

Personal Information Policy

About this document.

This Personal Information Policy spells out the responsibility of Stratum Advisory Group Inc., and your rights as our applicant, customer or former customer (“you” or “your”), regarding the collection, use and disclosure of your personal information. This Personal Information Policy is subject to any amendments which will be posted on Stratum Advisory Group Inc.'s **website** and will also be available from Stratum Advisory Group Inc.'s Privacy Officer by calling 416-792-7244

Our privacy promise describes in clear language how Stratum Advisory Group Inc. ensures the protection of the personal information entrusted to us.

Please read this document carefully, not because anything in it is difficult to understand, but because we want you to know Stratum Advisory Group Inc. protects your personal information.

We view our Privacy Promise as more than not just a legal obligation.

When you become a Stratum Advisory Group Inc. client, you share important personal information with us. You do this so we can serve you better and knowing we would honour and respect your privacy. Your trust is not misplaced.

Let's be perfectly clear. What is “personal information”?

“Personal information” is information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

Collecting, using and disclosing your personal information. Why do we do it?

We collect, use and disclose personal information for one reason: to serve you better. Knowing you better helps us understand your financial needs, communicate effectively with you, and provide you with the services and products you want.

Let's be specific. We collect, use and disclose your personal information to:

- **Verify your identity;**
- **Determine your eligibility for financial products and services;**
- **Assess and underwrite insurance and reinsurance risks ;**
- **Determine prices, fees and premiums;**
- **Determine the suitability of your investments;**
- **Comply with the law; or**
- **Comply with tax requirements**

Personal information may be collected, used or disclosed for any of these “Identified Purposes” set out above. If your personal information is not needed for one of the Identified Purposes, we will not use or disclose it without obtaining additional consent from you.

How do we gather your personal information?

- **From you, on applications for insurance and investment products or on other forms filled out through telephone, e-mail, face to face interviews; for example your name, address, telephone number, e-mail address, occupation, financial and banking information, and health information;**
- **From your interactions with us; for example through your payment history and underwriting;**
- **From government and other entities, that have information on your driving records;**
- **From consumer reporting agencies; for example your credit history**

Your consent.

Your knowledge and consent are required before we may collect, use or disclose your personal information. If any of the personal information that we collect is sensitive, such as health information, we will obtain additional written or oral consent from you before collecting, using or disclosing the information.

How do you provide us with your consent?

We accept any of the following as your consent for Stratum Advisory Group Inc.'s existing use and future collection, use and disclosure of your personal information for the Identified Purposes:

- **Your receipt of this Personal Information Policy;**
- **Your unrestricted provision of information to Stratum Advisory Group Inc.;**
- **Your express written or oral consent as obtained through an application process; or**
- **Your consent as provided by your authorized representative, such as a legal guardian or power of attorney**

You have the power to say no. How you can withdraw your consent.

You may withdraw your consent at any time upon reasonable notice, subject to legal or contractual restrictions. Please note, however, that withdrawing your consent may affect our ability to continue to provide you with the advice, products and services that you have or would like to receive.

To withdraw your consent, you should contact our Privacy Officer, Diana Dias at 416-792-7244 ext. 202 or 402-4211 Yonge St, Toronto, ON M2P 2A9. Unless we hear otherwise from you, you are giving to us your consent for the collection, use and disclosure of personal information as provided in this Policy for the Identified Purposes.

How long do we keep your personal information?

Your personal information is retained only as long as we need it to effectively provide products and services to you and for a reasonable length of time thereafter in case we need to meet any potential obligations or legal or government requirements. Stratum Advisory Group Inc. shall use care when storing or destroying your personal information in order to prevent unauthorized access.

How do we protect your personal information?

Whether in electronic or paper-based format, Stratum Advisory Group Inc. maintains strict security systems to safeguard your personal information from unauthorized access, disclosure or misuse. As well, when we no longer need your personal information, we take as much care to destroy it as we do when storing it.

In the event that we transfer your personal information to a third party for processing (for example, need some examples like off-site server, ISP provider), we contractually require any person or organization providing products or services on our behalf to protect our customers' confidentiality in a manner consistent with our own internal measures, or as required by law.

Your right to access your personal information.

You have a right to access your personal information that we have in our possession or control.

How do you access your personal information?

Please make your request in writing to Diana Dias, Stratum Advisory Group Inc.'s Privacy Officer, stating as specifically as possible which personal information you are requesting.

We will try to respond to such requests as soon as possible, and will advise you if for some reason we cannot respond right away. Stratum Advisory Group Inc. may charge you a reasonable fee for providing access to your personal information, but only after first advising you of the approximate cost.

Keeping your information accurate. A priority.

Stratum Advisory Group Inc. strives to ensure that the personal information we have on file about you is as accurate and up-to-date as necessary for the Identified Purposes for which it is to be used. If any information needs to be updated or amended to reflect a change in your situation, we make every effort to update our records. Stratum Advisory Group Inc. shall amend personal information that is materially inaccurate or incomplete and, where appropriate, shall endeavour to advise other parties having access to the information in question.

Use of this Web site is governed by the following terms and conditions which are subject to change without notice to you. Please read them carefully before using this site.

Privacy and Confidentiality

You acknowledge that the Corporation collects and uses personal information for purposes of providing the services contained on this site. The Corporation is committed to respecting the privacy and confidentiality of information in accordance with applicable law. The Corporation has established and will continue to maintain appropriate safeguards to protect the security and confidentiality of personal information. However, you acknowledge and confirm that the Internet is not a secure medium where privacy and confidentiality can be guaranteed and that complete security and confidentiality of transmissions to and from this site over the Internet is not possible at this time. Your confidential use of the site cannot be guaranteed and you acknowledge that your use of the site (including information you transmit to the site) may be subject to access or manipulation by, or disclosure to, third parties. Without limiting any other disclaimer herein, the Corporation shall not be responsible or liable for any damages that you or any other person may suffer in connection with any such breach of privacy, confidentiality or security. If you are provided with a user name and password to access any part of this site, you agree to be liable for all uses of your user name and password, including unauthorized use without your consent and you acknowledge that the Corporation shall not be responsible to confirm the actual identity or authority of any user. Instructions provided pursuant to such user name and password shall constitute sufficient authority to the Corporation to execute any transactions directed thereunder. You agree to notify the Corporation immediately should the confidentiality of your user name and password be in jeopardy.

E-mail security

The security of e-mail communication cannot be guaranteed at this time. Any person wishing to communicate or send information of a private or confidential nature to the Corporation is encouraged to do so by other means.

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More information

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How to contact us.

Updated versions of this Personal Information Policy are posted on Stratum Advisory Group Inc.'s **website** or you can direct any queries about this Policy to Stratum Advisory Group Inc.'s Privacy Officer at the telephone, e-mail address, or mailing address listed below.

For more information, to file a complaint, to make enquiries, or to opt out of all or parts of this Policy, please contact Stratum Advisory Group Inc.'s Privacy Officer:

Stratum Advisory Group Inc.'s Privacy Officer

Address: 402-4211 Yonge St, ON M2P 2A9

Telephone: 416-792-7244

Fax No: 416-792-7241

E-mail address: ddias@stratumadvisorygroup.com

Internet: www.stratumadvisorygroup.com

If you have a complaint, we want to know about it.

If you have a complaint related to this Personal Information Policy or any of our procedures, contact our Privacy Officer. If your complaint is justified, we will take the steps necessary to resolve the issue, including amending our Policy and practices, if necessary.

If we are not able to resolve your concern, or if you have any other concerns about Stratum Advisory Group Inc.'s Personal Information Policy and procedures, you may contact the Office of the Privacy Commissioner of Canada or, if applicable, the provincial Privacy Commissioner. Stratum Advisory Group Inc.'s Privacy Officer will provide you with the contact information upon request.