

Quebec's Bill 96 (Charter of the French Language):

Compliance Requirements and Related Considerations For Communicating With and Serving Consumers In The Life and Health Insurance Sector

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Fields of application – Charter of the French Language

The **Quebec Charter of the French Language** was adopted in 1977 to protect the status of French in Quebec

The **Charter** provides that French is the official language of the province of Quebec



Bill 96 amends the Charter in many ways (justice system, education, etc.)



We will focus on two amendments which may have an impact on your business :

1. The rules governing the language of insurance policies, and
 2. The rules governing the language of pleadings
- These amendments are very recent (June 2022)
 - Scant case law, no regulations, no guidelines

The rules governing the language of insurance policies

The rules governing the language of standard form “contracts of adhesion” are being amended

Insurance policies are often considered as contracts of adhesion

Current situation: Contracts of adhesion may be drawn up in English if it is the express wish of the parties

Standard clause: “This contract was drawn up in English at the express wish of the parties”

The rules governing the language of insurance policies

Bill 96 : Parties to a contract of adhesion drawn up in English can only be bound by such contract if they are provided with the French version of the contract before they enter into the contract

In practice: means that insurance policies must be drawn up in both French or English

At a minimum, a French version of the policy must be available to the insured before entering into the contract

Insurers cannot require the payment of translation fees

The rules governing the language of insurance policies



Notable exception

An insurance policy may be drawn up in English if it has no French equivalent in Québec, and

It comes from outside Québec; or

Its use is not widespread in Québec

Scope of the exception not entirely clear

Purpose is to make sure that sophisticated insurance coverage is available to Quebec businesses

These rules enter into force on June 1, 2023

The rules governing the language of pleadings

The rules governing the language of pleadings filed by legal persons are being amended

Current situation :
legal persons may file pleadings in either French or English

It is very common for pleadings in commercial cases to be drawn up in English

The rules governing the language of pleadings

Bill 96 :

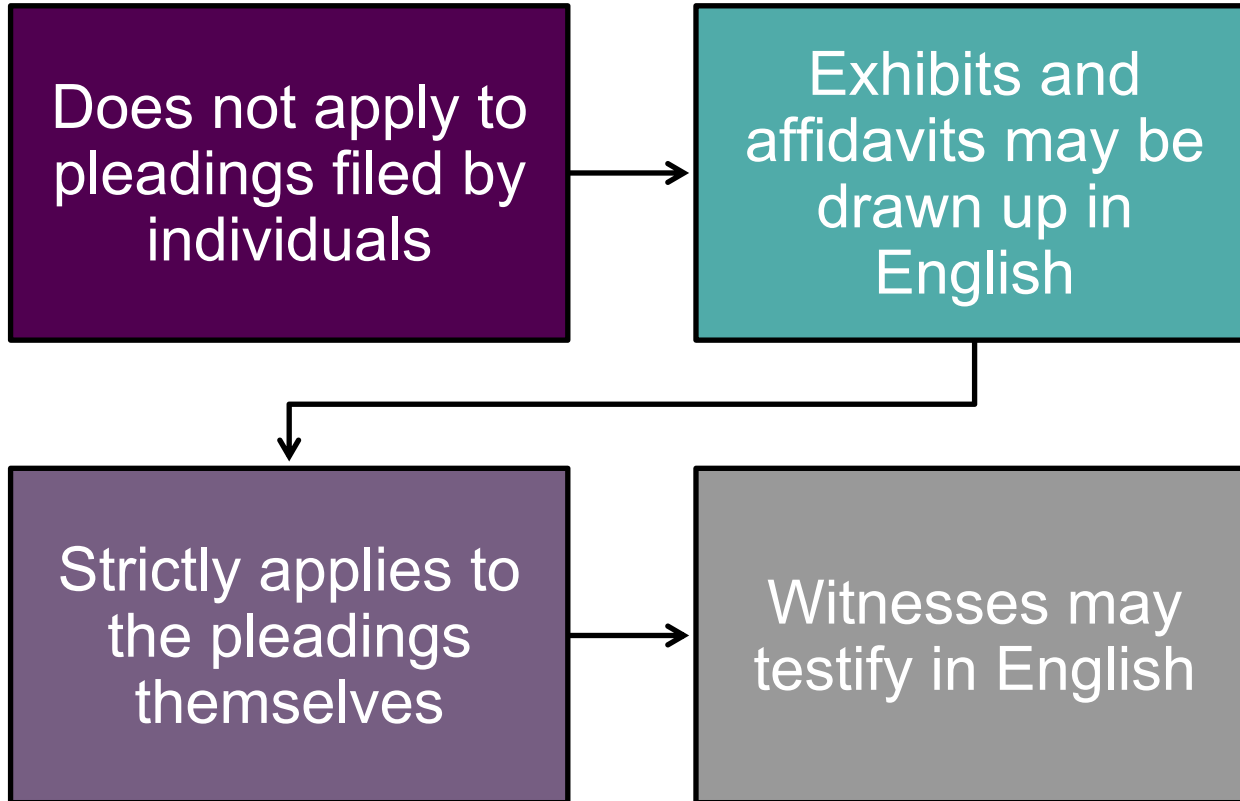
Legal persons (i.e. insurers and their commercial clients) must now file pleadings in French

Pleadings may be filed in English. However, a French version prepared by a certified translator must be attached. The legal person shall bear the translation costs

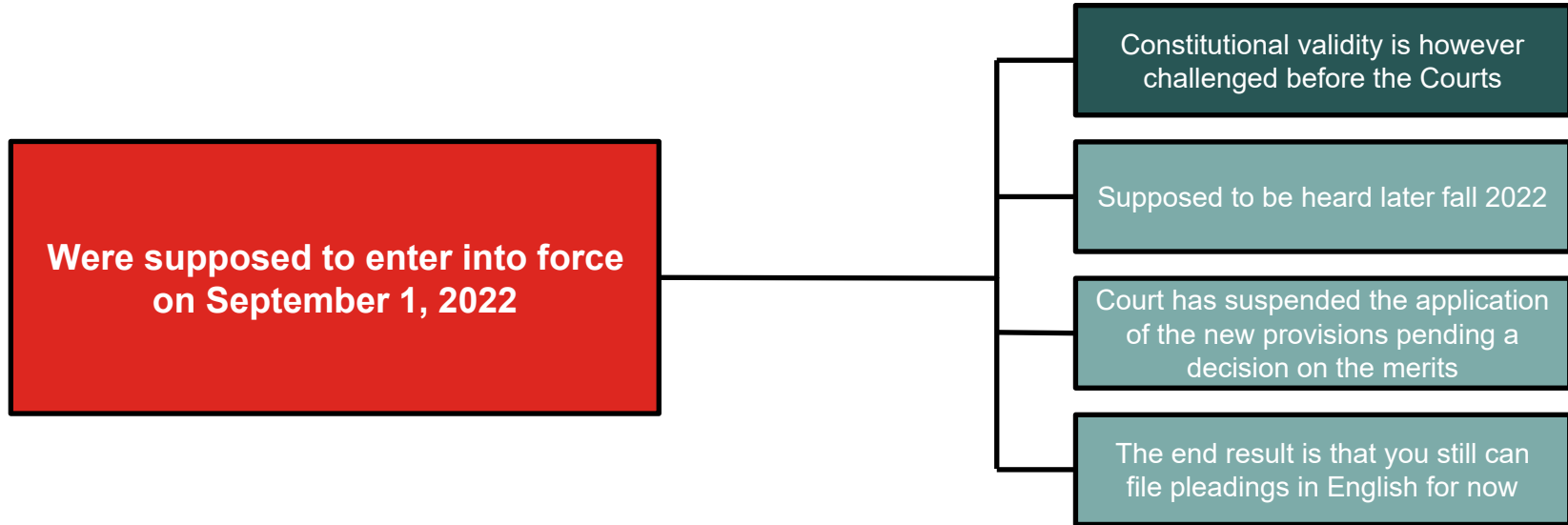
Costs and time relating to translation must be considered

Very important if timing is crucial (e.g. limitation period, appeal, etc.)

The rules governing the language of pleadings



The rules governing the language of pleadings



Take Aways



Insurance policies should be drafted in both French and English (mandatory as of June 1, 2023)



There is an exception when it comes to an insurance policy which has no French equivalent in Québec and (i) which comes from outside Québec, or (ii) the use of which is not widespread in Québec



Scope of the exception not entirely clear



Pleadings filed by legal persons must be in French. They may be filed in English. However, a certified French version must be attached (September 1, 2022)



Very important when timeline is tight



The constitutional validity of this amendment is currently being challenged



The result is that the new rules on pleadings are currently not applicable since the Court ordered their suspension pending a decision on the merits