

2. Section 2 is amended by striking out the words “who is at least 3 years old on 30 September of the year of reference and” after the word “child”.

3. Section 6 is amended by substituting the words “child under 5 years old on 30 September of the year of reference” for the words “3 or 4-year old child” in the first paragraph.

4. Section 6.1 is amended

(1) by substituting “30 September” for “1 October” in the first paragraph; and

(2) by substituting the words “, per year of reference, included in the school calendar” for the words “spread from 1 September to 30 June per year of reference” after “200 days” in subparagraph 1 of the first paragraph.

5. Section 11.1 is amended by substituting “30 September” for “1 October”.

6. Section 12 is amended

(1) by substituting “30 September” for “1 October” in subparagraph 4 of the second paragraph; and

(2) by substituting “30 September” for “1 October” in the third paragraph.

7. Section 13 is amended by substituting the words “specifying the birth date of the child” for the words “establishing the child’s age on 30 September of the year of reference” in the second paragraph.

8. The following is added after section 26:

“**26.1.** Insofar as they concern a child who is under 2 years old on 30 September of the year of reference, the provisions of this Regulation come into force on 1 September 2000.”.

9. This Regulation comes into force on 1 September 1999, except paragraph 2 of section 4, which comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

Gouvernement du Québec

**O.C. 830-99, 7 July 1999**

An Act respecting the distribution of financial products and services  
(1998, c. 37)

**Pursuit of activities as a representative**

Regulation respecting the pursuit of activities as a representative

WHEREAS under sections 196, 202, 211 and 213 of the Act respecting the distribution of financial products and services (1998, c. 37), the Bureau des services financiers may make regulations on the matters listed therein;

WHEREAS under those sections, the Bureau made the Regulation respecting the pursuit of activities as a representative;

WHEREAS in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), the draft Regulation was published in the *Gazette officielle du Québec* of 12 May 1999, with a notice that it could be submitted to the Government for approval upon the expiry of a 45-day period following that publication;

WHEREAS it is expedient to approve the Regulation with amendments;

IT IS ORDERED, therefore, upon the recommendation of the Minister of State for the Economy and Finance and Minister of Finance:

THAT the Regulation respecting the pursuit of activities as a representative, attached to this Order in Council, be approved.

MICHEL NOËL DE TILLY,  
*Clerk of the Conseil exécutif*

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## **Regulation respecting the pursuit of activities as a representative**

An Act respecting the distribution of financial products and services  
(1998, c. 37, ss. 196, 202, par. 1, subparagraphs (1) to (4), and ss. 211 and 213)

### **DIVISION I SCOPE OF APPLICATION**

1. The provisions of this Regulation govern the pursuit of the activities of the representatives referred to in section 1 of the Act respecting the distribution of financial products and services (1998, c. 37), except for securities representatives, to whom only the provisions of Division VI apply.

### **DIVISION II INCOMPATIBLE OCCUPATIONS**

2. The following activities and occupations are incompatible with the pursuit of activities as a representative:

- (1) performing the duties of a judge;
- (2) performing the duties of a police officer;
- (3) carrying on the profession of bankruptcy trustee;
- (4) the exercise of a health-care profession governed by the Professional Code (R.S.Q., c. C-26);
- (5) the exercise of the profession of lawyer or notary;
- (6) the exercise of the profession of chartered accountant, chartered management accountant, certified general accountant, or chartered administrator;
- (7) the exercise of the occupation of real estate broker or real estate agent, except in connection with brokerage activities relating to loans secured by immovable hypothec;
- (8) the management of a union, other than a union formed of representatives, or the management of a professional association, or employment by any such organisation.

Notwithstanding the first paragraph, the exercise of activities or professions referred to in subparagraphs (5) and (6) are not incompatible with the activities of a claims adjuster or financial planner.

3. The following occupations are incompatible with the pursuit of activities as a damage insurance agent or damage insurance broker or a claims adjuster:

- (1) vendor, lessor or repairer of road vehicles, off-road vehicles or boats;
- (2) vendor, lessor or repairer of equipment, movable property or household items;
- (3) contractor, as that term is defined in section 7 of the Building Act (R.S.Q., c. B-1.1);
- (4) supplier of services or goods which could be required at the time of an insurance loss.

### **DIVISION III CONDITIONS AND RESTRICTIONS GOVERNING THE PURSUIT OF ACTIVITIES**

4. During the period of validity of his certificate, a representative must comply with the following conditions governing the pursuit of activities:

(1) he must devote his time primarily to activities as representative, to administrative activities in a firm or an independent partnership or to other activities relating to the field of financial services;

(2) he must forthwith deposit in a separate account held by him or by the firm or independent partnership on whose behalf he acts, as the case may be, all amounts collected or received on behalf of another person in the pursuit of his activities.

5. No representative may, in pursuing activities, take part directly or indirectly in a contest or a promotion providing non-pecuniary benefits, as an incentive to promote or sell a product that does not meet the specific needs of his clients, with the exception of benefits or property of low value.

Notwithstanding the first paragraph, a representative may be reimbursed by a legal person or a third party for the direct costs incurred by attending a conference or a convention, provided that the main purpose of the conference or convention is to provide training on activities governed by the Act respecting the distribution of financial products and services.

The first paragraph does not apply to a contest or promotion that was announced prior to October 1, 1999.

6. A representative in insurance of persons must, before completing an insurance proposal, analyse the insurance needs with the purchaser or the insured, the

existing policies or contracts held by such purchaser or the insured, the features thereof, the name of the issuing insurers, and all other necessary elements such as the income, financial situation, number of dependents, and personal and family obligations of the purchaser or the insured. The representative must record all such information in writing.

7. No damage insurance agent may pursue the activities of a damage insurance broker.

No damage insurance broker may pursue the activities of a damage insurance agent.

8. No financial planner may render financial planning services in such capacity unless he has first entered into a written agreement with the client which, as a minimum, specifies the following:

- (1) the nature and scope of the mandate;
- (2) an estimate of his remuneration and of the number of hours required to complete the mandate;
- (3) all the sectors or classes of sectors in which he is authorized to act and a description of the financial products and services that are likely to be offered by the financial planner;
- (4) the client's signature, attesting to the acceptance of the mandate.

No agreement entered into under the first paragraph may oblige the client to purchase a financial product or service offered by the financial planner.

9. The financial planner must prepare a written financial planning report and forward it to his client.

#### **DIVISION IV REPRESENTATION AND CLIENT SOLICITATION**

10. Upon first meeting a client, a representative must give the client a written document, such as a business card, which indicates the following:

- (1) the representative's name;
- (2) the representative's business addresses, business telephone numbers and facsimile number, if any;
- (3) the titles the representative is authorized to use;
- (4) the sectors or classes of sectors in which the representative is authorized to act as indicated in his certificate, unless the titles he uses are representative thereof;

(5) the name of the firm or independent partnership on whose behalf the representative pursues activities;

11. The document referred to in section 10 may also include the following:

- (1) the names of the representative's partners, if they pursue activities on behalf of an independent partnership;
- (2) the representative's residential address and telephone numbers, electronic mail and mailing addresses;
- (3) the representative's education and qualifications;
- (4) the representative's years of experience in each sector in which he pursues activities;
- (5) the description of the products and services offered by the representative.

12. Where a representative does not meet a client personally, he must verbally disclose the items set out in subparagraphs (1), and (3) to (5) of section 10.

Upon request by the client, the representative must give the client the document referred to in section 10 when he first sends other documents.

13. Where a representative uses statistics in his written representations, he must indicate the source thereof.

14. A representative must refrain from engaging in any client solicitation or representation that:

- (1) states the representative's income or financial performance;
- (2) appears to promise results that the representative is unable to obtain;
- (3) uses a visual image or phrase that is likely to cause confusion, such as a trade mark, slogan or symbol.

15. Except in representations directed exclusively at other damage insurance brokers, a damage insurance broker may not, in any manner whatsoever, make representations on behalf of an outside insurer or to the effect that the damage insurance broker can obtain the insurance damage product of an outside insurer.

#### **DIVISION V PRODUCT INFORMATION**

16. Where a representative in insurance of persons sells to a client an individual insurance of persons prod-

uct or an individual annuity, including an endowment contract, the representative must give to the client a document, printed in at least 10-point Bookman Old Style font or its equivalent, indicating the following:

(1) whether the insurance costs payable under the contract are guaranteed and, where applicable, for how long, and whether such amounts may fluctuate;

(2) whether the return on the amounts invested through the insurance product is guaranteed or not;

(3) whether the face amount of the insurance is guaranteed or may fluctuate;

(4) any specific exclusions contained in the contract;

(5) if a surrender fee or a penalty is payable if the contract is surrendered;

(6) if the purpose of the transaction is to terminate or replace another life insurance product.

#### **DIVISION VI PROFESSIONAL LIABILITY INSURANCE**

**17.** The insurance contract covering the professional liability of a representative acting on behalf of, but not employed by, a firm must provide for the following:

(1) a minimum coverage amount of \$500,000 per claim and \$1,000,000 per year;

(2) that any deductible amount stipulated in the contract may not exceed \$5,000;

(3) express stipulations to the effect that:

(a) coverage is provided for liability arising from the fault, errors, negligence, or omissions committed by the representative in pursuing activities as a representative, or arising from the fault, errors, negligence, or omissions committed by the representative's mandataries, employees or trainees in the performance of their duties, regardless of whether or not such persons are still so engaged on the date of the claim;

(b) the coverage provided in respect of the activities of the representative during the period for which the contract is in effect extends beyond the period of insurance provided for therein for a further term of 5 years from the date the representative ceases to pursue activities, irrespective of whether or not he is still alive;

(c) the insurer must advise the Bureau of its intention not to renew the contract or to terminate the contract 30 days prior to the date of non-renewal or termination;

(d) the insurer must notify the Bureau upon receiving from the representative notice of non-renewal or termination of an insurance contract;

(e) the insurer must notify the Bureau upon receiving any claim under the contract, regardless of whether the insurer decides to honour the claim.

#### **DIVISION VII POLICY REPLACEMENTS**

**18.** The provisions of this Division apply to all representatives in insurance of persons who replace individual life insurance contracts, including serious or critical-illness insurance contracts.

The provisions also apply to representatives in insurance of persons who secure the adhesion of a person to a group insurance contract, and where that adhesion is likely to result in the termination, cancellation or reduction of benefits of an individual insurance policy.

Notwithstanding the first paragraph, the provisions of this Division do not apply to a representative in insurance of persons who intends to replace an annuity of an insurer, including an endowment contract.

**19.** An amendment made to an existing contract shall not be regarded as a replacement contemplated in this Division.

**20.** A representative must endeavour to ensure that all insurance contracts are maintained in effect, unless the replacement of the contract is justified as being in the interest of the purchaser or the insured; the representative in insurance of persons who replaces the contract must demonstrate that the replacement is so justified.

**21.** No representative in insurance of persons may encourage an insured or a purchaser who is not the insured, to cancel, cause to lapse or abandon one insurance contract in favour of another insurance contract, unless he complies with the replacement procedure set out in section 22.

**22.** Where the purchase of an insurance contract is likely to result in termination, cancellation or reduction in benefits of another insurance contract, the representative must:

(1) undertake a complete analysis of the needs of the insured or the policyholder, in accordance with section 6;

(2) complete, at the same time as the insurance proposal, the form sold by the Bureau provided in Schedule I

or Schedule II if it is in the interests of the insured or the policyholder to replace one contract with another;

(3) give the form, once completed, to the insured or the policyholder and explain the form to such insured or policyholder by comparing the features of the current contracts with those of the proposed contract and by describing the advantages and disadvantages of the replacement;

(4) send the completed form to the head offices of the insurers who issued the contracts likely to be cancelled, by any means providing proof of the date of sending, within five working days of the signing of the insurance proposal;

(5) send a copy of the completed form, within the time limit prescribed in subparagraph (4), to the insurer with whom the representative in insurance of persons intends to place the new contract.

**23.** Where a replaced product is not the same type as that offered, the representative must send his client a product replacement notice answering the following questions:

(1) How does the current contract fail to meet the client's needs?

(2) How will the proposed product better meet the client's needs?

(3) What disadvantages will the replacement involve for the client?

**24.** No representative may prevent an insurer who issued a contract that is likely to be replaced from contacting the insured or the policyholder with a view to dissuading such insured or policyholder from replacing the contract or with a view to offering an equivalent contract.

**25.** The replacement procedure provided for in section 22 also applies, adapted as required, to the replacement of the following:

(1) a signed insurance proposal for which:

(a) the mode premium has been paid in full, in cash or by cheque;

(b) the signatory of the proposal has given either a bank authorization or written authorization for deduction from salary or a written authorization to transfer funds from one policy issued by an insurer to another policy issued by the same insurer;

(2) a signed insurance proposal providing for temporary coverage of not more than one year, for which the temporary insurance premium has been paid.

**26.** The replacement procedure provided for in section 22 does not apply to the replacement of an insurance proposal for which the premium has been fully paid but where the medical examination was not conducted within the period stipulated on the conditional receipt.

**27.** Where an insurer is prepared to issue a contract in accordance with the terms and conditions of the insurance proposal, but subject to payment of an additional premium, the representative must follow the replacement procedure before he obtains a similar contract without any additional or extra premium from another insurer.

## **DIVISION VIII**

### **DAMAGE INSURANCE BROKER OR AGENT ACTING AS CLAIMS ADJUSTER**

**28.** A damage insurance broker or agent is authorized to act as a claims adjuster pursuant to section 46 of the Act and must:

(1) comply with the rules governing the activities of a claims adjuster, adapted as required;

(2) disclose, in writing, to each person with whom he transacts business the type of remuneration he receives for services rendered as a claims adjuster.

**29.** This Regulation comes into force on October 1, 1999.

**SCHEDULE I**

(s. 22, par. 2)

**Prior  
Notice****of replacement  
of life insurance  
policy****Important notice for the consumer**

This prior notice:

- \* must be completed and signed in cases where, on the recommendation of your insurance representative, you intend to replace your current life insurance policy;
- \* will be used to notify your current insurer of a possible policy cancellation;
- \* must be signed on the same day as the new application for insurance (insurance proposal);
- \* will not cancel your existing policy;
- \* is not a contract.

You may withdraw your application for insurance at any time before the new policy is issued. In addition, most insurance companies allow an additional 10-day period, after the policy is issued, to allow you to examine it thoroughly. During this period, you may cancel the policy without incurring a penalty.

**AS YOU READ THROUGH THIS FORM, YOU  
SHOULD ASK YOURSELF THE FOLLOWING QUESTIONS:****1**

**Was a written analysis of my insurance needs completed before this insurance proposal was made? Do I have a copy of the analysis?**

Insurance representatives in insurance of persons must take your current and future needs into account, along with your objectives and financial situation, before suggesting the replacement of your current policy.

**2**

**Are the premiums for the new policy higher or lower than the old premiums?** A new life insurance policy of the same type as your old policy could cost you more, since you are older.

**3**

**Will I lose any tax benefits?** For example, some tax benefits may be lost if you replace a life insurance policy acquired before December 2, 1982.

**4**

**Have any steps been taken to maintain or amend my current life insurance policy?** It is generally possible, and preferable, to opt for a change to an existing policy rather than to replace it.



Bureau des  
services financiers

140, Grande-Allée Est, bureau 300  
Québec (Québec) G1R 5M8  
Telephone : 418.525.6273  
1.877.525.6273  
Fax : 418.525.9512



## How to use the form

### "Prior notice of policy replacement"

This form consists of three separate booklets, which will be completed in three copies to be given to:

- copy 1 - the policyholder;**
- copy 2 - the current insurer;**
- copy 3 - the new insurer.**

An explanatory guide is included for the benefit of consumers.

#### Step 1 - Completing the form

**Complete** each booklet, writing on Copy 1 - Policyholder (green copy).

**Write** in capitals, using a ball-point pen.

#### Step 2 - Before signing the form

The Prior Notice of Replacement may be completed in advance by the representative in insurance of persons, who must then go over it point by point with the client, before the client signs. The client's signature does not constitute a request to terminate the current policy. **The prior notice must in all cases be signed on the same day as the application for life insurance.**

#### Step 3 - Copies

**Detach** Copy 2 - Current Insurer (yellow copy) from each section. Your insurance representative will make sure it reaches your current insurer within five days of being signed.

**Proceed** in the same manner for Copy 3 - New Insurer (blue copy).

**The representative must make a photocopy of the Prior Notice of Replacement, duly completed, for his record.**

The remaining parts of the form are the property of the policyholder.

*This form was prepared by the Conseil des assurances de personnes and is used by the Bureau des services financiers. It is compulsory that the form be filled out whenever a policy is to be replaced.*

*The Bureau des services financiers was established by the Act respecting the distribution of financial products and services; its mission is to protect the public by overseeing the application of the Act and the regulations under it, which govern the activities of certificate holders, firms, independent representatives and independent partnerships.*



# Section 1

## 1- General Information

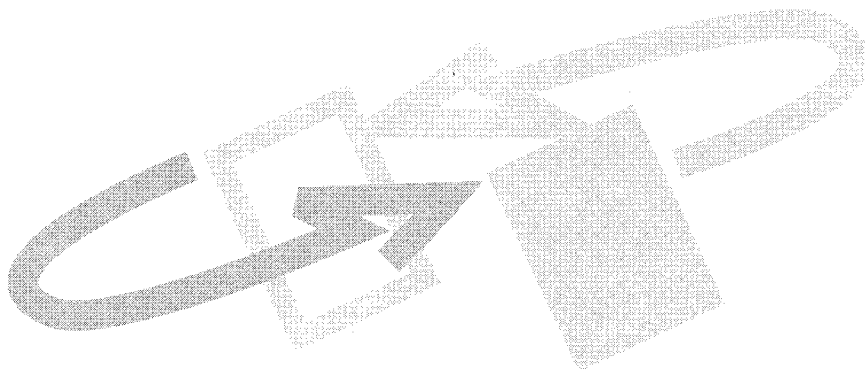
a- Guide

b- Table

## 2- Coverage provided

a- Guide











b- Table








# Guide Section 1

## 1 - General Information

-  The life insurance **policyholder** is the person who makes all the decisions concerning the policy and who, in general, pays the premiums.
-  In most cases, the policyholder is also the **insured**, but in some cases the policyholder and the insured may be two separate persons.
-  The **other insureds** are the individuals covered by the same policy, such as family members or business partners.
-  The **terminated insureds** are the insured insureds who will no longer be covered under the new policy, and the **additional insureds** are the individuals who will be added to the new policy.
-  **Joint insurance** is a single policy that covers two individuals, where the death benefit is payable following the death of the first or the second individual, depending on the option chosen.
-  The main **policy types** are term life, whole life, universal life, and 100-year-term life.
-  The **effective date** is the date on which the policy takes effect once the proposal is accepted by the insurance company.
-  The **suicide clause**: if death results from suicide and occurs within two years of the effective date of the policy, the insurer will not, in general, pay the death benefit.
-  The **incontestability clause**: if death occurs within two years after the policy comes into effect, the insurer may refuse to pay the death benefit if incomplete or inaccurate information on the insured's health and lifestyle were given or if information was omitted. The insurer may, in all cases, refuse to pay the death benefit if it is proven that the insured committed intentional fraud.
-  A **registered policy**: if you cash in the amounts that accumulate under an insurance policy that is part of a registered retirement savings plan (RRSP), you will have to pay income tax.

## 2 - Coverage provided

-  The **total coverage** is the amount that will be paid to the beneficiary following the death of the insured.
  -  The **coverage** may consist of a guaranteed base amount plus an additional amount or endorsement that may increase, decrease, remain stable or terminate at a specific time.
  -  **Renewable term insurance** means a policy that may be renewed on the dates specified in the policy. See part 4f of this form for the premiums applicable for renewal.
- Convertible term insurance** means term insurance that may be converted into permanent insurance without having to prove insurability.

# 1 General information

<b>a</b>	Name and given name of policyholder <sup>3</sup>	Name and given name of insured <sup>3</sup>		Date of birth of insured		
				Month	Day	Year
<b>b</b>	Other insureds (multiple coverage)					
	Name and given name of insured (1) <sup>3</sup>	n°. of prior notice	Name and given name of insured (2)	n°. of prior notice		
	Name and given name of insured (3)	n°. of prior notice	Name and given name of insured (4)	n°. of prior notice		

## Terminated insureds <sup>3</sup>

## Additional insureds

Family name and given name	Type of coverage	Amount of coverage \$	Family name and given name	Type of coverage	Amount of coverage \$

<b>c</b>	Joint insurance <sup>3</sup>	Name and given name of 2 <sup>nd</sup> insured
	Payable on: <input type="radio"/> 1 <sup>st</sup> death <input type="radio"/> 2 <sup>nd</sup> death	

	INSURANCE POLICY	CURRENT POLICY	PROPOSED POLICY
<b>d</b>	Name of insurance company:		
	Type of policy: <sup>3</sup>		
		Policy N°:	Proposal N°:

<b>e</b>	Is there more than one policy that may be replaced by the proposed policy? If so, indicate the prior-notice number used for each policy:	Prior notice n°:	Not applicable
		Prior notice n°:	

<b>f</b>	Effective date: <sup>3</sup>	Month	Day	Year	Not applicable
<b>g</b>	What is the expiry date of the suicide clause? <sup>3</sup>	Month	Day	Year	
<b>h</b>	What is the expiry date of the incontestable clause? <sup>3</sup>	Month	Day	Year	
<b>i</b>	Is the life-insurance policy part of a registered retirement as an RRSP? <sup>3</sup>	Month	Day	Year	
		<input type="radio"/> Yes <input type="radio"/> No			<input type="radio"/> Yes <input type="radio"/> No

# 2 Coverage offered

<b>a</b>	What is the total coverage <sup>3</sup>	\$	\$	
<b>b</b>	The coverage includes:			
	• a guaranteed base amount of: <sup>3</sup>			
	• an additional amount of:			
	The additional amount may:			
<b>c</b>	The term coverage, if any, is: <sup>3</sup>			
	If so, until when? <sup>3</sup>	Month	Day	Year

Prior notice of replacement of life insurance policy

SECTION 1



## 1 General information

<b>a</b>	Name and given name of policyholder <sup>?</sup>	Name and given name of insured <sup>?</sup>	Date of birth of insured	
			Month	Day Year
<b>b</b>	Other insureds (multiple coverage) <sup>?</sup>			
	Name and given name of insured (1) <sup>?</sup>	n°. of prior notice	Name and given name of insured (2)	n°. of prior notice
	Name and given name of insured (3)	n°. of prior notice	Name and given name of insured (4)	n°. of prior notice

### Terminated insureds <sup>?</sup>

### Additional insureds

Family name and given name	Type of coverage	Amount of coverage \$	Family name and given name	Type of coverage	Amount of coverage \$

<b>c</b>	Joint insurance <sup>?</sup>	Name and given name of 2 <sup>nd</sup> insured
	Payable on: 1 <sup>st</sup> death 2 <sup>nd</sup> death	

INSURANCE POLICY	CURRENT POLICY	PROPOSED POLICY
Name of insurance company:		
Type of policy: <sup>?</sup>	Policy N°:	Proposal N°:

<b>e</b>	Is there more than one policy that may be replaced by the proposed policy? If so, indicate the prior-notice number used for each policy:	Prior notice n°:	Not applicable
		Prior notice n°:	

<b>f</b>	Effective date: <sup>?</sup>	Month Day Year	Not applicable

<b>g</b>	What is the expiry date of the suicide clause? <sup>?</sup>	Month Day Year	Not applicable
			year(s) after the effective date of the contract.




<b>h</b>	What is the expiry date of the incontestable clause? <sup>?</sup>	Month Day Year	Not applicable
			year(s) after the effective date of the contract.

<b>i</b>	Is the life-insurance policy part of a registered retirement as an RRSP? <sup>?</sup>	Yes No	Yes No

## 2 Coverage offered

<b>a</b>	What is the total coverage <sup>?</sup>	\$	\$
<b>b</b>	The coverage includes:		
	• a guaranteed base amount of: <sup>?</sup>	\$	\$
<b>c</b>	• an additional amount of:		
	The additional amount may:	remain stable increase decrease convertible renewable	remain stable increase decrease convertible renewable
<b>c</b>	The term coverage, if any, is: <sup>?</sup>	Month Day Year	Month Day Year
	If so, until when? <sup>?</sup>		

## ① General information

<b>a</b>	Name and given name of policyholder 		Name and given name of insured 		Date of birth of insured		
					Month	Day	Year
<b>b</b>	Other insureds (multiple coverage)						
	Name and given name of insured (1) 		n°. of prior notice	Name and given name of insured (2)		n°. of prior notice	
	Name and given name of insured (3)		n°. of prior notice	Name and given name of insured (4)		n°. of prior notice	

Terminated insureds			Additional insureds		
Family name and given name	Type of coverage	Amount of coverage \$	Family name and given name	Type of coverage	Amount of coverage \$

**c** Joint insurance **?** Payable on: ☐ 1<sup>st</sup> death ☐ 2<sup>nd</sup> death  Name and given name of 2<sup>nd</sup> insured

INSURANCE POLICY		CURRENT POLICY	PROPOSED POLICY
d	Name of insurance company:		
	Type of policy:	Policy N°:	Proposal N°:

e	Is there more than one policy that may be replaced by the proposed policy? If so, indicate the prior-notice number used for each policy:	Prior notice n°:		Not applicable
		Prior notice n°:		

<b>f</b>	Effective date:	<div style="border: 1px solid black; padding: 2px;">  </div>		<b>Not applicable</b>
<b>g</b>	What is the expiry date of the suicide clause?	<div style="border: 1px solid black; padding: 2px;">  </div>		<div style="border: 1px solid black; padding: 2px;">  </div> year(s) after the effective date of the contract.
<b>h</b>	What is the expiry date of the incontestable clause?	<div style="border: 1px solid black; padding: 2px;">  </div>		<div style="border: 1px solid black; padding: 2px;">  </div> year(s) after the effective date of the contract.
<b>i</b>	Is the life-insurance policy part of a registered retirement as an RRSP?	<div style="border: 1px solid black; padding: 2px;">  </div>	Yes      No	<div style="border: 1px solid black; padding: 2px;">  </div> Yes      No

## ② Coverage offered

<b>a</b>	What is the total coverage?	<input type="text"/>	\$	<input type="text"/>	\$
	The coverage includes:				
<b>b</b>	• a guaranteed base amount of:	<input type="text"/>		<input type="text"/>	
	• an additional amount of:	<input type="text"/>	\$	<input type="text"/>	\$
	The additional amount may:	<input type="checkbox"/> remain stable <input type="checkbox"/> increase <input type="checkbox"/> decrease <input type="checkbox"/> convertible <input type="checkbox"/> renewable		<input type="checkbox"/> remain stable <input type="checkbox"/> increase <input type="checkbox"/> decrease <input type="checkbox"/> convertible <input type="checkbox"/> renewable	
		<input type="text"/>		<input type="text"/>	
<b>c</b>	The term coverage, if any, is:	<input type="text"/>		<input type="text"/>	
	If so, until when?	<input type="text"/>	Month	<input type="text"/>	Day
		<input type="text"/>	Year	<input type="text"/>	Year



## **Section 2**

### **2- Coverage provided (cont'd)**

### **3- Premiums**

**a- Guide**

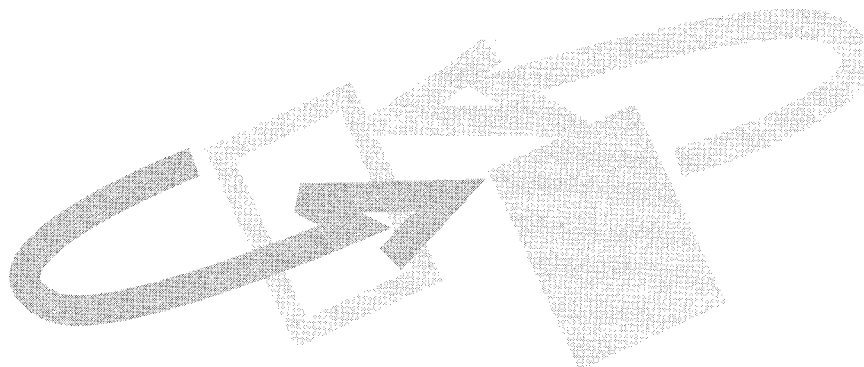
**b- Table**

### **4- Cash surrender values, participation and savings**

#### **4.1 Guaranteed Values**




**a- Guide**

**b- Table**











## Guide Section 2

### 2 - Coverage provided (cont'd)



- 10  **Paid-up life insurance:** the accumulated cash surrender value of your policy eliminates the need to pay premiums, although you remain insured for a lesser amount until your death.
- 10  **Extended life insurance:** the accumulated cash surrender values in of your policy may enable you to stop paying premiums and remain insured for the same amount but for a certain number of years only.
- 10  **Additional coverage** is provided by the options you may or may not choose or not to add to your life insurance policy. Some of the most popular are: an insurability guarantee that allows the amount of life-insurance to be increased, according to the conditions of the policy, without providing proof of good health; premium exemption, which releases a policyholder (or an insured) who becomes disabled from the requirement to pay premiums; accidental death or dismemberment, which provides for the payment of an additional amount in the event of accidental death, or the payment of a lump-sum amount in the event of dismemberment.

### 3 - Premiums

- 10  The **total annual premium** is the amount you pay each year for your life insurance policy.
- 10  The **instalment period** may be monthly, quarterly or annual. **An annual premium that has already been paid is not generally refundable.**
- 10  An **additional premium** is an additional amount that is added to the normal rate because the risk is greater; it can be temporary or permanent.
- 10  An **exclusion** is a state or condition for which the insured is not covered; it can be temporary or permanent.
- 10  A **guaranteed premium** will remain the same, or will increase only at certain times specified in the policy.
- 10  The **guaranteed payment period** determines how many years the policy-holder will have to pay premiums.
- 10  The **minimum premium** consists of the cost of the insurance, taxes, and administration fees required for the payment of the life-insurance policy.
- 10  The difference between the **minimum premium** and the premium actually paid constitutes the savings element in universal life insurance.

### 4 - Cash surrender values, participation and savings

#### 4.1 Guaranteed Values

- 10  The **cash surrender values** of a life insurance policy are the amount of savings guaranteed by the policy. **These values are not generally paid out in addition to the death benefit.** However, you may borrow against the cash surrender value by paying interest, or obtain the entire cash surrender value when the contract is cancelled.
- 10  The **net amount** is the total of the values that will be paid if the policy is terminated. The stated amount takes into account all the deductions that will be applied (reimbursement of loans, taxes, administration costs, etc.). This amount may be used for personal needs, to pay the premiums on a new policy, or as an investment. If the amount is invested, the rate used to calculate the estimated value must be realistic and market-based.



INSURANCE POLICY		CURRENT POLICY	PROPOSED POLICY																
<b>② Coverage provided (cont'd)</b>																			
<b>d</b>	The life insurance contract may be: <b>??</b> - on payment of: - in the following number of years: - for the following number of years:	<table border="1"> <tr> <td>fully paid-up</td> <td>extended</td> </tr> <tr> <td>\$</td> <td>\$</td> </tr> <tr> <td>yrs.  </td> <td>yrs.  </td> </tr> <tr> <td>yrs.  </td> <td>yrs.  </td> </tr> </table>	fully paid-up	extended	\$	\$	yrs.	yrs.	yrs.	yrs.	<table border="1"> <tr> <td>fully paid-up</td> <td>extended</td> </tr> <tr> <td>\$</td> <td>\$</td> </tr> <tr> <td>yrs.  </td> <td>yrs.  </td> </tr> <tr> <td>yrs.  </td> <td>yrs.  </td> </tr> </table>	fully paid-up	extended	\$	\$	yrs.	yrs.	yrs.	yrs.
fully paid-up	extended																		
\$	\$																		
yrs.	yrs.																		
yrs.	yrs.																		
fully paid-up	extended																		
\$	\$																		
yrs.	yrs.																		
yrs.	yrs.																		
<b>e</b>	The life insurance policy includes supplementary coverage, as follows: <b>?</b>	<table border="1"> <tr> <td>Insurability guarantee</td> <td>Insurability guarantee</td> </tr> <tr> <td>Exemption from premiums</td> <td>Exemption from premiums</td> </tr> <tr> <td>Accidental death or mutilation</td> <td>Accidental death or mutilation</td> </tr> <tr> <td>other</td> <td>other</td> </tr> </table>	Insurability guarantee	Insurability guarantee	Exemption from premiums	Exemption from premiums	Accidental death or mutilation	Accidental death or mutilation	other	other									
Insurability guarantee	Insurability guarantee																		
Exemption from premiums	Exemption from premiums																		
Accidental death or mutilation	Accidental death or mutilation																		
other	other																		
<b>③ Premiums</b>																			
<b>a</b>	Total annual premium: <b>?</b> What is the payment frequency? <b>?</b>	\$	\$																
<b>b</b>	Does the premium include an additional premium? <b>?</b> • If so: - why? - For how long?	Yes No																	
<b>c</b>	Does the premium take into account an exclusion? <b>?</b> • If so: - why? - for how long?	Yes No	To be determined																
<b>d</b>	Premium rate:	Smoker Non-Smoker	Smoker Non-Smoker																
<b>e</b>	Is the premium guaranteed? <b>?</b>	Yes No	Yes No																
<b>f</b>	Amount of the premium: - In 10 years: - At age 55: - At age 65:	\$ \$ \$	\$ \$ \$																
<b>g</b>	Guaranteed term of premium payment: <b>?</b>	yrs.	yrs.																
<b>h</b>	If the policy is of a universal life insurance policy, what is the amount of the minimum premium? <b>?</b> Is this amount Which premium does the policy owner choose? <b>?</b>	\$ guaranteed for yrs.   non-guaranteed level Incremental \$	\$ guaranteed for yrs.   non-guaranteed leveled out Incremental \$																
<b>④ Cash surrender values, participation and savings</b>																			
<b>4.1 Guaranteed values</b>																			
<b>a</b>	Does the life insurance policy have a cash surrender values? <b>?</b> Amount of the guaranteed: cash surrender values: - in 10 years: - at age 55: - at age 65:	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td>\$</td> <td>\$</td> </tr> <tr> <td>\$</td> <td>\$</td> </tr> <tr> <td>\$</td> <td>\$</td> </tr> </table>	Yes	No	\$	\$	\$	\$	\$	\$	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td>\$</td> <td>\$</td> </tr> <tr> <td>\$</td> <td>\$</td> </tr> <tr> <td>\$</td> <td>\$</td> </tr> </table>	Yes	No	\$	\$	\$	\$	\$	\$
Yes	No																		
\$	\$																		
\$	\$																		
\$	\$																		
Yes	No																		
\$	\$																		
\$	\$																		
\$	\$																		
<b>b</b>	What would the net amount paid out by the company be if the life insurance policy were cancelled today? How would this amount be used? <b>?</b>	<table border="1"> <tr> <td>\$</td> <td>Not applicable</td> </tr> <tr> <td>If funded, projection at</td> <td>%</td> </tr> <tr> <td>Amount invested:</td> <td>\$</td> </tr> <tr> <td>Estimated amount:</td> <td>\$</td> </tr> <tr> <td>at years</td> <td></td> </tr> </table>	\$	Not applicable	If funded, projection at	%	Amount invested:	\$	Estimated amount:	\$	at years								
\$	Not applicable																		
If funded, projection at	%																		
Amount invested:	\$																		
Estimated amount:	\$																		
at years																			

 Prior notice of replacement of life insurance policy  
 SECTION 2

INSURANCE POLICY		CURRENT POLICY		PROPOSED POLICY	
<b>② Coverage provided (cont'd)</b>					
The life insurance contract may be: <b>14 15</b>		fully paid-up	extended	fully paid-up	extended
<b>d</b>	- on payment of:	\$	\$	\$	\$
	- in the following number of years:	yrs.		yrs.	
	- for the following number of years:	yrs.		yrs.	
The life-insurance policy includes supplementary coverage, as follows: <b>16</b>		Insurability guarantee Exemption from premiums Accidental death or mutilation other		Insurability guarantee Exemption from premiums Accidental death or mutilation other	
<b>③ Premiums</b>					
<b>a</b>	Total annual premium: <b>17</b> What is the payment frequency? <b>18</b>		\$		\$
<b>b</b>	Does the premium include an additional premium? <b>19</b> • If so: - why? - For how long?	Yes	No	To be determined	
<b>c</b>	Does the premium take into account an exclusion? <b>20</b> • If so: - why? - for how long?	Yes	No		
<b>d</b>	Premium rate:	Smoker	Non-Smoker	Smoker	Non-Smoker
<b>e</b>	Is the premium guaranteed? <b>21</b>	Yes	No	Yes	No
<b>f</b>	Amount of the premium: - In 10 years: \$ - At age 55: \$ - At age 65: \$		\$		\$
<b>g</b>	Guaranteed term of premium payment: <b>22</b>		yrs.		yrs.
<b>h</b>	If the policy is of a universal life insurance policy, what is the amount of the minimum premium? <b>23</b> Is this amount	guaranteed for	yrs.	guaranteed for	yrs.
	Which premium does the policy owner choose? <b>24</b>	non-guaranteed level	Incremental	non-guaranteed leveled out	Incremental
			\$		\$

**④ Cash surrender values, participation and savings****4.1 Guaranteed values**

Does the life insurance policy have a cash surrender values? <b>25</b>		Yes	No	Yes	No
<b>a</b>	Amount of the guaranteed cash surrender values: - in 10 years: \$ - at age 55: \$ - at age 65: \$		\$		\$
What would the net amount paid out by the company be if the life insurance policy were cancelled today?			\$		\$
<b>b</b>	How would this amount be used? <b>26</b>	Not applicable If funded, projection at % Amount invested: \$ Estimated amount: \$ at years			

INSURANCE POLICY		CURRENT POLICY		PROPOSED POLICY	
<b>② Coverage provided (cont'd)</b>					
<b>d</b> The life insurance contract may be: <b>??</b> - on payment of: - in the following number of years: - for the following number of years:		fully paid-up \$ yrs.   yrs.	extended \$ yrs.   yrs.	fully paid-up \$ yrs.   yrs.	extended \$ yrs.   yrs.
<b>e</b> The life-insurance policy includes supplementary coverage, as follows: <b>?</b>		Insurability guarantee Exemption from premiums Accidental death or mutilation other		Insurability guarantee Exemption from premiums Accidental death or mutilation other	
<b>③ Premiums</b>					
<b>a</b> Total annual premium: <b>?</b> What is the payment frequency? <b>?</b>		\$ Yes No		\$ Yes No	
<b>b</b> Does the premium include an additional premium? <b>?</b> • If so: - why? - For how long?		Yes No		To be determined	
<b>c</b> Does the premium take into account an exclusion? <b>?</b> • If so: - why? - for how long?		Yes No			
<b>d</b> Premium rate:		Smoker Non-Smoker Yes No		Smoker Non-Smoker Yes No	
<b>e</b> Is the premium guaranteed? <b>?</b>		Yes No		Yes No	
<b>f</b> Amount of the premium: <ul style="list-style-type: none"> <li>- In 10 years:</li> <li>- At age 55:</li> <li>- At age 65:</li> </ul>		\$ \$ \$		\$ \$ \$	
<b>g</b> Guaranteed term of premium payment: <b>?</b>		yrs.		yrs.	
<b>h</b> If the policy is of a universal life insurance policy, what is the amount of the minimum premium? <b>?</b> Is this amount		\$ guaranteed for yrs.   non-guaranteed level Incremental \$		\$ guaranteed for yrs.   non-guaranteed leveled out Incremental \$	
Which premium does the policy owner choose? <b>?</b>					

## ④ Cash surrender values, participation and savings

### 4.1 Guaranteed values

<b>a</b> Does the life insurance policy have a cash surrender values? <b>?</b>		Yes No		Yes No	
Amount of the guaranteed: <ul style="list-style-type: none"> <li>- in 10 years:</li> <li>- at age 55:</li> <li>- at age 65:</li> </ul>		\$ \$ \$		\$ \$ \$	
<b>b</b> What would the net amount paid out by the company be if the life insurance policy were cancelled today?		\$		\$	
How would this amount be used? <b>?</b>		Not applicable		If funded, projection at % Amount invested: \$ Estimated amount: \$ at years	

Prior notice of replacement of life insurance policy

SECTION 2



## Section 3

### **4- Cash surrender values, participation and savings (cont'd)**

#### **4.2 Guaranteed Values**

**a- Guide**

**b- Table**

### **5- Reasons for replacement**

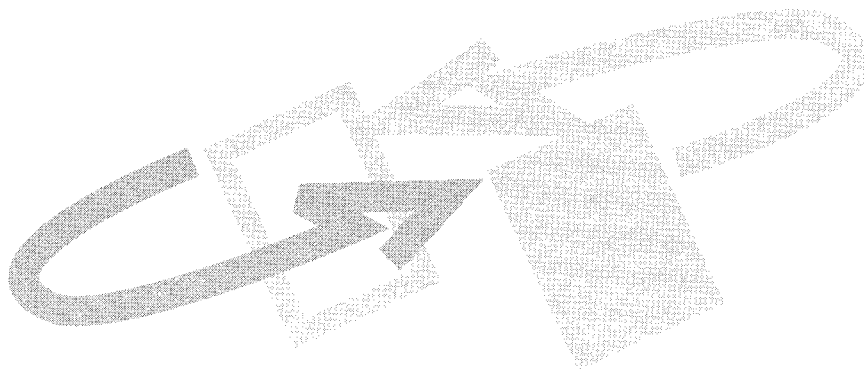
**a- Guide**

**b- Table**

### **6- Signature and dates**

**a- Guide**


**b- Table**




## Guide Section 3


### 4 - Cash surrender values, participation and savings


#### 4.2 Non-Guaranteed amounts

 **Participation in profits:** a participating life insurance policy entitles the policyholder to part of the profits generated by the insurance company. The **participation is never guaranteed**. It can be used to reduce the premium or take out additional life insurance, or it can be cashed in or otherwise used.


 **Projections** are forecasts of future returns. **They are not guaranteed.**

 **Additional life insurance** is the amount of additional life insurance purchased using the participation.


 The **investment amount** is an estimate of the amount accumulated under the policy.


 The **total death benefit** is the total coverage as indicated in point 11, to which the amounts estimated in (c) and/or (d) are added, where applicable.

### 5- Reason for policy replacement

 Remember that it is generally possible, and preferable, to amend an existing policy rather than replace it.

### 6- Signatures and dates

 The policyholder must enter his reasons for replacing the life insurance policy. If the representative is a trainee, the prior notice of policy replacement must be authorized by the person supervising the trainee's activities, namely the training supervisor.

 The entire form belongs to the policyholder, with the exception of the copies for the insurers involved.



## INSURANCE POLICY

## CURRENT POLICY

## PROPOSED POLICY

## ④ Cash surrender values, participation and savings (cont'd)

## 4.2 Non-guaranteed amounts

**a** Will there be any participation in the company's profits?  
If so, how will the participation be used?

Yes

No

Yes

No

**b** If the policy is a universal life insurance policy, is the accumulated savings fund payable in addition to the death benefit?

Yes

No

Yes

No

What is the rate used for the illustration?

%

%

28

## Additional life insurance:

Present

Proposed

Present

Proposed

Present

Proposed

Projections

**c** Savings fund available under the universal life insurance policy:

at age 55

at age 65

at age 75

**d** Savings fund available under the universal life insurance policy:

**e** Total death benefits

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

## ⑤ Reasons for replacement?

In what way does the proposed contract meet the needs of the policy-holder better, and what are the advantages and disadvantages of the policy replacement?

a

b

Is there any other relevant information that should be given in connection with the policy replacement?

## ⑥ Signatures and dates

## BEFORE SIGNING THIS FORM:

- 1 Make sure that it was filled out entirely in your presence or has been explained to you point by point.
- 2 Make sure you keep your current life insurance policy until the new policy is in force.
- 3 Remember that it is your responsibility, as a consumer, to ask all the questions required to understand the product you are offered; it is the responsibility of the representative to disclose all the information needed to help you do so.

REPRESENTATIVE

family name

given name

Signature

Telephone n°

Certificate n°

29

TRAINING SUPERVISOR

family name

given name

Signature

Telephone n°

Certificate n°

34

POLICYHOLDER

I, the undersigned, after reading this notice and understanding its terms, wish to proceed with the replacement of my current life insurance policy for the following reasons

Signature

Date

Telephone

Prior notice of replacement of life insurance policy

SECTION 33



INSURANCE POLICY	CURRENT POLICY	PROPOSED POLICY
------------------	----------------	-----------------

#### ④ Cash surrender values, participation and savings (cont'd)

##### 4.2 Non-guaranteed amounts

<b>a</b>	Will there be any participation in the company's profits? If so, how will the participation be used?	Yes	No	Yes	No
<b>b</b>	If the policy is a universal life-insurance policy, is the accumulated savings fund payable in addition to the death benefit? What is the rate used for the illustration?	Yes	No %	Yes	No %

Projections	Additional life insurance:	Present	Proposed	Present	Proposed	Present	Proposed
		at age 55		at age 65		at age 75	
<b>c</b>	Savings fund available under the universal life insurance policy:	\$	\$	\$	\$	\$	\$
<b>d</b>	Savings fund available under the universal life insurance policy:	\$	\$	\$	\$	\$	\$
<b>e</b>	Total death benefits	\$	\$	\$	\$	\$	\$

#### ⑤ Reasons for replacement?

**a** In what way does the proposed contract meet the needs of the policy-holder better, and what are the advantages and disadvantages of the policy replacement?

**b** Is there any other relevant information that should be given in connection with the policy replacement?

#### ⑥ Signatures and dates

##### BEFORE SIGNING THIS FORM:

- 1 Make sure that it was filled out entirely in your presence or has been explained to you point by point.
- 2 Make sure you keep your current life insurance policy until the new policy is in force.
- 3 Remember that it is your responsibility, as a consumer, to ask all the questions required to understand the product you are offered; it is the responsibility of the representative to disclose all the information needed to help you do so.

REPRESENTATIVE	family name	given name	Signature	Telephone n°.	Certificate n°.
TRAINING SUPERVISOR	family name	given name	Signature	Telephone n°.	Certificate n°.

**POLICYHOLDER** I, the undersigned, after reading this notice and understanding its terms, wish to proceed with the replacement of my current life insurance policy for the following reasons:

Signature Date Telephone

INSURANCE POLICY	CURRENT POLICY	PROPOSED POLICY
------------------	----------------	-----------------

#### ④ Cash surrender values, participation and savings (cont'd)

##### 4.2 Non-guaranteed amounts

<b>a</b>	Will there be any participation in the company's profits? <sup>27</sup>	Yes	No	Yes	No
	If so, how will the participation be used?				
<b>b</b>	If the policy is a universal life insurance policy, is the accumulated savings fund payable in addition to the death benefit?	Yes	No	Yes	No
	What is the rate used for the illustration?		%		%

	Additional life insurance:	Present	Proposed	Present	Proposed	Present	Proposed
		at age 55		at age 65		at age 75	
<b>c</b>	Savings fund available under the universal life insurance policy: <sup>28</sup>		\$	\$	\$	\$	\$
<b>d</b>	Savings fund available under the universal life insurance policy: <sup>29</sup>		\$	\$	\$	\$	\$
<b>e</b>	Total death benefits <sup>30</sup>		\$	\$	\$	\$	\$

#### ⑤ Reasons for replacement <sup>32</sup>

In what way does the proposed contract meet the needs of the policy-holder better, and what are the advantages and disadvantages of the policy replacement?

**a** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**b** Is there any other relevant information that should be given in connection with the policy replacement?

\_\_\_\_\_

\_\_\_\_\_

#### ⑥ Signatures and dates

##### BEFORE SIGNING THIS FORM:

- 1 Make sure that it was filled out entirely in your presence or has been explained to you point by point.
- 2 Make sure you keep your current life insurance policy until the new policy is in force.
- 3 Remember that it is your responsibility, as a consumer, to ask all the questions required to understand the product you are offered; it is the responsibility of the representative to disclose all the information needed to help you do so.

REPRESENTATIVE	family name	given name	Signature	Telephone n°	Certificate n°
_____					
TRAINING SUPERVISOR	family name	given name	Signature	Telephone n°	Certificate n°
_____					

**POLICYHOLDER** <sup>34</sup> I, the undersigned \_\_\_\_\_, after reading this notice and understanding its terms, wish to proceed with the replacement of my current life insurance policy for the following reasons:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature Date Telephone

Prior notice of replacement of life insurance policy

SECTION 3

**SCHEDULE II**

(s. 22, par. 2)

**PRIOR NOTICE OF REPLACEMENT OF AN INDIVIDUAL DISABILITY INSURANCE CONTRACT**  
(please print)

Name of insured: \_\_\_\_\_

Address: \_\_\_\_\_

Date of birth of insured:    \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
  Day   Month   Year

Telephone no.: \_\_\_\_\_

	REPLACED CONTRACT	PROPOSED CONTRACT
Company:	_____	_____
Policy no.:	_____	_____
Waiting period:	_____	_____
Duration of coverage:	_____	_____
Amount of benefit:	_____ \$	_____ \$
Amount of premium:	_____ \$	_____ \$

**REASON FOR REPLACEMENT**

1. How does the current contract fail to meet the client's needs?

\_\_\_\_\_  
\_\_\_\_\_

2. How will the proposed contract better meet the client's needs?

\_\_\_\_\_  
\_\_\_\_\_

3. Will the replacement involve any disadvantages for the client? If so, list them below.

\_\_\_\_\_  
\_\_\_\_\_**IMPORTANT NOTICE FOR CLIENT**

It is of the utmost importance, before signing this form, that you read all the information appearing on the reverse side of the client's copy.

**SIGNATURE:**

I hereby acknowledge that I have received a copy of this notice, duly completed, and that a copy of the notice will be sent to the mentioned companies.

Date: \_\_\_\_\_

Signature (insured): \_\_\_\_\_

Name of representative (block letters): \_\_\_\_\_

Signature of representative: \_\_\_\_\_

Telephone: \_\_\_\_\_

1. White:     copy of the policyholder
2. Yellow:    copy of the current insurer
3. Pink:       copy of the new insurer
4. Gold:       copy of the representative

**IMPORTANT NOTICE FOR THE INSURED**

1. This notice is intended to inform and protect you as you consider the possibility of amending your disability insurance policy. The change you are considering may require the issue of a new disability insurance policy, or the cancellation of your current policy.

2. The contract to be replaced should not be terminated before the proposed contract is issued and in force in accordance with your instructions.

3. The following facts may influence your decision to replace or not to replace your current contract:

(a) the clause providing for the incontestability of the policy after two years is not generally transferred from one contract to another. The validity of the new policy may, in some cases, be challenged in a situation where the old contract would have been incontestable.

(b) if your insurability has changed, a new policy may cost more and include more restrictions. You should not amend or cancel your current insurance contract without verifying your insurability.

(c) the new contract may not cover certain health problems which you may have contracted before it was issued and which may be covered by the replaced contract.

Please take these factors into account when you examine the prior notice of replacement.

**PROCEDURES TO BE FOLLOWED BY THE REPRESENTATIVE**

This document contains information required by the Bureau des services financiers when a disability insurance contract is replaced. It must be used whenever a contract is replaced.

1. Once the form has been duly completed, using a ball-point pen only, and signed by the insured, you must, using registered or certified mail and within five days of the signature of the proposal:

- (a) send the yellow copy to the head office of the insurer that issued the replaced contract;
- (b) send the pink copy to the head office of the insurer issuing the new contract.

2. The white copy must be given to the insured, and the gold copy must be kept for your records.

**COMPARATIVE CHART**  
(write in capital letters)

Data sheet prepared for: \_\_\_\_\_ insured by: \_\_\_\_\_ intermediary

Date: \_\_\_\_\_

	Replaced contract		Proposed contract	
<b>Company</b>				
Policy number				
<b>Characteristics of contracts</b>				
Amount of benefit		\$		\$
Compensation period				
In case of accident				
In case of sickness				
<b>Elimination period</b>				
Rehabilitation coverage	yes	no	yes	no
Occupation coverage	yes	no	yes	no
Period of occupation coverage				
Renewal	guarant.	not guarant.	guarant.	not guarant.
Rescindable	yes	no	yes	no
Exclusion of pre-existing sickness	yes	no	yes	no
<b>Premiums</b>	variable guarant.	level not guarant.	variable guarant.	level not guarant.
At present		\$		\$
In 5 years		\$		\$
In 10 years		\$		\$
Waiver of premiums	yes	no	yes	no
<b>Exclusion riders</b>	yes If yes, list them in the comments section below	no	yes If yes, list them in the comments section below	no
<b>INTEGRATION OF BENEFIT PROVISION</b>	yes	no	yes	no
With government plans				
With other contracts	yes	no	yes	no
<b>ADJUSTMENT OF BENEFITS</b>	yes	no	yes	no
Rate	___ min. ___ max. ___ lev.		___ min. ___ max. ___ lev.	



	Replaced contract		Proposed contract	
<b>Partial disability</b>	yes	no	yes	no
<b>Maximum period of compensation</b>				
PARTIAL LOSS OF EARNINGS	yes	no	yes	no
Maximum period of compensation				
<b>INCREASE OF BENEFIT</b>				
Option to increase benefit without evidence of insurability	yes	no	yes	no
Amount		\$		\$
Date of options				
Possibility to exercise options during disability	yes	no	yes	no
<b>Accidental death and dismemberment</b>	yes	no	yes	no
Amount		\$	Amount	\$

COMMENTS: Write in this section any other item comparing or contrasting the replaced contract(s) with the proposed contract.

2981

Gouvernement du Québec

## O.C. 831-99, 7 July 1999

An Act respecting the distribution of financial products and services  
(1998, c. 37)

### Fonds d'indemnisation des services financiers — Eligibility of a claim submitted

Regulation respecting the eligibility of a claim submitted to the Fonds d'indemnisation des services financiers

WHEREAS under subparagraph 4 of the first paragraph of section 228 of the Act respecting the distribution of financial products and services (1998, c. 37), the Bureau des services financiers shall, by regulation, determine the conditions governing the eligibility of a claim presented to the Fonds d'indemnisation des services financiers and the maximum amount of compensation that may be paid;

WHEREAS under that section, the Bureau made the Regulation respecting the eligibility of a claim submitted to the Fonds d'indemnisation des services financiers;

WHEREAS in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), the draft Regulation was published in the *Gazette officielle du Québec* of 12 May 1999, with a notice that it could be submitted to the Government for approval upon the expiry of a 45-day period following that publication;

WHEREAS it is expedient to approve the Regulation, with amendments;

IT IS ORDERED, therefore, upon the recommendation of the Minister of State for the Economy and Finance and Minister of Finance: