

Notice of Movable Hypothec without Delivery (Québec)

This form does not create a movable hypothec. Its sole purpose is to provide notice to ivari pursuant to *section 2461 of the Civil Code of Quebec*.

NOTE: This form allows you to notify ivari that a Movable Hypothec without delivery has been consented to in Québec and that a policy has been assigned as collateral. Notice can also be given to ivari by transmitting the document attesting to the Movable Hypothec to which you have agreed. The Owner(s) and the hypothecary creditor take full responsibility that the form meets the legal requirements for the purpose(s) they seek to achieve. By signing this form the Owner(s) and the beneficiary(ies) confirm that they have had the opportunity to seek independent legal advice. ivari is not responsible for the validity of the hypothec.

The hypothec ranks from the time ivari receives notice thereof.

1 Contract Details

Policy Number(s)

OWNER(S) Last name	First name
Last name	First name

2 Notice of Hypothec (Hypothecary Creditor Details)

I, the undersigned Owner, hereby notify you that I have charged by hypothec all my rights inherent in and resulting from the abovementioned policy in favour of the hypothecary creditor named below, up to the balance of the debt, interest and accessories.

Name of Assignee (creditor)

Address			Apt./suite #
City	Province/territory/state	Country	Postal/zip code
Telephone number		Relationship to policy Owner(s)	

3 Signature of Owner(s) **ALL OWNERS MUST SIGN IF THERE ARE MULTIPLE OWNERS**

If the Owner is a corporation, the signature, name and title of the authorized signing officer(s) thereof are required, as stated in the bylaws of the corporation, together with the full legal name of the corporation. I the undersigned, Owner of the policy, confirm that:

- All my rights under this policy are charged with a hypothec up to the balance of the debt, interest and accessories;
- This hypothec revokes any beneficiary designation up to the balance of the debt, interest and accessories;
- ivari is not responsible for the validity of the hypothec and the parties to the hypothec have the responsibility to obtain independent legal advice;
- ivari has no responsibility to notify the hypothecary creditor that a policy premium is due or that the policy could or has lapsed for non payment of premiums. No act or conduct on the part of ivari (i) can cause an obligation or duty to notify the hypothecary creditor, or (ii) constitutes a waiver of any policy provision;
- The exercise of any right provided by the moveable hypothec without delivery must be preceded by notice as required by Law to exercise these hypothecary rights.

 Signature of Owner (and title, if applicable) Witness Date (DD/MM/YYYY)

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Please read ivari's Privacy Policy at ivari.ca to understand how ivari handles your personal information. We may update this Privacy Policy from time to time.

4 Consent of Irrevocable Beneficiary

By signing below, the irrevocable beneficiary consents to the movable hypothec without delivery in favour of the above-mentioned hypothecary creditor up to the balance of the debt, interest and accessories, as outlined in section 2:

Irrevocable beneficiary signature

Witness

Date (DD/MM/YYYY)

Print name of irrevocable beneficiary



P.O. Box 4241, Station A, Toronto, ON M5W 5R3 • Telephone: 1-800-846-5970



**The fastest and easiest way to send us your completed and signed forms is through our online tool,
Send documents on ivari.ca. By using this tool, forms are sent instantly and securely.**

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