

BROKER/CLIENT CONTRACT

Subject to the following terms and conditions, I hereby entrust you with the mandate to act as my broker and I require your services as a professional insurance advisor.

1. **BROKER'S MISSION:** You are required to identify and evaluate my insurance needs based on the complete information that I undertake to communicate to you. In addition, you are required to take out insurance in accordance with my instructions concerning the insurance amount and the nature of the coverage.
2. **PROPERTY APPRAISAL:** Any property insured under this contract shall be valued by a chartered appraiser in order to accurately determine the appropriate insurance amount. I acknowledge that my broker cannot determine the value of the property to be insured and that I must consult a professional appraiser. I also acknowledge that if the insurance amount is less than the value of the insured property, the insurer will be justified in paying a prorated indemnity in the event of a partial loss.
3. **RENEWAL:** You are required, without receiving any additional instructions from me, to renew the insurance policy you took out when it comes due.
4. **POLICY SUBSTITUTION AND CHANGE OF INSURER:** You are authorized to substitute one insurer for another prior to the expiration of an insurance policy and to change insurers when the policy is renewed, provided that any such policy substitution or change of insurer is carried out in accordance with the law and in my best interests while maintaining the coverage deemed appropriate. Unless you receive written instructions to the contrary from me, I agree that the payment to the new insurer will be made using the same pre-authorized debit form already used to pay the previous insurer. To that end, you are authorized to provide the new insurer with all necessary data and authorizations on my behalf. I shall be given reasonable notice prior to any transfer.
5. **AGGRAVATION OF INSURED RISKS:** While the insurance policy is in effect and prior to any policy renewal, I shall inform you of any changes involving the nature and use of the insured property, in addition to any changes that could significantly influence an insurer with respect to premium calculations, risk assessments or decisions to take on risks.
6. **FINANCIAL CLAUSES**
 - 6.1 **PAYMENT OF PREMIUMS:** The premiums for each policy, endorsement and renewal, including applicable taxes and fees, as applicable, are payable on demand.
 - 6.2 **REIMBURSEMENT OF ADVANCES:** If you agree to advance me the funds required to pay the premiums and related taxes, I hereby undertake to reimburse you in accordance with the conditions, instalments and interest rate shown on your invoice in each case, or if no interest rate is shown, at an annual interest rate equal to the prime rate set by the Bank of Canada at the transaction date plus 5%. In the event that payment is not made when due, you may charge a collection fee of up to 15% of the amount due.
 - 6.3 **COMPENSATION AND FEES:** Although you have disclosed to me that the insurer pays you a commission for each transaction, I authorize you to charge me your standard fees, in addition to a reasonable service fee for each transaction, given the professional nature of this mandate. The service fee may, at your option, be equal to the full commission due on the unearned premium if the policy is terminated at my request or returned as unrequired.
 - 6.4 **DEFAULT:** If I fail to pay any amounts due for payment of premiums or for reimbursement of advances and/or fees or service fees detailed above, you are authorized to notify the insurer that the policy, endorsement or renewal is not required or, if the insurance policy has already taken effect, to request the cancellation of the policy, endorsement or renewal on my behalf. Any such cancellation request made on my behalf may apply to any or all policies in order to settle in full the amounts due to you. Prior notice of at least seven days must be given to me before you request cancellation of the policy or prior to your notifying the insurer that the policy, endorsement or renewal is not required. If a creditor is named as a policy beneficiary, any such notice shall be sent within the timeframe prescribed by law or under the policy.

6.5 **NOTICE:** The prior notice required under Section 6.4 may be given in writing or by electronic message and shall be deemed to have been sufficiently and correctly given if delivered in person. This notice may also be sent by regular mail or by courier and shall be deemed received on the seventh business day following mailing or after having been entrusted to the courier service.

6.6 **ASSIGNMENT OF RIGHT TO REIMBURSEMENT OF PREMIUM OVERPAYMENTS:** I assign to you my right to be reimbursed for any premium overpayments in the event that you paid said premiums to the insurer by means of an advance. I designate you the assignee of the right to this reimbursement in accordance with Section 2479.1 of Quebec's *Civil Code*.

6.7 **HOLDING INDEMNITIES AND PREMIUM OVERPAYMENTS AS PAYMENT FOR AMOUNTS DUE:** In addition to the assignment of rights provided for in Section 6.6, I agree that any premium overpayments under policies taken out, renewed or modified by you, in addition to any claim-related indemnity payable thereunder, may be received and held by you in your capacity as my designated representative in order to collect these amounts and may be used as compensation for any amounts that may be owed to you by me, subject to the rights of any mortgage creditors or preferred creditors that may be the beneficiaries of said indemnity under the policy or in accordance with the law. In addition, for the purpose of paying amounts may be owed to you by me, I delegate the insurer and give the insurer irrevocable instructions to pay you any amounts that may be owed to me by the insurer.

6.8 **HOLDING CASH IN A SEPARATE ACCOUNT:** You are authorized to keep in a separate account for at least 12 months any amounts collected from an insurer as unearned premium. Within that timeframe, those amounts must be used to pay premiums or other amounts due under this contract.

7. MODIFICATIONS TO THE CONTRACT: Any modifications to this contract must be made in writing and must be signed by the broker and the client. If the broker fails to avail him or herself of the rights granted hereunder, this failure shall not be construed as acquiescence or relinquishment.

8. COMPLAINT: Upon receipt of a complaint formulated in connection with this consent, the broker undertakes to examine said complaint equitably and to process it diligently. Complainants may request that the firm transmit to the AMF a copy of their file if they are dissatisfied with the complaint review process or with the outcome of the review.

9. TERMINATION OF THE CONTRACT: You may terminate this contract, provided that said termination is not untimely or unexpected, by giving me notice by regular mail, in person or via electronic message specifying that you are relinquishing the mandate, in which case the contract shall end on the date said notice is received. For my part, I may also terminate the contract by giving you notice of revocation of the mandate by regular mail, in person or via electronic message, in which case the contract shall end when you receive the notice, as indicated by the acknowledgment of receipt. Section 6 shall continue to remain in effect until such time as the amounts owed to the broker have been paid in full. Upon receipt of a copy of a certificate of death issued by Quebec's director of the civil registry and upon proof of appointment of the executor of the estate, the broker shall contact the executor in order to draw up a list of the insurance products taken out by the undersigned.

10. BROKER: The term "broker" means a self-employed insurance representative, a firm or an independent company, in addition to the representative via which the broker acts in one or more areas.

11. EMAIL COMMUNICATION: I consent ☐ or I do not consent ☐ to receive all correspondence from you in any form whatsoever, in particular at the electronic address mentioned in my client file. My consent shall take effect when this contract is signed and shall be valid at the time of each subsequent renewal. I undertake to notify you in the event that my personal contact information changes, including my electronic address included in my client file. This consent, if given, shall continue beyond the end of this mandate provided for in Section 9 "Termination of the Contract", provided that it was not expressly revoked.

12. AUTHORIZATION: If the insured is a corporation or if there are multiple insureds, I declare that I am fully authorized by them to represent them during the term of this contract. I also declare that I am personally and severally liable with them.



Agreed to
on this _____ day of _____ 20

Client's account number

Client's name

Broker's name

Client's email

Broker's email

Client's address

Broker's address

Client's signature

Broker's signature

[Updated July 2018]

APPENDIX 1

NOTICE OF SPECIFIC CONSENT

You are free to give your consent or not.

Article 92 of the Act respecting the distribution of financial products and services (ch. D-9.2)

WHAT YOU NEED TO KNOW

We currently hold information about you on file.

We need your consent to enable some of our representatives to access this information.

These representatives will also have access to the information updates issued during the validity period of the consent.

These representatives will use the available information **to solicit your interest in new financial products and services.**

By giving your consent, you are also giving us the right to keep your insurance files with your other files.

YOU ARE FREE TO DETERMINE THE VALIDITY PERIOD OF YOUR CONSENT

If you give your consent for an open-ended period, you can revoke it at any time. In Appendix 3, you will find a "general revocation template" that you can use verbatim or edit as you see fit.

If you wish to give your consent for a limited period, you can do so by indicating the desired length of time. Please specify the desired validity in Section 9 of Appendix 2.

LAW RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES

Without your specific authorization, the firm cannot use this information for any purposes other than those for which it was collected. **The firm cannot force you to give your consent, nor can it refuse to do business with you simply because you refuse to give your consent (Section 94 of the Act protects you in this regard).** For further information, please call the AMF at (418) 525-0337 or (877) 525-0337.

I may revoke this consent at any time by giving notice. I may use the attached template in Appendix 2 (see document entitled "Consent to collect, communicate and store your personal information") or edit as I see fit.

Having read the above, I the undersigned, _____, give my consent so the information held by the firm may be used for the purposes set out in Appendix 2.

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APPENDIX 2

CONSENT TO THE COLLECTION, COMMUNICATION AND STORAGE OF YOUR PERSONAL INFORMATION

- PURPOSE OF CREATING YOUR FILE:** The broker* creates your file and collects personal information concerning you in order to provide appropriate advisory and representation services with a view to acquiring and renewing financial products, as well as for related follow-up services, including entering into an insurance contract. This consent pertains to the application of the following statutes: Canada's *Anti-Spam Law* and Quebec's *Act respecting the protection of personal information in the private sector*.
- ACCESS TO INFORMATION:** The following are the necessary information categories that we would like one of our representatives to use, together with the products and services that will be offered to you. I hereby authorize the broker to provide his/her representatives with access to the information contained in my file in order to carry out their activities in the following areas (you are free to give this particular consent or not):

	Yes	No		Yes	No
Property & casualty insurance	<input type="checkbox"/>	<input type="checkbox"/>	Investment contract brokerage	<input type="checkbox"/>	<input type="checkbox"/>
Individual group insurance	<input type="checkbox"/>	<input type="checkbox"/>	Financial planning	<input type="checkbox"/>	<input type="checkbox"/>
Individual insurance	<input type="checkbox"/>	<input type="checkbox"/>	Claims settlement	<input type="checkbox"/>	<input type="checkbox"/>
Mutual funds brokerage	<input type="checkbox"/>	<input type="checkbox"/>	Scholarship plan brokerage	<input type="checkbox"/>	<input type="checkbox"/>
Mortgage brokerage	<input type="checkbox"/>	<input type="checkbox"/>			

- COLLECTING INFORMATION:** In order to create my file and to ensure that my personal information is up to date and accurate when used, I hereby authorize the broker to collect only the necessary relevant information from the following persons and organizations (you are free to give this particular consent or not):

- Firms and representatives within the meaning of the *Act respecting the distribution of financial products and services*.
- Reinsurers, insurance companies and financial institutions with which I currently deal or have dealt for business or consumer purposes.
- Quebec's financial market regulator (Autorité des marchés financiers/AMF) or any agency legally authorized to collect and store information from insurers concerning the driving record of insured persons.
- Quebec's provincial automobile insurance corporation (Société d'assurance automobile du Québec/SAAQ) with respect to information concerning my driving record, including demerit points or restrictions or sanctions affecting my driver's licence.
- Private companies specializing in collecting and storing data concerning insured persons in any area of insurance and data concerning buildings and places in the area of P&C insurance.
- Companies specializing in collecting and storing data concerning the creditworthiness or financial situation of persons and companies.

- LISTS OF NAMES:** I authorize ☐ / I do not authorize ☐ the broker to give instructions to the persons and companies mentioned in Section 3 above, as well as to creditors that may require a copy of my insurance policies, to refrain from including my name in a list that they themselves may use or that they may communicate to third parties for the same purpose. I authorize the broker to revoke the consent to include my name in a list for marketing purposes that I may have given to the persons mentioned in Section 3 or to creditors.

- ADVERTISING:** I authorize ☐ / I do not authorize ☐ the broker to transmit to my electronic address any commercial electronic message aimed at encouraging participation in a commercial activity mentioned in Section 2.

Verbal consent via telephone: ☐

☐ Init.

☐ Init.

6. **ACCES TO MY FILE:** In accordance with the *Act respecting the protection of personal information in the private sector* (CQLR, ch. P-39.1), **you may request access to information on file concerning you.** The broker undertakes to provide you with access to personal information collected concerning you in accordance with the *Act respecting the protection of personal information in the private sector* upon receipt of notice from you requesting access to the information within a reasonable period of time. I also have the right to request that any inaccurate information be corrected.
7. **COMMUNICATING INFORMATION TO THIRD PARTIES:** I hereby authorize the broker to contact the companies, organizations and persons mentioned in Section 3 for the purpose of communicating personal information concerning me that he/she may have on file, provided that it is necessary and relevant to the contracts to be entered into with the aforementioned companies, organizations and persons, or to the relationships that in my capacity as the contracting party I currently maintain or have maintained therewith, with particular respect to claims investigations and related regulations.
8. **COMMUNICATING INFORMATION BETWEEN THIRD PARTIES:** In order to carry out your mission, I hereby give you the power to authorize the companies, organizations and persons mentioned in Section 3 to communicate to me the personal information concerning me that you or they may have on file. This may only be carried out if required for the purpose of the file concerning me that you may hold or for the purpose of the file concerning me that said companies, organizations and persons may hold, provided that the latter purpose coincides with the purpose of the file concerning me.
9. **DURATION OF CONSENTS:** The consents given hereunder are valid until such time as they are revoked or for the following period: ____ / ____ / ____ (DD/MM/YY), whichever comes first.
10. **NOTICE OF REVOCATION:** I may revoke these consents at any time by giving notice or by using the form provided in Appendix 4 or the form entitled "Notice of revocation of specific consent" (SEE APPENDIX 4).
11. **INFORMATION CONCERNING THE PLACE WHERE MY FILE IS STORED:** My file is stored at your company's place of business or, if your company has more than one place of business, at the place of business located at the address mentioned herein.
12. **COMPLAINTS:** Upon receipt of a complaint formulated in connection with this consent, the broker undertakes to examine said complaint in accordance with the complaint processing policy and, if that is not possible, to process the complaint diligently. Complainants may request that the firm send a copy of their file to the AMF if they are dissatisfied with the complaint review process or with the outcome of the review.
13. **MULTIPLE INSURED AND CORPORATION:** In the event that there are multiple insureds, I declare that I am expressly authorized by them to give consent on their behalf regarding the personal information concerning them. The corporation's representative, as applicable, declares that he/she has obtained the express consent of the persons whose names are to be communicated to the broker.
14. ***BROKER:** The term "broker" means a self-employed insurance representative, an independent company and a firm, as well as the representative via whom they act in any of the areas listed in Section 2.

Agreed to on this _____ day of _____ 20____

Verbal consent via telephone:

☐

Client's account number _____

Client's name _____

Broker's name _____

Client's email _____

Broker's email _____

Client's address _____

Broker's address _____

(Client's signature)

I declare that I have read this document and understand its scope.

Broker's signature _____

APPENDIX 3

REVOCATION OF GENERAL CONSENT

I hereby revoke all of the specific consents.

(Client's signature)

(Consent form signing date)

(Client's identification, address, file number, contract number, etc.)

APPENDIX 4

REVOCATION OF SPECIFIC CONSENTS

BY GIVING THE FOLLOWING NOTICE, I HEREBY REVOKE THE SPECIFIC CONSENTS GIVEN TO THE FIRM.

TO:

(Firm's name)

(Firm's address)

Date:

OR

I the undersigned, _____ (client's name), hereby advise you that I am cancelling the specific consent enabling you to use information concerning me for new purposes in **the following areas**:

P&C insurance	<input type="checkbox"/>	Investment contract brokerage	<input type="checkbox"/>
Individual group insurance	<input type="checkbox"/>	Financial planning	<input type="checkbox"/>
Individual insurance	<input type="checkbox"/>	Claims settlement expertise	<input type="checkbox"/>
Mutual funds brokerage	<input type="checkbox"/>	Scholarship plan brokerage	<input type="checkbox"/>
Mortgage brokerage	<input type="checkbox"/>		

I gave you those consents on:

(Client's name)

(Client's signature)

(Client's identification, address, file number, contract number, etc.)

In addition, I revoke the following consents:

My consent regarding the inclusion of my name in a mailing list. ☐

My consent authorizing use of my electronic address for the purpose of encouraging participation in a commercial activity. ☐

(Client's name)

(Client's signature)

(Client's identification, address, file number, contract number, etc.)

APPENDIX 5

DECLARATION BY THE INSURED'S REPRESENTATIVE

I: _____ hereby declare that the company that I represent,
(name of the company's representative)

_____, has obtained the express authorization of each of its employees with
(company's name)

respect to the consent to collect, communicate and store the personal information

duly identified in Appendix 2.

I gave you those consents in

_____ on:

(Place)

_____ (Consent date)

_____ (Client's name)

_____ (Client's signature)