### BREACH OF FIDUCIARY DUTY

(Claimant) claims that (Defendant) breached a fiduciary duty [he] [she] [it] owed to (Claimant) and was damaged as a result.

You must decide whether (Defendant) breached a fiduciary duty to (Claimant) and whether the breach was the legal cause of damages.

A breach of a fiduciary duty occurs when

a. the (Defendant) failed to protect the (Claimant’s) financial or property interests; or

b. the (Defendant) failed to protect the (Claimant’s) [secrets] [confidences] [private information]; or

c. the (Defendant) used such information to the detriment of (Claimant)

and breach of the fiduciary duty is a legal cause of damage to (Claimant).

Breach of a fiduciary duty is a legal cause of damage if it directly and in natural and continuous sequence produces or contributes substantially to producing such damage, so that it can reasonably be said that, but for the breach of fiduciary duty, the damage would not have occurred.

NOTES ON USE

1. These instructions have been prepared to cover many of the circumstances under which fiduciary duties have been held to arise. Modification may be required to address other circumstances which give rise to fiduciary duties.


3. As the facts dictate, appropriate defense instructions may be necessary.

4. In the appropriate case, the court should consider whether to give instructions on concurring or intervening cause.