

## RESIDENTIAL TITLE INSURANCE ORDER FORM (Quebec)

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

Telephone: 866.235.9152 Fax: 450.973.4447 Email: [quebec@stewart.com](mailto:quebec@stewart.com)

### FIRM INFORMATION

Notary: \_\_\_\_\_

Contact: \_\_\_\_\_

Firm: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

Your File Number: \_\_\_\_\_

How do you prefer to receive your policy(ies)?

- Fax  
 Email\*

\*I have obtained consent from my client to have their personal information provided to Stewart Title for the purpose of issuing a title insurance policy to them and/or their lender and, where applicable, to have their personal information transmitted electronically.

Please list the names of any other notary/lawyer involved in this transaction: \_\_\_\_\_

Have you received a quote regarding this transaction?

- Yes  No

If yes, please provide the amount received. \_\_\_\_\_

### POLICY INFORMATION

Transaction Type:

- Purchase/Transfer of a property  
 Refinancing (borrower is already the owner)

Closing Date: Hypothec: \_\_\_\_\_ Sale: \_\_\_\_\_

Purchase Price: \$ \_\_\_\_\_

Property Type:

- Single Family Residential  
 Condominium  
 Vacant Land  
 2 to 6 Residential Units Number of units: \_\_\_\_\_  
 Farm  
 Other: \_\_\_\_\_

Interest in Land:

- Full and total ownership  Leasehold  Other : \_\_\_\_\_

Policies Required:

- Owner  Lender  Both

Policy language

- English  French

## OWNER / PROPERTY INFORMATION

Purchaser / Borrower Name(s): (as they will appear in the deeds)

Current Vendor Name(s) : (if a purchase or transfer)

Municipal Address of Property to be Insured : (for additional properties, please attach a list of the other properties)

Legal Description of Property to be Insured :

Lot number: \_\_\_\_\_

Cadastre: \_\_\_\_\_

Registration division: \_\_\_\_\_

If a Part of Lot:

Please provide the legal description or the registration number of the last deed containing the correct legal description:

## HYPOTHEC INFORMATION

(For additional Lender Policies, please attach a separate page)

(If the hypothec blankets over additional properties, please complete and attach a separate list of the other properties)

Lender's Name: \_\_\_\_\_

Hypothec in favour of the vendor (balance of the sale price)

Hypothec Amount: \$ \_\_\_\_\_

Priority:                    1st            2nd            3rd            4th

Loan Reference Number \_\_\_\_\_            Loan to value ratio is 75% or less:            Yes            No

If it is a private lender providing the hypothec:

Term of the loan: \_\_\_\_\_ Interest rate of the loan: \_\_\_\_\_

Is the hypothec being used for the purpose of financing construction/development/ renovations or Is the hypothec securing a construction take out loan?    **or**    Was there construction/renovation recently completed on the land, Is the property currently under construction and/or has work already been started to facilitate future development (i.e. Architect drawings, engineering plans, layout plans)?                    Yes                    No

If yes, is coverage for legal hypothecs of persons having taken part in the construction or renovation of an immovable required? (lender only)                    Yes                    No (An exception to this effect shall appear in Schedule B of the policy)

Is the hypothec being advanced in stages?                    Yes                    No

For Private Lender: Do you want the Post Date of Policy Super Priority Lien Endorsement\* (additional premium applies)?                    Yes                    No

If Yes, is the borrower in arrears of any payments of PST/QST (or similar tax) or governmental source deductions?                    Yes                    No

\*The Post Date of Policy Super Priority Lien Endorsement is not available for vendor take-back mortgages (VTB) or residential private lenders that are not 1st, 2nd or 3rd priority.

## TITLE SEARCH RESULTS

How long has the borrower and/or Vendor owned the property? \_\_\_\_\_

In your opinion, are there any adverse matters affecting title?            Yes            No

If yes, please explain:

## TITLE SEARCH RESULTS (continued)

Existing Hypothecs:

No Existing Hypothecs on Title

To Be Discharged (please specify below which hypothecs are being reimbursed and discharged with the proceeds of the present transaction)

| Registration Number | Registration Date | Type of hypothec |
|---------------------|-------------------|------------------|
| _____               | _____             | _____            |
| _____               | _____             | _____            |
| _____               | _____             | _____            |

Remaining on Title (please list the details below, and add a separate sheet if required)

Lender: \_\_\_\_\_

Registration date: \_\_\_\_\_

Hypothec amount: \$ \_\_\_\_\_

Registration number: \_\_\_\_\_

Priority:  1st  2nd  3rd Is it reimbursed (paid)?  Yes  No

## CERTIFICATE OF LOCATION INFORMATION

Do you have a certificate of location?  Yes  No

If **yes**, does the certificate of location disclose any defects OR are you aware of any changes made since the date of the certificate of location?  Yes  No

If yes, please explain and provide a copy of the certificate of location:

*Regarding the defects disclosed in the certificate of location:*

1. Have the structures existed for more than 2 years?  Yes  No
2. To your knowledge, have any notices been received or are there any ongoing disputes regarding the defects?  Yes  No
3. To your knowledge, have any steps been taken or will any steps be taken to correct the defects?  Yes  No

## OFF-TITLE SEARCH RESULTS

Please refer to our residential search requirements (available on request or on our website).

Are there tenants or will there be tenants?  Yes  No

Taxes are paid to date or will be paid from closing funds:  Yes  No

Common Expenses and Special Contributions (if a condominium):

Paid to date  Arrears to be paid using closing funds  Not required : refinancing

Public Utility Charges:

Paid to date  Arrears to be paid using closing funds  Not required

Water:

Municipal  Artesian well  Other \_\_\_\_\_  Do not know

Sewers

Municipal  Septic tank  Other \_\_\_\_\_  Do not know

Are there any governmental liens registered on title? Yes No

## ADDITIONAL ENDORSEMENTS

**Do you require a septic system endorsement?**

Yes  No

To your knowledge, is the septic system non-conforming?

Yes  No  Do not know

**Do you require a water potability endorsement? (lender only)**

Yes  No

To your knowledge, is the water not potable?

Yes  No  Do not know

Does the water come from a river or lake?

Yes  No  Do not know

## ADDITIONAL QUESTIONS

(Please note that additional information or documents may be required in accordance with your answers)

FOR ALL TRANSACTIONS:

1. Will you be obtaining, verifying Canadian/Provincial government issued photo ID of the parties prior to closing and keeping a legible copy in your file?  Yes  No
2. Do you know the vendor? (for a purchase only)  Yes  No
3. Do you know the borrower or the purchaser?  Yes  No
4. Is a real estate broker involved in the present transaction? (for a purchase only)  Yes  No
5. **FOR A REFINANCING ONLY:** Is a power of attorney/mandate for the borrower(s) being used in the present transaction?  Yes  No

**If yes:**

- a. Is the power of attorney notarized (not revoked)?  Yes  No
  - b. Are the remaining proceeds of the refinancing being made payable to anyone OTHER than the mandator?  Yes  No
6. Have there been any transfers of title or discharges of hypothecs registered within the last 6 months of the present transaction?  Yes  No
- If yes, what was the nature of the transfer or discharge?

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On what date did it occur? \_\_\_\_\_

7. Has another title insurance company refused to issue a title insurance policy for this transaction?  Yes  No
- If yes, please explain: \_\_\_\_\_
8. Is a Private Lender providing the new hypothec?  Yes  No
  9. Is the property hypothec free? (presently no hypothecs on title)  Yes  No
  10. Is the property vacant land?  Yes  No
  11. Is the transfer between connected persons, between persons of the same family, between spouses, between co-owners, between legatees of a succession, between a trustee to a beneficiary or between a legal person to its directors?  Yes  No

**For a purchase**

1. Will the money serving for the purchase transaction transit in your trust account?  Yes  No
2. Is any part or all of the proceeds of the sale paid to a party other than the vendor or to pay the reimbursement of the existing loan, notary fees, brokerage fees, land surveyor fees, public utility cost arrears or municipal and school tax arrears?  Yes  No

**If yes,** please explain:

**For a Refinance:**

1. Are the proceeds of the refinancing being made payable to anyone OTHER than an existing lender or to the borrower(s) directly?  Yes  No
2. **If yes**, will the proceeds be used to pay municipal/school taxes, utility fees, a mortgage broker for brokerage fees, a notary/lawyer for legal fees, the owner, a creditor on title, a borrower non-owner that is a spouse, child or parent of the owner or a credit card company for credit cards in the name of the owner or a borrower non-owner that is a spouse, child or parent of the owner.  Yes  No

**If no**, please list all other parties to whom sums are being made payable to:

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Other comments:

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Note: If the Report on Title below is not signed by the notary at the time the present order form is submitted, a separate Report on Title to be signed will be provided with your confirmation package.

REPORT ON TITLE: I have investigated title to the insured land in the manner prescribed by la Chambre des notaires du Québec, excluding, however, those searches not required by Stewart Title Guaranty Company; and in my opinion, in so far as that investigation revealed each named insured will obtain, upon registration of the transfer/deed and/or mortgage, a good marketable interest in the insured land referred to in Schedule "A" of the Policy. I also confirm the following:

1. I will comply with any and all requirements of the hypothec lender as set out in its Instructions to notary prior to funding.
2. I have disclosed all title matters which would otherwise qualify my opinion on title;
3. I will advise Stewart Title of any additional registrations or matters affecting title, changes to the status of the property and/or the insured's interest prior to closing;
4. I will advise Stewart Title of any changes in the Scheduled Closing Date;
5. I will disclose all the standard Exclusions referred to in the Policy and the Exceptions and Coverages set out in Schedule "B" to the purchaser and/or the lender as applicable.
6. I will forward the document entitled Title Insurance for Homeowners- Key information when you are purchasing a home" with the covering note to the purchaser and the title insurance policy (s) to the purchaser and/or the lender as applicable.

Stewart Title Guaranty Company waives any rights of subrogation it may have against me in respect of any and all of the foregoing and I shall be liable to Stewart Title Guaranty Company for any loss resulting from my intentional act or omission or gross negligence and/or any fraudulent act or omission by me.

Whenever possible, Stewart Title requires policies be ordered prior to closing.

PLEASE NOTE that Stewart Title reserves the right to refuse to issue policies that are ordered after closing.

Signed on the \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_\_

Notary Signature: \_\_\_\_\_

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Stewart Title is committed to protecting the privacy and personal information of those insured under Stewart Title policies. The information provided about them is kept confidential and used for the purposes set out in our privacy policy, including but not limited to, the underwriting and issuing of policies and administering of claims. For a copy of our complete privacy policy, please visit our website at [www.stewart.ca](http://www.stewart.ca), or contact our Privacy Officer at 888.667-5151.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Stewart Title Guaranty Company's insurance business in Canada.