Product:** If you have an insured credit product (e.g., a mortgage or line of credit) with us, we may share Personal Information about you, including credit information, to mortgage default insurers for any purpose related to mortgage insurance. Information retained by Canada Mortgage Housing Corporation will be subject to federal access to information and privacy legislation.

**Defaults:** If the credit facility you have with us or you have guaranteed is in default, we may release your Personal Information to collection agencies, the originating broker or any subsequent mortgagee, or other third parties as necessary for the purposes of assisting in collecting the debt. We will limit the amount and type of Personal Information disclosed to that which is necessary to facilitate the collection of the arrears.

**Personal Health Information:** From time to time you may provide us with your personal health information (e.g., medical history) in connection with insurance products and services associated with credit products, or any other products or services you may have with us. We may collect or share your personal health information with any health-care professional, medically-related facility, insurance company, organization that manages public information data banks or insurance information bureaus. We will not share your personal health information within Equitable or use it in a manner other than that of the original intent disclosed to you.

We will not refuse you any of our products or services on the basis of any personal health information you have provided to us, a service provider, partner or third party.

**Communications:** We may monitor and/or record any communications between you and our representatives (e.g., telephone discussions, email conversations, online chats) for accuracy, service quality, training and security purposes, our mutual protection and to enhance our customer service.

We may communicate with you through various channels including telephone, computer, mail or mobile applications or by other electronic means, using the contact information you have provided.

## Protecting Your Personal Information

We have implemented organizational, technological and physical safeguards to protect the security of your Personal Information under our control in a manner that is appropriate to the sensitivity of the Personal Information. These safeguards are intended to protect the security of Personal Information, regardless of the format in which it is held, against loss or theft, and against unauthorized access, disclosure, copying, use or modification. Authorized employees, agents and mandataries will have access to your Personal Information in order to perform their job functions. The importance of protecting the confidentiality of your information is specified in our employment agreements and regularly confirmed in writing.

*We audit our procedures and security measures regularly to help ensure that they are being properly administered and that they remain effective and appropriate to the sensitivity of the information.*

## Retaining Your Personal Information

We will retain your Personal Information only as long as it is required for the reasons it was collected. This may include customer service, legal or regulatory needs that require us to keep your Personal Information beyond the end of your relationship with us.

When your Personal Information is no longer required, we will securely destroy it or convert it to an anonymous form.

## Accessing and Updating Your Personal Information

You are responsible for advising Equitable of any inaccuracies or changes to your Personal Information (such as a change of address, telephone numbers, current address, marital status, etc.). If any of your Personal Information changes or you discover inaccuracies in our data, you are required to advise us so we can update our records. Please be prepared to verify your identity when updating or changing your Personal Information.

Subject to contractual and legal restrictions as well as reasonable notice, you may request access to or correction of the Personal Information we hold about you at any time by submitting a written request to the Chief Privacy Officer. Please be prepared to verify your identity upon making such a request. We will respond to your access request within 30 days of receiving all necessary information, or advise you if we require additional time.

Please note that we may not be able to provide you access to your Personal Information in certain situations (e.g., if disclosing the information would reveal confidential commercial information or information about a third party). If this is the case, we will inform you of the reasons that we were unable to provide you access.

## Respecting Your Privacy Preference

Subject to legal, regulatory and contractual requirements, you can refuse or withdraw your consent to our collection, use or disclosure of your Personal Information at any time by giving us reasonable notice. Depending on the circumstances, however, withdrawal of your consent may prevent us from providing you or continuing to provide you with some products and services or information that may be of value to you.

If you have, or have provided a guarantee for, a credit product with us (such as a mortgage or line of credit), you may not, during the term of the facility, withdraw your consent to our ongoing collection, use or disclosure of your Personal Information in connection with such product. We can continue to disclose your Personal Information to credit bureaus even after the credit facility has matured and been paid out and you may not withdraw your consent to our doing so. We do this to help maintain the accuracy, completeness and integrity of the credit reporting system.

We will act on your instructions as quickly as possible but it may take some time for our records to reflect your choice as many records can only be changed during regular file updates.

There are several privacy preferences available to you, subject to legal, regulatory, business or contractual requirements.

**Social Insurance Number ('SIN'):** We will collect, use and share your Social Insurance Number (SIN) for income tax reporting purposes, as required by law. We require your SIN for products that earn interest or dividend income to comply with the Canada Revenue Agency's reporting requirements. If we ask you for your SIN for other products or services, your choice to provide it is optional. When you provide us with your SIN, we may use it to verify and report credit information to credit reporting agencies as well as to confirm your identity. This allows us to keep your Personal Information separate from that of other clients, which helps to maintain the integrity and accuracy of your Personal Information. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies; however, you may not refuse or withdraw your consent for purposes required by law.

**Marketing offers:** From time to time, we may send you information which may be of interest to you on other products and services that we offer and of partnerships with other entities we select, by mail, email, telephone, or other electronic means. You may opt out of receiving promotional messages, but please note that we may still send you transactional or business messages (such as those about your account or our ongoing business relations).

**Participation in customer research and surveys:** From time to time, we may ask you to participate in customer research or surveys that help us to improve our offer and better understand your needs. You may opt out of participating.

## Contacting Us

To request access to, or correction of, your Personal Information, to ask questions about our privacy policies or to refuse or withdraw your consent to our use of your Personal Information for purposes outlined in this Agreement, you may send in a written request or contact us at (please note that requests for access must be in writing):

Chief Privacy Officer  
Equitable Bank/Equitable Trust (as applicable)  
Equitable Bank Tower  
30 St. Clair Avenue West, Suite 700  
Toronto, Ontario M4V 3A1

Tel: (416) 515-7000  
Toll Free: 1-866-407-0004  
Fax: (416) 515-7001  
Email: [cpo@eqbank.ca](mailto:cpo@eqbank.ca) or [cpo@eqtrust.ca](mailto:cpo@eqtrust.ca) (as applicable)

If you have any complaints or concerns about this privacy agreement or our privacy practices, please refer to the Customer Complaint Handling Procedures provided to you when you opened your account, which can also be found in our offices and on our website at [www.equitablebank.ca](http://www.equitablebank.ca). If you choose to send us an email, do not include sensitive information.

### **Further Information**

We are committed to providing you with understandable and easily available information about how we manage your Personal Information.

For further information about how we collect, use and disclose your personal information, please refer to our Code of Privacy Principles available at any of our offices and on our website at [www.equitablebank.ca](http://www.equitablebank.ca), or call us at 416-515-7000 or toll free: 1-866-407-0004.

### **Changing this Agreement**

We may amend this Agreement from time to time to take into consideration changes in legislation or other issues that may arise. If we make changes, we will post the revised Agreement on our website and make it available at all of our offices. If we intend to use or disclose your Personal Information for purposes materially different from what is described in this Agreement, we will take reasonable steps to notify you. We encourage you to review the Privacy Agreement whenever you interact with us to stay informed about our information practices, as your continued use of our services or provision of Personal Information after changes have been made to this Agreement constitutes your acceptance of those changes.

*Equitable Privacy Agreement – October 2019*



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**Schedule E  
Customer Complaint Handling Procedures**

At Equitable<sup>4</sup>, we take pride in our service and are committed to providing you with the best customer experience that we can. If you have a complaint or concern, please follow our easy 3-step Customer Complaint Handling Procedures (CCHP) so that we can work with you to resolve it as quickly and efficiently as possible.

**Step 1: Talk to Your Business Unit Representative**

Many complaints can be resolved at the first point of contact. If you have a complaint, talk to the representative of the business unit that you have been dealing with. If the business unit representative is not able to resolve your complaint to your satisfaction, your complaint can be referred to that individual's Manager, who has the authority to resolve, in a timely manner, the majority of complaints that arise. You can reach your business unit representative by:

**For Equitable Bank and Equitable Trust:**

**Telephone** In Toronto at 416-515-7000  
Toll-free at 1-866-407-0004  
1-866-940-1201 for Western Canada

**Email** <sup>5</sup> [customerservice@eqbank.ca](mailto:customerservice@eqbank.ca) or  
[customerservice@eqtrust.ca](mailto:customerservice@eqtrust.ca), as  
applicable

**Mail** Customer Service, Equitable  
Bank/Trust (as applicable)  
Equitable Bank Tower  
30 St. Clair Avenue West, Suite 700,  
Toronto, Ontario M4V 3A1

**For EQ Bank – Digital Banking:**

**Telephone** Toll-free at 1-844-437-2265  
416-551-3449 Outside of North America

**Email** <sup>2</sup> [contact@eqbank.ca](mailto:contact@eqbank.ca)

**Mail** Customer Care, EQ Bank  
Equitable Bank Tower  
30 St. Clair Avenue West, Suite 700,  
Toronto, Ontario M4V 3A1

**Step 2: Contact the Department Head**

If the business unit representative or that individual's Manager is not able to resolve your complaint to your satisfaction, you can escalate it to the Department Head of that business unit by:

**For Equitable Bank and Equitable Trust:**

**Telephone** In Toronto at 416-515-2293  
Toll-free at 1-855-832-9448

**Email** <sup>2</sup> [complaints@eqbank.ca](mailto:complaints@eqbank.ca) or  
[complaints@eqtrust.ca](mailto:complaints@eqtrust.ca), as applicable

**Mail** Department Head – Complaints, Equitable Bank/Trust (as applicable)  
Equitable Bank Tower  
30 St. Clair Avenue West, Suite 700, Toronto, Ontario M4V 3A1

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<sup>4</sup> **Equitable** means Equitable Bank, a wholly owned subsidiary of Equitable Group Inc., and Equitable Trust, a wholly owned subsidiary of Equitable Bank.

<sup>5</sup> Please do not include any confidential information as email correspondence is not guaranteed to be secure.



### Step 3: Write to the Office of the Ombudsman

If the Department Head is not able to resolve the complaint to your satisfaction, you can escalate it to Equitable's Ombudsman. Working closely with both customers and Equitable's relevant business units, the Office of the Ombudsman independently conducts a full investigation of customer complaints, subject to certain limitations, and is committed to providing an impartial review to help customers and Equitable reach a fair, reasonable and transparent resolution. If your complaint has not been resolved within the first two steps of our CCHP, you may wish to submit your complaint in writing to the Office of the Ombudsman.

**Email** <sup>2</sup> [ombudsman@eqbank.ca](mailto:ombudsman@eqbank.ca) or  
[ombudsman@eqtrust.ca](mailto:ombudsman@eqtrust.ca), as applicable

**Mail** Office of the Ombudsman, Equitable Bank/Trust (as applicable)  
Equitable Bank Tower  
30 St. Clair Avenue West, Suite 700, Toronto, Ontario M4V 3A1

You will receive an acknowledgement of your written complaint within 48 hours of it being received. If your complaint is within the Office of the Ombudsman's mandate and has been through the first two steps of the CCHP, a full investigation will be undertaken. Most investigations are concluded within 4 - 6 weeks and you will be provided with a resolution/recommendation in writing. Any recommendations made are non-binding and parties are free to accept or reject them and pursue other options for resolution.

Some matters fall outside of the Office of the Ombudsman's mandate and include, for example: credit granting policies or lending decisions; matters of policy such as interest rates, service fees and account closures; issues that are in litigation or have been decided by the courts; and transactions for which Equitable records no longer exist (typically after six or seven years).

**For Equitable Bank HELOC customers only:** If you wish to dispute a transaction or entry made with your Equitable Bank Visa Access Card and you have been through Equitable's 3-step CCHP, and are not satisfied with the resolution, you may also contact the Equitable Bank Visa Access Card issuer, Peoples Trust Company, at 1-855-683-2881 or refer to their complaint handling process, which can be found at [www.peoplestrust.com/en/about-us/resolving-your-concerns/](http://www.peoplestrust.com/en/about-us/resolving-your-concerns/).

### Additional Resources - External Agencies

If you require further information or are still not satisfied after receiving our Ombudsman's decision, the following external agencies can provide you with information and a further review of your complaint.

### Ombudsman for Banking Services and Investments (OBSI)

If you are not satisfied with the recommendation made by our Ombudsman, you can refer your complaint to the OBSI, an independent external complaints body, for further review. If you choose to contact the OBSI, please do so within 180 calendar days from the date you received a response from Equitable's Ombudsman. You may also contact OBSI if it has been more than 90 calendar days since escalating your concern to Step 2 of our CCHP and you have yet to receive a final response.

**Telephone** In Toronto at 416-287-2877  
Toll-free at 1-888-451-4519

**Online Form** Through the OBSI website at [www.obsi.ca](http://www.obsi.ca) or email to [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)  
**Mail** Ombudsman for Banking Services and Investments  
401 Bay Street, Suite 1505, P.O. Box 5, Toronto, Ontario M5H 2Y4

### **Financial Consumer Agency of Canada (FCAC)**

The FCAC supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws and voluntary codes of conduct and public commitments. For example, financial institutions must provide consumers with information about fees, interest rates and complaint-handling procedures. If you have a complaint regarding a potential violation of a consumer provision, voluntary code of conduct or public commitment, you may, at any time, contact the FCAC in writing. Please note that the FCAC does not become involved in matters of redress or compensation.

**Telephone** Toll-free at 1-866-461-3222

**Online Form** Through the FCAC website at [www.canada.ca/en/financial-consumer-agency](http://www.canada.ca/en/financial-consumer-agency)

**Mail** Financial Consumer Agency of Canada  
427 Laurier Avenue West, 6<sup>th</sup> Floor, Ottawa, Ontario K1R 1B9

Equitable has adopted a number of Voluntary Codes of Conduct and Public Commitments that are designed to protect consumers. Please refer to [www.equitablebank.ca](http://www.equitablebank.ca) for further information.

### **Office of the Privacy Commissioner of Canada (OPC)**

The OPC oversees compliance with Canada's privacy laws and you may contact the OPC at any time with a privacy complaint.

**Telephone** Toll-free at 1-800-282-1376

**Online Form** Through the OPC website at [www.priv.gc.ca](http://www.priv.gc.ca)

**Mail** Office of the Privacy Commissioner of Canada  
30 Victoria Street, Gatineau, Quebec K1A 1H3