



NATIONAL ASSEMBLY

SECOND SESSION

THIRTY-NINTH LEGISLATURE

Bill 24

**An Act mainly to combat consumer debt
overload and modernize consumer credit
rules**

Introduction

**Introduced by
Mr. Jean-Marc Fournier
Minister of Justice**

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EXPLANATORY NOTES

This bill amends the Consumer Protection Act, mainly as concerns credit.

Measures contained in the Agreement for Harmonization of Cost of Credit Disclosure Laws in Canada are integrated into the Act, including the compulsory disclosure of certain information, rules applicable when a contract is amended or renewed, the delivery of contractual documents to the consumer and the sending of statements of account in the case of contracts with a variable credit rate.

The time granted consumers to cancel certain credit contracts is increased from two to seven days, and an accessory contract entered into at the same time as a credit contract may be cancelled at any time if it was not required as a condition for the credit contract. Provided they are not already in default, consumers who, by reason of superior force, are unable to meet the terms and conditions of payment under a credit contract will be able to ask the court to modify those terms and conditions.

New rules are introduced to combat consumer debt overload. It will now be prohibited

– to falsely or misleadingly represent to consumers that credit may improve their financial situation;

– to offer a product or a service to incite a consumer to apply for a credit card;

– to grant a higher credit limit than that requested by the consumer;

– to send a document to a consumer, unless it has been requested in writing, that would allow the consumer, by signing it, to use credit already extended to the consumer;

– to enter into an open credit contract with an unemancipated minor without the written authorization of a person having parental authority;

– for a loan broker to receive a fee directly from a consumer;
and

– to increase a promotional credit rate before the expiry of a six-month period.

In addition, merchants will be required to verify a consumer's capacity to repay the credit requested or to perform the obligations arising from a long-term leasing contract before entering into the contract. In the case of a credit card contract, the minimum payment required for a period will have to be at least equal to a certain percentage of the outstanding balance, as determined in the bill, which percentage is to increase progressively to 5%.

New rules proposed for open credit contracts concern, among other things, the disclosure of information in certain documents, the credit rate, credit limit increases, the revocation of a preauthorized payment agreement, and consumer liability in the case of loss, theft or fraudulent use or any other unauthorized use of a credit card.

New rules applicable to long-term leasing contracts pertain to such subjects as contract content, amendments to contracts, the cancellation period, the possibility for consumers to ask for the suspension of instalments during legal proceedings, the residual value of leased goods, the purchase option, the right of repossession and the right to sublease or to transfer the contract.

Provisions are introduced concerning consumer liability in case of loss, theft, fraud or any other unauthorized use of a debit card.

A sale with a right of redemption will in certain cases be considered a contract for the loan of money, and new rules are introduced concerning the voluntary return of goods under instalment sale contracts.

As concerns advertising, it will become mandatory to present information in a clear, legible and understandable manner. Using a picture that is not an accurate depiction of goods will be prohibited. The use of the expression "cost price" is to be regulated. Advertising a credit rate without also mentioning the other terms and conditions applicable to the credit will be prohibited.

Rules are established as regards certain business practices. For instance, the withholding of an amount on a credit card before a transaction will be regulated and the sending of certain information to a personal information agent following the cancellation of a contract by the consumer will be prohibited.

Various amendments are also introduced concerning contracts entered into with itinerary merchants, distance contracts, permits and offences.

The Travel Agents Act is amended to allow the contestation, before the Administrative Tribunal of Québec, of a decision by the president of the Office de la protection du consommateur to cancel or suspend a travel counsellor certificate or to refuse to issue such a certificate.

The Act respecting the collection of certain debts is also amended so that punitive damages may be claimed in the case of a failure to perform an obligation under that Act.

Lastly, consequential and transitional amendments are included in the bill.

LEGISLATION AMENDED BY THIS BILL:

- Travel Agents Act (R.S.Q., chapter A-10);
- Consumer Protection Act (R.S.Q., chapter P-40.1);
- Act respecting the collection of certain debts (R.S.Q., chapter R-2.2).

Bill 24

AN ACT MAINLY TO COMBAT CONSUMER DEBT OVERLOAD AND MODERNIZE CONSUMER CREDIT RULES

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

CONSUMER PROTECTION ACT

1. Section 1 of the Consumer Protection Act (R.S.Q., chapter P-40.1) is amended by inserting the following subparagraph after subparagraph *e.1* of the first paragraph:

“(e.2) “loan broker” means a person other than a member of a professional order governed by the Professional Code (chapter C-26) who, for the purposes of a credit contract, acts as an intermediary between a consumer and a person willing to advance money;”.

2. Section 6 of the Act is amended by striking out paragraph *c*.

3. Section 7 of the Act is amended

(1) by inserting “103.1,” after “103;”;

(2) by striking out “116.”.

4. Section 32 of the Act is amended by adding the following paragraph at the end:

“The merchant must also give a copy or a duplicate of any other document signed by the consumer at the time the contract is entered into.”

5. Section 54.8 of the Act is amended by replacing the second paragraph by the following paragraph:

“However, the cancellation period begins

(a) as of the performance of the merchant’s principal obligation if the consumer, at that time, observes that the merchant has not disclosed all the information described in section 54.4 or has not disclosed it in accordance with that section;

(b) where the consumer paid with a credit card or another payment instrument determined by regulation, as of the receipt of the statement of

account if the consumer, at that time, observes that the merchant has not disclosed all the information described in section 54.4 or has not disclosed it in accordance with that section.”

6. Section 58 of the Act is amended

(1) by replacing “are set out as provided in Schedule 3, 5 or 7” in subparagraph g.1 of the first paragraph by “must be stated in the manner prescribed by regulation”;

(2) by replacing “in conformity with the model in Schedule 1” in the second paragraph by “in conformity with the model prescribed by regulation”.

7. Section 59 of the Act is amended by replacing “in conformity with the model in Schedule 1” in subparagraph *d* of the second paragraph by “in conformity with the model prescribed by regulation”.

8. Section 60 of the Act is amended by replacing “in section 59” by “in the first paragraph of section 59”.

9. Section 62 of the Act is amended by adding the following paragraph after the second paragraph:

“The other merchant referred to in the second paragraph may not, before the expiry of the cancellation period provided for in the first paragraph of section 59, remit directly to the itinerary merchant all or part of the sum for which credit is granted to the consumer.”

10. The Act is amended by inserting the following after section 65:

“DIVISION II.1

“DEBIT CARD CONTRACTS AND OTHER PAYMENT INSTRUMENT CONTRACTS

“65.1. For the purposes of this division, “debit card” means an electronic payment card or any other electronic payment instrument, validated by a personal identification number or by any other means used to confirm the consumer’s identity, which allows the consumer’s account to be accessed for the purpose of transferring funds.

“65.2. Consumers are not liable for losses resulting from the use of their debit card by a third person after the card issuer is given notice, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by them.

Even if no such notice is given, consumer liability for the unauthorized use of a debit card is limited to \$50.

Any stipulation contrary to this section is prohibited.

“65.3. Within two days after receiving notice of the loss, theft or fraudulent or unauthorized use of a debit card, the card issuer must reimburse to the consumer any amount debited from the consumer’s account after notice was given.

If no such notice was given, the card issuer must, within two days after the consumer requests it, reimburse to the consumer any amount over the first \$50 debited from the account since the date of the loss, theft or fraudulent or unauthorized use of the debit card.

“65.4. Despite section 65.2, the consumer may be held liable for the losses incurred by the card issuer if, after having reimbursed the consumer, the card issuer proves to the satisfaction of the court that the consumer authorized the use of the debit card.

“65.5. A regulation may be made to determine any other payment instrument to which this division applies.”

11. Section 70 of the Act is amended by adding “or home insurance premium” at the end of paragraph *b*.

12. Section 72 of the Act is amended by striking out the second paragraph.

13. The Act is amended by inserting the following section after section 72:

“72.1. The following credit charge components are not taken into account in calculating the credit rate:

(a) a premium for insurance not required by the merchant as a condition for the contract; and

(b) the fee for registration in the register of personal and movable real rights.

Nor are the following credit charge components taken into account

(a) in calculating the credit rate for an open credit contract:

i. the membership or renewal fee;

ii. the value of the rebate or discount to which consumers are entitled if they pay cash;

iii. the fee for an additional copy of statements of account;

- iv. the fee for customizing a credit card; and
- v. the replacement fee for a lost or stolen credit card;

(b) in calculating the credit rate for a credit contract secured by an immovable hypothec:

- i. expenses and professional fees paid for the drawing up of the hypothec deed;
- ii. fees paid to access the public registers of rights, to obtain certified statements of registered rights or to register or cancel the registration of rights;
- iii. professional fees paid for the purpose of determining or confirming the value, condition, location or conformity to the law of the hypothecated property, provided the consumer is given a report signed by the professional and is free to give the report to other persons;
- iv. transaction fees paid in respect of a tax account relating to a hypothecated immovable;
- v. the premium for insurance required by the Canada Mortgage and Housing Corporation to secure a hypothecary loan; and
- vi. the additional interest payable on prepayment.

A regulation may be made to determine other credit charge components that are not taken into account in calculating the credit rate for one or more types of credit contracts.”

14. Section 73 of the Act is amended by replacing “two days” by “seven days”.

15. The Act is amended by inserting the following sections after section 79:

“79.1. The consumer may, at any time and at the consumer’s discretion, by giving notice, cancel an accessory contract entered into at the same time as a credit contract, either with the merchant who is party to the credit contract or with a person who cooperates regularly with the merchant for the purposes of service contracts, provided entering into the accessory contract was not required as a condition for the credit contract.

The notice is 30 days unless the accessory contract provides for a shorter notice.

The consumer is entitled to a refund of any amount paid for any portion of the service that has not been provided at the time of the cancellation. A

regulation may be made to determine how the refund to which the consumer is entitled is to be calculated and how it is to be made.

“79.2. Unless the merchant invoked a clause of forfeiture of benefit of the term stipulated in the contract or exercised a hypothecary right, the merchant must, at least 21 days before the end of the term of a contract for the loan of money secured by an immovable hypothec, give notice in writing to the consumer of whether or not the merchant intends to renew the contract.

If the merchant intends to renew the contract, the notice must contain the information listed in subparagraphs *a*, *d* and *g* of the first paragraph of section 115. If the notice is late, the consumer’s rights and obligations under the original contract continue to apply until 21 days after the consumer receives the notice.”

16. Section 92 of the Act is replaced by the following section:

“92. In addition to credit charges calculated in accordance with section 91, the only default charges the merchant may claim from the consumer are reasonable charges under the circumstances in respect of

(a) legal costs incurred in collecting a payment;

(b) costs incurred in enforcing and realizing the security guaranteeing the performance of the consumer’s obligations or in protecting the secured property; and

(c) costs incurred because a cheque or other payment instrument given by the consumer to the merchant was not accepted by the financial institution, or because a transfer of funds from the consumer to the merchant could not be completed through no fault of the merchant.

Reasonable charges for the purposes of this section may be determined by regulation.”

17. Section 95 of the Act is amended by replacing “may address a writing to the merchant, informing him of” by “may, within 60 days after the date the statement of account was received or, if the consumer availed himself of the right under section 126.3, within 60 days after the date the requested documents were received, send a writing informing the merchant of”.

18. Section 98 of the Act is replaced by the following section:

“98. A credit contract may only be amended with the agreement of the parties.

Amendments must be evidenced in a new contract or in a rider to the original contract.

If, following an amendment to the contract, the credit rate or credit charges are increased, the new contract or the rider must be signed by the parties and contain the following information:

- (a) particulars identifying the original contract;
- (b) the amount payable by the consumer for discharging the consumer's obligation under the original contract before it is due;
- (c) the net capital, and the newly agreed credit charges and credit rate;
- (d) the new amount of the consumer's total obligation and the new terms and conditions of payment; and
- (e) any other information required by regulation.

The merchant must give the consumer a duplicate of any rider to the contract.”

19. Section 100.1 of the Act is amended

- (1) by replacing “sont exemptés” in the French text by “est exempté”;
- (2) by replacing “Contracts for the loan of money and contracts involving credit which provide that the credit rate is subject to variation” by “Credit contracts with a variable credit rate”.

20. The Act is amended by inserting the following sections after section 100.1:

“100.2. The merchant who is party to a credit contract with a variable credit rate must, at least once a year, send the consumer concerned a statement containing

- (a) the credit rate at the beginning and at the end of the period covered by the statement;
- (b) the outstanding balance owed by the consumer at the beginning and at the end of the period; and
- (c) if the contract provides for scheduled payments, the amount and timing of all remaining payments at the end of the period, based on the credit rate applicable at that time, and the date on which each of the payments is due.

The merchant must also, within 30 days after increasing the credit rate to a rate that is at least 1% higher than the rate most recently disclosed to the consumer, send the consumer a notice containing

- (a) the new credit rate;

(b) the date the new rate takes effect; and

(c) how the amount or timing of any payment is affected by the change in the credit rate.

Where as a result of an increase in the capital due to a missed payment or default charges under section 92, the amount of the scheduled payments does not cover the accrued credit charges, the merchant must give the consumer notice in writing within 30 days after the date of the increase.

“100.3. If the variable credit rate under an open credit contract is increased, the new rate applies only from the beginning of the period subsequent to the notice.”

21. Section 101 of the Act is replaced by the following section:

“101. If the consumer’s obligation is discharged in full, the merchant must, within 30 days, deliver a discharge to the consumer and return any object or document received as an acknowledgement of or security for that obligation.

If applicable, the merchant must also, within that time, request the cancellation of the registration of any right under the contract or of any hypothec securing the performance of the consumer’s obligations.

All discharge, delivery and cancellation costs are borne by the merchant.”

22. The Act is amended by inserting the following after section 103:

“103.1. A consumer who used all or part of the net capital from a contract for the loan of money to make full or partial payment for the purchase or the lease of goods or for a service may plead against the lender, or against the lender’s assignee, any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider if the loan contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the lender collaborated with a view to the granting of the credit to the consumer.

The first paragraph also applies, with the necessary modifications, to a consumer who used all or part of the credit extended under an open credit contract entered into on the making of and in relation to a sale, lease or service contract.

“103.2. If legal proceedings intervene between the consumer and the merchant who is the vendor, lessor, contractor or service provider, the court may, on the consumer’s request and until final judgment is rendered, order the suspension of the repayment of the outstanding balance or, in the case of an open credit contract, of the portion of the outstanding balance used to pay all or part of the purchase or lease of the goods or the provision of the services.

On rendering the final judgment, the court shall specify which party is to pay the credit charges accrued during the suspension of the repayment ordered under the first paragraph.

“103.3. If, by reason of a superior force, the consumer can no longer meet the terms and conditions of payment set out in a credit contract, the court may, on an application by the consumer, provided the consumer is not already in default at the time of the application, modify the terms and conditions of payment as it considers reasonable, or authorize the consumer to return the goods to the merchant.

The consumer’s application must be heard and decided by preference, taking into account the facts listed in section 109.

“0.1. VERIFICATION OF CONSUMER’S CAPACITY TO REPAY THE CREDIT REQUESTED

“103.4. Before entering into a credit contract with a consumer or increasing the amount of credit extended to a consumer, the merchant must verify the consumer’s capacity to repay the credit requested.

A regulation may be made to determine any information the merchant must take into account when making the verification, and to prescribe conditions to govern the application of this section.

“103.5. A merchant who fails to make the verification under section 103.4 loses the right to the credit charges and must refund any credit charges already paid by the consumer.”

23. Section 105 of the Act is amended by replacing “a notice in writing drawn up in accordance with the form appearing in Schedule 2” by “a written notice in conformity with the model prescribed by regulation”.

24. Section 112 of the Act is replaced by the following section:

“112. If purchasing insurance is required as a condition for the credit contract, the consumer may use an existing insurance policy or purchase insurance from an insurer and insurance representative of the consumer’s choice.

The merchant may only disapprove the insurer selected by the consumer on reasonable grounds. The merchant may not, however, disapprove an insurer if the insurer holds a licence issued by the Autorité des marchés financiers and if the coverage meets the requirements of the credit contract.

If the merchant offers to act as an intermediary for the purchase of the required insurance, the merchant must inform the consumer, in the manner prescribed by regulation, of the consumer’s right under the first paragraph.”

25. Section 115 of the Act is replaced by the following section:

“115. In addition to the information that may be required by regulation, a contract for the loan of money must contain or state the following, presented in conformity with the model prescribed by regulation:

(a) the net capital and, if more than one advance is involved, the amount and the date of each advance made or to be made to the consumer under the contract;

(b) the credit charges payable by the consumer and the consumer’s total obligation under the contract;

(c) the term of the contract;

(d) the credit rate, specifying if it is a variable rate, and the circumstances under which unpaid credit charges may be compounded;

(e) the date on which credit charges begin to accrue;

(f) the amount and due date of each payment by the consumer;

(g) the nature of any optional services purchased by the consumer, the charge for those services and, if they are provided under a contract with the merchant or a person who cooperates regularly with the merchant for the purposes of service contracts, a statement that the consumer has the right to cancel the service contract;

(h) a statement that the consumer may, without charges or penalties, prepay all or part of the outstanding balance;

(i) what default charges under section 92 may be claimed;

(j) the existence and the subject matter of any security given to guarantee the performance of the consumer’s obligations;

(k) if purchasing insurance is required as a condition for the contract, a statement that the consumer has the right to use an existing insurance policy or to purchase insurance from the insurer and insurance representative of the consumer’s choice, subject to the merchant’s right to disapprove the insurer selected by the consumer on reasonable grounds; and

(l) the merchant’s permit number, if applicable.

If the credit rate is a variable rate, the contract must also contain the following:

(a) a statement that the credit rate stipulated is the initial rate and that it is subject to change during the term of the contract;

(b) a description of the reference index on which the variable credit rate is based;

(c) a description of the mechanics of credit rate changes and of how a change in the credit rate may affect the terms and conditions of payment;

(d) a clause that the information relating to the terms and conditions of credit is provided for illustrative purposes only, on the basis of the initial credit rate, and that the terms and conditions may vary with the credit rate; and

(e) a clause specifying the credit rate starting at which the amount of the scheduled payments will not cover the credit charges, unless the contract provides for the automatic adjustment of the amount of the payments according to changes in the credit rate.”

26. The Act is amended by inserting the following section after section 115:

“**115.1.** If a consumer sells any of his goods to a merchant with a right of redemption, the sale is deemed to constitute a contract for the loan of money whenever the total amount payable by the consumer under the contract to redeem the goods is greater than the amount paid by the merchant to acquire the goods.

The sale of goods by a consumer who then leases the same goods with a right of redemption is deemed to be a sale with a right of redemption.”

27. Sections 116 and 117 of the Act are repealed.

28. Section 118 of the Act is amended by replacing the second paragraph by the following paragraph:

“Open credit contracts include credit card contracts, whether the use of credit card is validated or not by a personal identification number or by any other means used to confirm the identity of a consumer; open credit contracts also include contracts for the use of what are commonly called credit accounts, lines of credit, budget accounts, revolving credit accounts, credit openings and any other contract of similar nature.”

29. Section 119 of the Act is amended

(1) by replacing “penalties imposed for non-payment at the expiry of the term” by “charges imposed for non-payment of amounts when due”;

(2) by replacing “constitute” by “, except those mentioned in subparagraphs *a*, *b* and *c* of the first paragraph of section 92, are”.

30. The Act is amended by inserting the following sections after section 119:

“119.1. An application form for open credit or the accompanying documents must contain the following information:

(a) the credit rate or, if it is a variable rate, the initial credit rate, the index to which the credit rate is linked and the relationship between the index and the credit rate;

(b) the grace period given the consumer to pay outstanding amounts without having to pay credit charges, except as regards money advances;

(c) the nature of the credit charges and how they are determined; and

(d) the date as of which the information referred to in subparagraphs a to c is current.

However, instead of disclosing that information, the application form may provide a telephone number that the consumer can use, at no charge, to obtain that information.

“119.2. An application form for open credit must require that the consumer specify the credit limit requested.

The merchant may not grant the consumer a higher credit limit than that specified in the application form.”

31. The Act is amended by inserting the following section after section 122:

“122.1. A consumer who is party to a credit card contract solidarily with another consumer is released from the obligations resulting from any transaction charged to the credit card account after the consumer sends a written notice to the card issuer, accompanied by the consumer’s card.”

32. Sections 123 and 124 of the Act are replaced by the following sections:

“123. The consumer is not liable for debts resulting from the use of a credit card by a third person after the card issuer is notified, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by the consumer.

Even if no notice was given, consumer liability for the unauthorized use of a credit card is limited to \$50.

Any stipulation contrary to this section is prohibited.

“124. A consumer who has entered into a preauthorized payment agreement for the benefit of a third person under which payments are made out of credit obtained under an open credit contract may end it at any time by

sending a written notice to the merchant who is party to the open credit contract.

The consumer must send a copy of the notice to the third person beneficiary.

On receipt of the notice, the merchant must cease debiting the consumer's account to make payments to the third person beneficiary."

33. Section 125 of the Act is replaced by the following sections:

"125. In addition to the information that may be required by regulation, an open credit contract must contain the following information, presented in conformity with the model provided by regulation:

- (a) the credit limit granted;
- (b) the credit rate or, if it is a variable rate, the initial credit rate, the index to which the credit rate is linked and the relationship between the index and the credit rate;
- (c) the nature of the credit charges and how they are determined;
- (d) the grace period given the consumer to pay outstanding amounts without having to pay credit charges, except as regards money advances;
- (e) if the credit rate is a variable rate, the index used to determine the credit rate, the credit rate change mechanics and how a change in the credit rate will affect the terms and conditions of payment;
- (f) the minimum periodic payment or the method of calculating the minimum payment required for each period;
- (g) the length of each period for which a statement of account is provided;
- (h) in the case of a credit card contract, the consumer liability limit in the circumstances described in section 123;
- (i) what default charges under section 92 may be claimed;
- (j) the existence and the subject matter of any security given to guarantee the performance of the consumer's obligations;
- (k) the nature of any optional services purchased by the consumer, the charge for those services and, if they are provided under a contract with the merchant or a person who cooperates regularly with the merchant for the purposes of service contracts, a statement that the consumer has the right to cancel the service contract;

(l) if purchasing insurance is required as a condition for the contract, a statement that the consumer has the right to use an existing insurance policy or to purchase insurance from the insurer and insurance representative of the consumer's choice, subject to the merchant's right to disapprove the insurer selected by the consumer on reasonable grounds; and

(m) a telephone number that the consumer can use, at no charge, to obtain information about the contract.

“125.1. Despite section 125, information relating to optional services purchased by the consumer or relating to a specific transaction under the contract may be contained in a separate document delivered to the consumer before the services are provided or the transaction occurs.

“125.2. If the card issuer has a website, an up-to-date version of any open credit contract offered to consumers must be posted on that website.

“125.3. If a credit card is issued at a promotional credit rate, that rate may not be increased before the expiry of a period of six months.”

34. Section 126 of the Act is replaced by the following sections:

“126. Without delay at the end of each period, the merchant must send the consumer a statement of account specifying

- (a) the sending date of the statement of account;
- (b) the period covered by the statement of account;
- (c) the outstanding balance at the beginning of the period;
- (d) the date, description and amount of each transaction charged to the account during the period;
- (e) the date and amount of each payment or credit credited to the account during the period;
- (f) the credit rate or rates applicable;
- (g) the credit charges charged to the account during the period;
- (h) the total of all advances, purchases and credit charges during the period;
- (i) the total of all payments made during the period;
- (j) the outstanding balance at the end of the period;
- (k) the credit limit applicable for the period;

- (l) the minimum payment required for the period;
- (m) the estimated number of months and, if applicable, years required to repay the entire outstanding balance if only the required minimum payment is made each period;
- (n) the due date for payment;
- (o) the grace period given the consumer to pay outstanding amounts without having to pay credit charges, except as regards money advances;
- (p) the consumer's rights and obligations regarding billing errors; and
- (q) a telephone number that the consumer can use, at no charge, to obtain information about the contract or the statement of account.

A transaction is sufficiently described for the purposes of subparagraph *d* of the first paragraph if the information given can reasonably be expected to enable the consumer to identify the transaction.

“126.1. In the case of a credit card contract, the minimum payment required for a period may not be less than 5% of the outstanding balance at the end of the period.

“126.2. The merchant is not required to send a statement of account to the consumer at the end of any period during which there have been no advances or payment and

- (a) the outstanding balance at the end of the period is zero; or
- (b) the merchant has already, in accordance with the law, invoked the forfeiture of benefit of the term clause included in the contract.

“126.3. The consumer may, within 60 days after receiving a statement of account, demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement.”

35. Section 127 of the Act is amended by replacing the second paragraph by the following paragraph:

“The statement of account may be sent to the consumer's technological address if expressly authorized by the consumer. The consumer may at any time withdraw the authorization by notifying the merchant.”

36. The Act is amended by inserting the following sections after section 127:

“127.1. The merchant must give the consumer a grace period of at least 21 days after the last day of the period covered by the statement of account to pay all outstanding amounts without having to pay credit charges.

The first paragraph does not apply in the case of an advance of money. The merchant may claim credit charges from the date of an advance of money until the date of payment.

“127.2. Any payment made for a period must be allocated first to the debt with the highest credit rate, then to other debts in decreasing order of credit rate or, if the credit rate is the same, to each of the amounts due in the proportion they represent in relation to the outstanding balance of the account.”

37. Section 128 of the Act is replaced by the following sections:

“128. A merchant may not increase the credit limit granted except on the express request of the consumer.

The fact that a consumer makes a transaction resulting in the credit limit granted being exceeded does not constitute an express request.

The merchant may not increase the credit limit beyond the level requested by the consumer.

“128.1. Despite the second paragraph of section 98, it is not necessary to record a modified credit limit in a new contract or in a rider to the original contract. However, the first statement of account sent after the modification must state the new credit limit.

“128.2. Any unilateral increase of the credit limit by the merchant cannot be invoked against the consumer, and the consumer is not required to repay the amounts charged to the account by reason of that increase.

“128.3. Any stipulation in an open credit contract whereby the merchant may unilaterally increase the credit limit or authorize a transaction exceeding the credit limit is prohibited.”

38. Section 134 of the Act is replaced by the following section:

“134. In addition to the information that may be required by regulation, an instalment sale contract must contain or state the following, presented in conformity with the model provided by regulation:

(a) a description of the goods that are the subject matter of the contract;

(b) the cash sales price of the goods, the cash down payment paid by the consumer, if any, and the net capital;

(c) the credit charges payable by the consumer and the consumer's total obligation under the contract;

(d) the term of the contract;

(e) the credit rate, specifying if it is a variable rate, and the circumstances in which unpaid credit charges may be compounded;

(f) the date on which credit charges begin to accrue;

(g) the amount and due date of each payment by the consumer;

(h) the nature of any optional services purchased by the consumer, the charge for those services and, if they are provided under a contract with the merchant or a person who cooperates regularly with the merchant for the purposes of service contracts, a statement that the consumer has the right to cancel the service contract;

(i) a statement that the consumer may, without charges or penalties, prepay all or part of the outstanding balance;

(j) what default charges under section 92 may be claimed;

(k) the existence and the subject matter of any security given to guarantee the performance of the consumer's obligations;

(l) if purchasing insurance is required as a condition for the contract, a statement that the consumer has the right to use an existing insurance policy or to purchase insurance from the insurer and insurance representative of the consumer's choice, subject to the merchant's right to disapprove an insurer selected by the consumer on reasonable grounds;

(m) the date of delivery of the goods; and

(n) the fact that the merchant reserves ownership of the goods sold until the date specified and the terms and conditions governing the transfer of the goods.

If the credit rate is a variable rate, the contract must also contain the following:

(a) a statement that the credit rate stipulated is the initial rate and that it is subject to change during the term of the contract;

(b) a description of the reference index used to determine the variable credit rate;

(c) a description of the mechanics of credit rate changes and of how a change in the credit rate may affect the terms and conditions of payment;

(d) a clause specifying that the information relating to the terms and conditions of credit is provided for illustrative purposes only, on the basis of the initial credit rate, and that the terms and conditions may vary with the credit rate; and

(e) a clause specifying the credit rate starting at which the amount of the scheduled payments will not cover the credit charges, unless the contract provides for the automatic adjustment of the amount of the payments according to changes in the credit rate.”

39. Section 139 of the Act is amended by replacing “drawn up in accordance with the form appearing in Schedule 6” by “in conformity with the model provided by regulation”.

40. Section 141 of the Act is amended by replacing “the contractual obligation of the consumer is extinguished and the merchant” by “the contractual obligation of the consumer is extinguished. The consumer is not bound to pay the instalments due and the merchant”.

41. The Act is amended by inserting the following section after section 141:

“**141.1.** In the absence of a notice in conformity with section 139, the contractual obligation of the consumer is extinguished if the voluntary return of the goods is accepted by the merchant. The consumer is not bound to pay the instalments due and the merchant is not bound to return the payments already received.”

42. Section 148 of the Act is replaced by the following section:

“**148.** No merchant may enter into an instalment sale contract relating to goods that are not sold on the same day.”

43. Section 150 of the Act is replaced by the following section:

“**150.** In addition to the information that may be required by regulation, a contract involving credit must contain or state the following, presented in conformity with the model provided by regulation:

(a) the nature and purpose of the contract and, if applicable, the description of the goods;

(b) the net capital and, if applicable, the cash sales price of the goods and the cash down payment paid by the consumer;

(c) the credit charges payable by the consumer and the consumer’s total obligation under the contract;

(d) the term of the contract;

(e) the credit rate, specifying if it is a variable rate, and the circumstances in which unpaid credit charges may be compounded;

(f) the date on which credit charges begin to accrue;

(g) the amount and due date of each payment by the consumer;

(h) the nature of any optional services purchased by the consumer, the charge for those services and, if they are provided under a contract with the merchant or a person who cooperates regularly with the merchant for the purposes of service contracts, a statement that the consumer has the right to cancel the service contract;

(i) a statement that the consumer may, without charges or penalties, prepay all or part of the outstanding balance;

(j) what default charges under section 92 may be claimed;

(k) the existence and the subject matter of any security given to guarantee the performance of the consumer's obligations; and

(l) if purchasing insurance is required as a condition for the contract, a statement that the consumer has the right to use an existing insurance policy or to purchase insurance from the insurer and insurance representative of the consumer's choice, subject to the merchant's right to disapprove an insurer selected by the consumer on reasonable grounds.

If the credit rate is a variable rate, the contract must also contain the following:

(a) a statement that the credit rate stipulated is the initial rate and that it is subject to change during the term of the contract;

(b) a description of the reference index used to determine the variable credit rate;

(c) a description of the mechanics of credit rate changes and of how a change in the credit rate may affect the terms and conditions of payment;

(d) a clause specifying that the information relating to the terms and conditions of credit is provided for illustrative purposes only, on the basis of the initial credit rate, and that the terms and conditions may vary with the credit rate; and

(e) a clause specifying the credit rate starting at which the amount of the scheduled payments will not cover the credit charges, unless the contract provides for the automatic adjustment of the amount of the payments according to changes in the credit rate."

44. The Act is amended by inserting the following sections before section 150.4:

“150.3.1. The retail value of leased goods refers to the cash sales price usually charged in the course of the merchant’s business, or a lesser price agreed between the parties, including the preparation, delivery, installation and other charges relating to the goods. However, if such goods are not sold in the course of the merchant’s business, the retail price refers to a reasonable estimate of the cash value of the goods.

“150.3.2. The down payment includes the agreed value of any goods given to the merchant as a trade-in, the first instalment and any amount received by the merchant before the beginning of the leasing period, including the value of a negotiable instrument payable on demand, and a maximum of two instalments paid in advance.

“150.3.3. The residual value of the leased goods determined by the merchant must be a reasonable estimate of the anticipated wholesale value of the goods at the end of the leasing period.

“150.3.4. The net obligation refers to the retail value of the goods, minus the down payment. If applicable, the indemnity for the cancellation of a previous long-term leasing contract, determined in accordance with the rules of the second, third and fourth paragraphs of section 150.15 is added to that amount.

The instalment obligation refers to the total of the residual value and the instalments other than those included in the down payment.

The consumer’s maximum obligation refers to the total of the down payment and the instalment obligation.

“150.3.5. The implied credit charges are the amount by which the instalment obligation exceeds the consumer’s net obligation. They are determined in the manner prescribed by section 70 for the determination of credit charges.

“150.3.6. The implied credit rate is the implied credit charges expressed as an annual percentage.

“150.3.7. The following implied credit charge components are not taken into account in calculating the implied credit rate:

(a) the fee for registration in the register of personal and movable real rights;
and

(b) any other implied credit charge component prescribed by regulation.

“150.3.8. Before entering into a long-term leasing contract with a consumer, the merchant must verify the consumer’s capacity to perform the obligations under the contract.

A regulation may be made to determine any information the merchant must take into account when making the verification, and to prescribe conditions to govern the application of this section.

“150.3.9. A merchant who fails to make the verification under section 150.3.8 loses the right to the implied credit charges and must refund any implied credit charges already paid by the consumer.”

45. Section 150.4 of the Act is replaced by the following sections:

“150.4. A long-term leasing contract must be evidenced in writing. In addition to the information prescribed by regulation, it must contain or state the following, presented in conformity with the model provided by regulation:

- (a) a statement that the contract is a leasing contract;
- (b) the leasing period;
- (c) the description and retail value of the leased goods;
- (d) any indemnity for the cancellation of a previous long-term leasing contract;
- (e) a statement as to whether the contract includes a purchase option or is a lease with a guaranteed residual value;
- (f) the nature and amount of any payment made by the consumer and included in the down payment;
- (g) the consumer’s net obligation, instalment obligation and maximum obligation;
- (h) the amount and due date of each instalment, and the number of instalments;
- (i) the residual value of the leased goods, in dollars and cents;
- (j) the conditions on which the contract may be cancelled by either of the parties, including the amount or the manner of calculating the amount that the consumer is required to pay on cancellation;
- (k) the implied credit charges applicable to the entire leasing period, in dollars and cents; and

(l) the single implied credit rate.

A contract that does not contain the statement required under subparagraph *e* of the first paragraph is deemed to include an option to purchase that may be exercised by the consumer in the course of the contract or at the end of the leasing period on paying the balance of the instalment obligation minus the implied credit charges unearned at the time of the purchase.

“150.4.1. No merchant may enter into a long-term leasing contract for goods that are not leased on the same day.

Despite the first paragraph, the contract may provide for an indemnity for the cancellation of a previous long-term leasing contract if the goods leased are of the same nature. In such a case, the merchant must, before the contract is entered into and in the manner prescribed by regulation, inform the consumer of the fact that the net obligation under the contract will include that indemnity.”

46. Section 150.5 of the Act is amended by adding the following paragraph at the end:

“The contract must state clearly and legibly, in separate and successive clauses,

(a) whether the purchase option is exercisable at any time during the leasing period or only at the end of the leasing period; and

(b) the method by which the total amount payable by the consumer to purchase the goods will be determined, depending on whether the option is exercised during or at the end of the leasing period, including any option exercise fee.”

47. The Act is amended by inserting the following section after section 150.5:

“150.5.1. The contract may be rescinded without charge or penalty, at the consumer’s discretion, in the manner prescribed by sections 75 to 77 and on the condition provided in section 79, within seven days following that on which each of the parties is in possession of a duplicate of the contract.”

48. Section 150.6 of the Act is amended by adding the following paragraphs after the second paragraph:

“Such a charge may only be claimed at the end of the leasing period or

(a) following the voluntary return or the repossession of the goods, provided the price for which they were sold to minimize the merchant’s loss is lower than the residual value stated in the leasing contract; however, the charge may only be claimed for any use in excess of the use stipulated in the contract,

calculated in proportion to the elapsed term of the contract at the time of the return or repossession;

(b) following an incident that entailed the loss or destruction of the goods; however, the charge may only be claimed for any use in excess of the use stipulated in the contract, calculated in proportion to the elapsed term of the contract at the time of the incident; or

(c) despite section 150.10, following the loss or destruction of the goods by superior force; however, the charge may only be claimed for any use in excess of the use stipulated for the entire term of the contract.

No other charge may be claimed from the consumer after the leasing period has expired, except to recover overdue, uncollected instalments.

However, losses other than those resulting from normal wear and tear may be claimed after the leasing period has expired.”

49. The Act is amended by inserting the following sections after section 150.9:

“**150.9.1.** No long-term leasing contract may include a stipulation allowing the merchant to impose

(a) charges on the ground that the nature or quality of a part or component installed during normal maintenance service is unsatisfactory to the merchant, unless the contract expressly provides that the goods may only be returned with a component of a specific nature or quality; or

(b) in the event that a part or component shows abnormal wear, charges that exceed the fair market value of a part or component showing normal wear and tear.

“**150.9.2.** A long-term leasing contract may only be amended with the agreement of the parties.

Amendments agreed by the parties must be recorded in a new contract or in a rider to the original contract.

If the implied credit rate or the implied credit charges are increased as a result of an amendment to the contract, the new contract or the rider must be signed by the parties and contain or state the following:

(a) particulars identifying the original contract;

(b) the amount payable by the consumer for discharging the consumer’s obligation under the original contract before it is due;

(c) the retail value of the leased goods, any indemnity for the cancellation of a previous long-term leasing contract, and the newly agreed implied credit charges, implied credit rate and residual value;

(d) the new amount of the consumer's maximum obligation and the new terms and conditions of payment; and

(e) any other information required by regulation.

The merchant must give the consumer a duplicate of any rider to the contract.

“150.9.3. If legal proceedings intervene between the consumer and the merchant, the court may, on the consumer's request, order the suspension of the instalments until the final judgment is rendered.

On rendering the final judgment, the court shall specify which party is to pay the implied credit charges accrued during the suspension of the instalments.”

50. The Act is amended by inserting the following sections after section 150.11:

“150.11.1. The consumer may sublease all or part of the leased goods or transfer the long-term leasing contract.

To do so, the consumer must notify the merchant, give the name and address of the intended sublessee or transferee, and obtain the consent of the merchant.

“150.11.2. The merchant may not refuse to consent to the sublease of the goods or the transfer of the long-term leasing contract without a serious reason.

The merchant must inform the consumer of the reasons for a refusal within 15 days after receiving the consumer's notice; otherwise, the merchant is deemed to have consented to the sublease or transfer.

“150.11.3. After consenting to a sublease or transfer, the merchant may not require any payment other than the reimbursement of any reasonable expenses resulting from the sublease or transfer.

“150.11.4. The transfer of the long-term leasing contract releases the consumer from all obligations under the contract.”

51. Section 150.12 of the Act is amended

(1) by replacing “Section 101 relating to discharge and the return of objects or documents” by “Sections 94 to 97 relating to statements of account,

section 101 relating to discharge and the return of objects or documents and to the cancellation of registered rights”;

(2) by adding the following paragraph at the end:

“Sections 83 and 91, with the necessary modifications, apply to the calculation of implied credit charges.”

52. Section 150.13 of the Act is amended

(1) by replacing “in accordance with the form appearing in Schedule 7.1” in paragraph *b* by “in conformity with the model provided by regulation”;

(2) by replacing “150.32” in paragraph *c* by “150.16.1”.

53. Section 150.14 of the Act is amended by replacing “in accordance with the form appearing in Schedule 7.2” in the first paragraph by “in conformity with the model provided by regulation”.

54. Section 150.15 of the Act is amended by inserting the following paragraph after the second paragraph:

“Despite the second paragraph, a regulation may prescribe limits to the damages a merchant may claim.”

55. The Act is amended by inserting the following section after section 150.16:

“150.16.1. In the case of a contract that includes a conventional option to purchase the goods leased or a leasing contract with a guaranteed residual value, the merchant may not exercise the right of repossession under paragraph *c* of section 150.13 without the permission of the court if, at the time of defaulting, the consumer has already paid at least half of the maximum obligation.

When the merchant applies to the court for this purpose, sections 143 to 145 apply.”

56. Section 150.18 of the Act is amended by striking out the second paragraph.

57. Sections 150.19 and 150.20 of the Act are repealed.

58. Section 150.21 of the Act is amended by replacing “lesser” in the portion before paragraph *a* by “least” and by adding the following paragraph at the end:

“(c) three times the average monthly payment.”

- 59.** Sections 150.22 to 150.28 of the Act are repealed.
- 60.** Section 150.30 of the Act is amended by replacing “in accordance with the form appearing in Schedule 7.4” in the first paragraph by “in conformity with the model provided by regulation”.
- 61.** Section 150.31 of the Act is amended by replacing “section 150.20” in paragraph *a* by “subparagraph *h* of the first paragraph of section 150.4”.
- 62.** Section 150.32 of the Act is repealed.
- 63.** Section 157 of the Act is amended by striking out “or, in the case of a long-term contract of lease which is not evidenced in writing, given to the consumer at the making of the contract” in the first paragraph.
- 64.** Section 190 of the Act is amended by replacing “in conformity with Schedule 8” in the second paragraph by “in conformity with the model provided by regulation”.
- 65.** Section 199 of the Act is amended by replacing “in conformity with Schedule 9” in the second paragraph by “in conformity with the model provided by regulation”.
- 66.** Section 208 of the Act is amended by replacing “in conformity with Schedule 10” in the second paragraph by “in conformity with the model provided by regulation”.
- 67.** The Act is amended by inserting the following section after section 223:
- “223.1.** A merchant, manufacturer or advertiser must, in an advertisement concerning goods or services, present all the information in a clear, legible and understandable manner, and as prescribed by regulation.”
- 68.** Section 224 of the Act is amended
- (1) by inserting the following subparagraph after subparagraph *a* of the first paragraph:
- “(a.1) use the expression “cost price” or any other expression suggesting that goods are for sale or for lease at a price based on its cost to the merchant, unless the expression refers to the price paid by the merchant to the manufacturer to purchase the goods, excluding the extra costs to the merchant for manufacturer’s rebates, promotions, advertising, rights and any other advantage received;”;
- (2) by replacing subparagraph *b* of the first paragraph by the following subparagraph:

“(b) disclose, in an advertisement, the amount of the instalments to be paid for the purchase or long-term leasing of goods or for a service without also disclosing, and laying greater emphasis on, the total price of the goods or service or, in the case of long-term leasing, the retail value of the goods;”.

69. The Act is amended by inserting the following section after section 230:

“**230.1.** No loan broker may claim or receive any payment whatsoever from a consumer for services rendered or to be rendered.”

70. The Act is amended by inserting the following section after section 231:

“**231.1.** No merchant, manufacturer or advertiser may, in an advertisement concerning specific goods and disclosing their price, show a picture of the goods that is not an accurate depiction of them.”

71. Section 234 of the Act is amended by replacing “or by negotiable instrument” at the end by “or by payment instrument”.

72. Section 244 of the Act is replaced by the following section:

“**244.** No person may, by any means, in any advertisement concerning credit, falsely or misleadingly represent to consumers that credit may improve their financial situation or solve their debt problems.”

73. Section 245 of the Act is amended by striking out “or illustrate goods or services”.

74. Section 245.1 of the Act is amended by replacing “or any writing which, if it bears the consumer’s signature, becomes a contract of credit to a consumer who has not applied therefor in writing” by “or a writing to a consumer who has not applied for it in writing if by signing such a document the consumer is extended credit or can use credit already extended to the consumer”.

75. The Act is amended by inserting the following sections after section 245.1:

“**245.2.** No person may offer a premium to incite consumers to apply for a credit card.

“**245.3.** No merchant may enter into an open credit contract with a consumer who is an unemancipated minor without the written authorization of a person having parental authority.

“245.4. No merchant may enter into a credit contract or a long-term leasing contract with a consumer, or increase the amount up to which credit is extended, without making the verification under section 103.4 or 150.3.8.”

76. Section 246 of the Act is replaced by the following section:

“246. No person may, in any advertisement concerning credit,

(a) refer to a preferential credit rate without disclosing that rate; or

(b) disclose a rate relating to credit unless the credit rate, calculated in accordance with this Act, is also disclosed with equal emphasis.

For the purposes of subparagraph *b* of the first paragraph, if an advertisement offers consumers the choice between receiving a rebate or discount on the purchase of goods in cash and paying for the goods by way of a credit contract, the credit rate disclosed must include the value of the rebate or discount to which the consumer is entitled on paying cash.”

77. The Act is amended by inserting the following section after section 246:

“246.1. No person may, in any advertisement concerning a long-term leasing contract,

(a) refer to a preferential implied credit rate without disclosing that rate; or

(b) disclose a rate relating to implied credit unless the implied credit rate, calculated in accordance with this Act, is also disclosed with equal emphasis.”

78. Section 247 of the Act is amended by striking out “, except the credit rate,”.

79. The Act is amended by inserting the following section after section 247.1:

“247.2. No person may, in any advertisement, state or imply that no credit charges are payable during a certain period following a transaction, unless the applicable credit rate at the end of that period, if the net capital has not been completely repaid, is clearly specified.”

80. The Act is amended by inserting the following sections after section 251:

“251.1. No person may, when a consumer is about to pay with a credit card, withhold an amount on the credit card, unless the person discloses, before

the transaction, the amount to be withheld and why and for how long it is to be withheld.

“251.2. No person may inform a personal information agent of the exercise by a consumer of the right to cancel or rescind a contract under a law whose application is under the supervision of the Office, or send a personal information agent information unfavourable to the consumer concerning amounts that are no longer payable following the exercise of that right.”

81. Section 255 of the Act is amended by replacing “provided in section 59 has expired or until the contract is cancelled by virtue of section 59” by “provided in the first paragraph of section 59 has expired or until the contract is cancelled under that paragraph”.

82. Section 260.9 of the Act is amended by replacing “consistent with the model provided in Schedule 11” in the third paragraph by “in conformity with the model provided by regulation”.

83. Section 282 of the Act is amended by striking out “legal” wherever it appears.

84. Section 335 of the Act is amended by adding the following paragraph after the second paragraph:

“A permit whose renewal is applied for remains valid until the president has reached a decision concerning the application.”

85. Section 350 of the Act is amended

(1) by inserting the following paragraphs after paragraph *g*:

“(g.1) determining payment instruments for the purposes of section 54.8 and Division II.1 of Chapter III of Title I;

“(g.2) determining what constitutes reasonable costs for the purposes of section 92, and prescribing limits to the damages the merchant may claim in the cases described in section 150.15;

“(g.3) determining, for the purposes of section 79.1, the manner of calculating the amount of the refund to which the consumer is entitled on the cancellation of an accessory contract entered into at the same time as a credit contract;

“(g.4) determining information the merchant must take into account when verifying the consumer’s capacity to repay the credit requested or to perform obligations under a long-term leasing contract, and prescribing conditions to govern the application of sections 103.4 and 150.3.8;”;

(2) by striking out paragraph *s*.

86. Schedules 1 to 11 to the Act are repealed.

87. The Act is amended by replacing “variable credit” wherever it appears by “open credit”.

TRAVEL AGENTS ACT

88. Section 13.2 of the Travel Agents Act (R.S.Q., chapter A-10) is amended by inserting “and in section 11.8 of the Regulation respecting travel agents (R.R.Q., 1981, chapter A-10, r. 1)” after “section 13” in the first paragraph.

ACT RESPECTING THE COLLECTION OF CERTAIN DEBTS

89. Section 49 of the Act respecting the collection of certain debts (R.S.Q., chapter R-2.2) is amended by adding the following paragraph at the end:

“The injured person may also claim punitive damages.”

MISCELLANEOUS, TRANSITIONAL AND FINAL PROVISIONS

90. The provisions of this Act do not apply to contracts or legal situations existing at the time of their coming into force, except that

(1) section 65.1, the first and second paragraphs of section 65.2 and sections 65.3 to 65.5 of the Consumer Protection Act (R.S.Q., chapter P-40.1) enacted by section 10 apply to existing debit card contracts;

(2) sections 79.1, 79.2, 92, 95, 101 and 103.3 of the Consumer Protection Act enacted or as amended by this Act apply to existing credit contracts;

(3) section 122.1, the first and second paragraphs of section 123, sections 124, 126 to 126.3, 127 and 128 to 128.2 of the Consumer Protection Act enacted or as amended by this Act apply to existing open credit contracts;

(4) section 141.1 of the Consumer Protection Act enacted by section 41 applies to existing instalment sale contracts;

(5) sections 150.6, 150.9.3, 150.11.1 to 150.11.4, 150.15, 150.16.1 and paragraph *c* of section 150.21 of the Consumer Protection Act enacted or as amended by this Act apply to existing long-term leasing contracts; and

(6) they apply to existing credit contracts and long-term leasing contracts that are amended after that coming into force.

Stipulations in existing contracts that are contrary to the third paragraph of section 65.2, the third paragraph of section 123 and sections 128.3 and 150.9.1 of the Consumer Protection Act enacted or as amended by this Act are without effect for the future.

91. For the purposes of section 126.1 of the Consumer Protection Act enacted by this Act, the percentage of 5% set out in that section is replaced by a percentage of 2% for one year following the coming into force of that section; the latter percentage is increased by one percentage point per year for each subsequent year until it reaches 5%.

92. Decisions made by the president of the Office de la protection du consommateur between 30 June 2010 and (*insert the date of assent to this Act*) as regards travel counsellor certificates may be contested under section 13.2 of the Travel Agents Act (R.S.Q., chapter A-10) as amended by section 88.

A person who, under such a decision, is refused the issue or renewal of a certificate or whose certificate is suspended or cancelled must contest the decision within 30 days after the president of the Office de la protection du consommateur has notified the person of the right granted under the first paragraph.

93. The provisions of this Act come into force on the date or dates to be set by the Government, except sections 88, 89 and 92, which come into force on (*insert the date of assent to this Act*).

