

## SUMMARY

### DELAY & WITHDRAWAL\*

- In the event a closing delay or withdrawal of the real estate transaction entirely beyond your control should occur, the RE/MAX Tranquilli-T program will provide coverage for unforeseen, verifiable, necessary and reasonable additional expenses incurred by you, including all necessary, reasonable expenses to avoid or reduce additional expenses. Additional expenses include, but are not limited to: hotels, storage, moving expenses, pet boarding, property taxes, heating, electricity, property insurance and interest on unexpected bridge financing. Subject to a \$300 deductible.
- Effective for a maximum period of 180 days from the original scheduled date of closing or up to the maximum coverage limit, whichever comes first.

### DEATH OF BUYER OR BUYER'S SPOUSE\*

- If the buyer or the buyer's spouse dies between the signing date of the binding promise to purchase and the scheduled date of closing, the RE/MAX Tranquilli-T program will undertake the buyer's commitments stipulated in the binding promise to purchase.
- The RE/MAX Tranquilli-T program will assume the expenses related to the property until its resale.
- Death coverage is for the sole benefit of the seller who has a RE/MAX Tranquilli-T policy and whose property is \$3,000,000 or less.

### TELEPHONE LEGAL INFORMATION SERVICE\*

- The RE/MAX Tranquilli-T program provides free, unlimited bilingual telephone legal services where you can obtain assistance for legal questions related to your real estate transaction and the property.
- Commences with the completion of the binding promise to purchase and expires eighteen (18) months from the original scheduled date of closing.

### LEGAL ASSISTANCE TO REACH AN AMICABLE SETTLEMENT

- In the event of a dispute with a third party in connection with your transaction or the property, the Tranquilli-T program provides you with up to three (3) hours of assistance from experienced lawyers who can analyze your documentation, draft the required documents (notice of denunciation, formal notice, transaction) and negotiate on your behalf to reach an amicable agreement.
- Valid for up to eighteen (18) months from the date of signature of the deed of sale.

### SMALL CLAIMS SUPPORT

- If you are involved in a Small Claims Court proceeding related to your real estate transaction or property, the Tranquilli-T RE/MAX program will guide you through the legal process by providing up to three (3) hours of telephone coaching.
- Valid from the date of the promise to purchase until eighteen (18) months following the initial date of signature of the deed of sale.

### ELIGIBILITY\*

Residential real estate transactions represented by a RE/MAX real estate broker participating in the RE/MAX Tranquilli-T program. Available for residences in the province of Quebec with a sale price of up to five million (\$5,000,000) dollars. Certain properties are not eligible under this program, please refer to the policy and/or contact the insurance broker GPL Assurance Inc., a wholly owned subsidiary of Gallagher Canada Limited at 1-844-435-9002 for more information.

\*The RE/MAX Tranquilli-T program is underwritten by The Insurance Company of Prince Edward Island. Arthur J. Gallagher Canada Limited is the insurance broker of record. The information contained in this document is only an outline of coverages available and is not intended to be a legally binding agreement. For exact terms, conditions, limitations, exclusions and extensions, please refer to the policy wording. This program is available to customers of RE/MAX real estate brokers participating in the RE/MAX Tranquilli-T program.

This document has been prepared by Arthur J. Gallagher Canada Limited.

For more detailed information, please contact the insurance broker Arthur J. Gallagher Canada Limited at 1-844-435-9002.



**PEACE OF MIND DURING YOUR  
REAL ESTATE TRANSACTION.**

## RE/MAX TRANQUILLI-T PROGRAM\* - FAQ

### General\*

#### **If I have questions or require further information on the RE/MAX Tranquilli-T program, whom should I contact?**

Please contact the insurance broker GPL Assurance Inc., a wholly owned subsidiary of Gallagher Canada Limited at 1-844-435-9002 for more information.

#### **Are secondary homes eligible?**

Secondary homes are eligible provided the secondary home can be occupied year-round.

#### **Are foreclosure properties eligible?**

Foreclosure properties are not eligible for the seller; however, they are for the buyer.

#### **Are estate properties eligible under the RE/MAX Tranquilli-T program?**

Yes, estate properties are eligible.

#### **Is a mobile home eligible under the RE/MAX Tranquilli-T program?**

Yes, a mobile home is eligible as long as it is permanently fixed to foundations, and is occupied as a residence and is situated on land intended for the emplacement of a mobile home, whether this land is rented or not, with a real property title or cadastral designation and taxed as an immovable in the municipality in which the mobile home is located.

#### **Is a property sold without legal warranty eligible under the RE/MAX Tranquilli-T program?**

Yes, this type of property is eligible.

#### **Is there a cost to me for this program?**

No, your Tranquilli-T policy has been fully purchased for your benefit by the RE/MAX real estate broker participating in the RE/MAX Tranquilli-T program.

### Closing Delay & Withdrawal Coverage

#### **Will the RE/MAX Tranquilli-T program assume the full amount of my mortgage payment in the event of a delay or withdrawal?**

No, the RE/MAX Tranquilli-T program does not compensate for mortgage or bridge financing payments. However, coverage may be provided to reimburse the interest on an additional mortgage or bridge financing payment that you had to acquire in order to purchase your new home when the sale of your current property was contingent on the mortgage approval.

#### **What happens in the event the buyer withdraws from the real estate transaction?**

If the buyer withdraws following the finalized binding promise to purchase, the RE/MAX Tranquilli-T program will reimburse the seller for any necessary, verifiable, reasonable and unforeseen additional expenses incurred over and above the \$300 deductible for a period of up to 180 days from the scheduled date of closing or up to the maximum policy limit.

#### **In the event of a delay or withdrawal, will my loss of income be considered as an unforeseen expense and be paid by the RE/MAX Tranquilli-T program?**

No, this would not be covered under the policy.

#### **In the event that I and/or my family must be temporarily relocated due to a delay or withdrawal beyond my control, would my hotel expenses be reimbursed?**

Yes, provided the necessary, verifiable, reasonable

and unforeseen additional expenses are incurred due to a delay or withdrawal beyond your control and not caused by you.

#### **Following the sale of the seller's property, the seller is advised by their lender that there is a financial penalty for paying off their mortgage. Will the RE/MAX Tranquilli-T program reimburse the cost of the penalty?**

No, this is not considered an unforeseen expense. The seller should have been made aware of this penalty by their mortgage lender.

#### **If I have to put my belongings in temporary storage due to a closing delay or withdrawal caused by the seller, will this expense be covered by the RE/MAX Tranquilli-T program?**

Yes, storage expense is covered provided that it is an unforeseen, verifiable, and necessary additional expense beyond your control.

#### **A delay in closing caused by the seller occurs. The moving company is charging me a penalty for cancelling my moving date. Will the RE/MAX Tranquilli-T program cover this expense?**

Yes, provided the delay was unknown to you, this would be considered an unforeseen, verifiable, and necessary additional expense.

#### **I cannot move into my new property due to a delay in closing caused by the seller. My dog and I must move out of my existing property. As the hotel will not accept pets, will the RE/MAX Tranquilli-T program cover the costs for boarding at a kennel?**

The RE/MAX Tranquilli-T program will cover the unforeseen, verifiable, and additional expense for temporary housing such as a hotel and/or the costs of putting your pet in a kennel, if required.

#### **In the binding promise to purchase, the buyer is expected to pay for the property in cash. However, shortly before the signing of the notarial deed, he declares that he will not have the money and that he is withdrawing from the transaction. Am I entitled to the Delay & Withdrawal component of the RE/MAX Tranquilli-T program?**

Yes, you are eligible for the Delay & Withdrawal component of the RE/MAX Tranquilli-T program if the buyer has paid a deposit or has presented you with proof of transfer of funds to a trust account for a minimum value of five thousand dollars (\$5,000) which confirms the following information, either that the name of the owner of the funds matches the buyer, that the funds are available in Canada and that the funds are sufficient to cover the sale price provided in the binding promise to purchase.

#### **The buyer has provided me with mortgage approval as stipulated in the binding promise to purchase. There is a delay or a withdrawal in my transaction. Am I entitled to the Delay & Withdrawal component of the RE/MAX Tranquilli-T program?**

Yes, you are eligible for the Delay & Withdrawal component of the RE/MAX Tranquilli-T program if the mortgage approval provided by the buyer includes the following: the names and contact details of the mortgage broker, financial institution or private lender approved by the CMHC, the name of the borrower(s), the address of the property, the amount of the loan or confirmation that the loan is approved for an amount equal to or greater than the sale price provided in the binding promise to purchase.

### Death Coverage\*

#### **What happens to a buyer with a Tranquilli-T policy if the seller dies without a Tranquilli-T policy?**

If, prior to or on the scheduled date of closing, the seller dies and the seller's estate chooses not to proceed with the transaction, the buyer with a Tranquilli-T policy would be eligible for reimbursement of unforeseen, verifiable, and necessary additional expenses under the Delay and Withdrawal coverage and for legal assistance from the Telephone Legal Information Service.

#### **If the buyer or the buyer's spouse dies prior to or on the scheduled date of closing, will the seller, with a RE/MAX Tranquilli-T policy, receive the agreed sale price as stipulated in the binding promise to purchase?**

In the event the buyer or the buyer's spouse should die and the surviving spouse withdraws from the real estate transaction, the seller with a RE/MAX Tranquilli-T policy will receive the sale price for the property as stipulated on the binding promise to purchase. Any additional costs following the payment of the sale price to the seller are the responsibility of the RE/MAX Tranquilli-T program until the resale of the property.

#### **Can I benefit from the «death» component of the Tranquilli-T program, regardless of the sale price of my property?**

No, properties with a sale price of more than \$3 million (\$3,000,000) are not eligible for the «death» component of the Tranquilli-T program.

### Telephone Legal Information Service Coverage\* (including Small Claims Court coaching)

#### **What are the hours of operation for the Telephone Legal Information Service?**

The service is available Monday through Friday from 8:00 am to 8:00 pm, excluding statutory holidays in Quebec.

#### **Who handles customer inquiries under the Telephone Legal Information Service coverage?**

All calls will be handled by a lawyer who is a member of the Barreau du Quebec specializing in real estate transactions.

#### **What type of questions will the Telephone Legal Information Service answer?**

The service will provide legal information and answers to questions related to the real estate transaction and subsequent ownership of the property. For example, questions related to property boundaries issues or a latent defect.

#### **Can the Telephone Legal Information Service help me draw up a will or help me in my divorce settlement?**

No, the service is exclusively dedicated to any legal problem related to the property or the real estate transaction.

#### **Is there a limit to the number of calls that I can make to the Telephone Legal Information Service?**

During the coverage period, you can make unlimited calls to the service.

#### **What is the period of time that I can use the Telephone Legal Information Service?**

The service is available to you from the finalized binding promise to purchase and expires eighteen (18) months from the original scheduled date of closing.

#### **Will the Telephone Legal Information Service advise me on what strategy to adopt for my legal case?**

No, the service will provide you with legal information on Quebec law and provide an overview of legal procedures.

#### **Does the Telephone Legal Information Service provide any coaching in preparation for appearances in the Small Claims Division of the Court of Quebec («Small Claims Court»)?**

As part of the Telephone Legal Information Service, you and/or your spouse will have up to three (3) hours of legal information support services for litigation that falls under the scope of the Small Claims Court resulting from the real estate transaction and subsequent occupation of the property.

#### **Can the Telephone Legal Information Service lawyers communicate with the opposing party or the Small Claims Court on my behalf?**

No. Lawyers are not permitted to represent you before the Small Claims Court. You must self-

represent in Small Claims Court.

#### **Can I request the Telephone Legal Information Service to prepare my formal notice or file the claim for Small Claims Court?**

This service is restricted to only legal questions that can be asked and reasonably answered by telephone. The service will guide you through the legal process, including preparation of a formal notice and can provide you with the necessary templates of various documents required in preparation for Small Claims Court.

#### **During the Small Claims Court hearing, the judge ruled in my favour, what do I do next?**

The service will guide you on the various options available to you following the court's judgment.

### Settlement Assistance Service

#### **What are the opening hours of the Settlement Assistance Service?**

The service is open Monday to Friday from 8 a.m. to 6 p.m., except on statutory holidays in Quebec.

#### **Who offers this service?**

The Settlement Assistance Service is provided by experienced lawyers who are members of the Quebec Bar.

#### **Can I use the Settlement Assistance Service to draft a formal notice?**

Yes, as part of this service, the analysis of documents in the file, the drafting of a notice of termination, a demand letter or a release, or written and/or telephone negotiations with third parties are all part of the service offered to you.

#### **Can the Settlement Assistance Service help me negotiate with my ex-spouse regarding custody of our children?**

No, the Settlement Assistance Service is devoted exclusively to disputes arising from real estate transactions or property occupancy.

#### **Will I be able to meet with the lawyer to discuss my case and ask any questions I may have?**

Yes, in addition to speaking to you by telephone, the lawyer will be able to meet with you by videoconference.

## ELIGIBILITY AND EXCLUSION CHART\*

### Properties

#### Eligible

- A property with 5 units or less
- A property leased or purchased for the purpose of leasing
- A secondary residence that can be occupied year-round
- A condominium
- Property sold without legal warranty
- A mobile home permanently attached to foundations, with title deed or cadastral designation and subject to property taxes
- A residence located on a land of not more than 40 acres
- A hobby farm located on a land not exceeding 100 acres
- Property with a sale price of up to \$5,000,000
- A vacant property on condition that it is not abandoned

#### Excluded

- Newly constructed home
- Land
- Abandoned property
- Foreclosure property, except for the buyer

### Customers

#### Admissibles

- Individual, group of individuals or a succession
- Customers of or accompagnied by RE/MAX real estate brokers participating in the RE/MAX Tranquilli-T program
- Family trust

#### Excluded

- A company or corporation
- Real estate developer