

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF LONGUEUIL

NO: 505-06-000030-259

(Class Action)
SUPERIOR COURT

CARLO [REDACTED]

Applicant

v.

LA PERSONNELLE, COMPAGNIE D'ASSURANCES, legal person with its head office at 6300 Guillaume-Couture Boulevard, Lévis, District of Québec, Province of Quebec, G6V 6P9

and

LA PERSONNELLE, ASSURANCES GÉNÉRALES INC., legal person with its head office at 6300 Guillaume-Couture Boulevard, Lévis, District of Québec, Province of Quebec, G6V 6P9

and

DESJARDINS ASSURANCES GÉNÉRALES INC., legal person with its head office at 6300 Guillaume-Couture Boulevard, Lévis, District of Québec, Province of Quebec, G6V 6P9

Defendants

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION
(ARTICLES 571 AND FOLLOWING C.C.P.)**

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN
AND FOR THE DISTRICT OF LONGUEUIL, YOUR APPLICANT STATES:**

1. The Applicant wishes to institute a class action on behalf of the following class, of which he is a member, namely:

<p>Quebec Class:</p> <p>All persons in Quebec who subscribed to the Ajusto program offered by La Personelle or Desjardins (or any of their subsidiaries or affiliates) for automobile insurance before February 25, 2021, received a rebate thereunder sold and advertised as being “<i>locked in for as long as you have car insurance with us!</i>”, and whose rebate was unilaterally removed as of January 2025;</p>	<p>Groupe du Québec :</p> <p>Toutes les personnes au Québec qui ont souscrit au programme Ajusto offert par La Personelle ou Desjardins (ou l’une de leurs filiales ou sociétés affiliées) pour l’assurance automobile avant le 25 février 2021, ont reçu un rabais en vertu de ce programme vendu et annoncé comme étant applicable « <i>tant et aussi longtemps que vous conserverez votre assurance auto avec nous!</i> », et dont le rabais a été unilatéralement retiré à compter de janvier 2025;</p>
<p>Ontario Class:</p> <p>All persons in Ontario who subscribed to the Ajusto program offered by La Personelle or Desjardins (or any of their subsidiaries or affiliates) for automobile insurance before April 23, 2021, received a rebate thereunder sold and advertised as being “<i>locked in for as long as you have car insurance with us!</i>”, and whose rebate was unilaterally removed as of January 2025;</p>	<p>Groupe de l’Ontario :</p> <p>Toutes les personnes en Ontario qui ont souscrit au programme Ajusto offert par La Personelle ou Desjardins (ou l’une de leurs filiales ou sociétés affiliées) pour l’assurance automobile avant le 23 avril 2021, ont reçu un rabais en vertu de ce programme vendu et annoncé comme étant applicable « <i>tant et aussi longtemps que vous conserverez votre assurance auto avec nous!</i> », et dont le rabais a été unilatéralement retiré à compter de janvier 2025;</p>

I. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION (S. 575 C.C.P.):

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT:

2. The Applicant is an engineer who has subscribed to automobile insurance with La Personelle (for himself and his wife on the same policy) since around 2015;
3. In early 2019 (around the time he received his renewal document in January or February), the Applicant was speaking to a representative of La Personelle on the phone, who informed him that he and his wife could receive a discount on their annual insurance premiums of up to 25%, if they installed the “Ajusto” application on their mobile devices and allowed Ajusto to monitor their respective driving for 100 days and 1000 km;
4. To most accurately describe Ajusto – at the time it was sold, offered and advertised by the Defendants to the Applicant and Class Members – Applicant refers to La Personelle’s website as it appeared on February 28, 2019 using a Wayback Machine, communicated as **Exhibit P-1**:

Votre score sera calculé en fonction de votre portrait global de conducteur, basé sur les données de conduite recueillies, et non pas en fonction d'événements uniques.

Avec Ajusto, vous obtiendrez un score qui pourrait se traduire par un rabais sur votre prime d'assurance auto.

Rappelez-vous : le programme Ajusto n'entraîne aucune pénalité ni augmentation de votre prime d'assurance.

Votre rabais serait alors appliqué dès la fin de la période de 100 jours d'analyse de trajets et après avoir parcouru 1 000 km. Vous profiterez de ce rabais tant et aussi longtemps que vous conserverez votre assurance auto avec nous! [Voyez comment La Personnelle calculera votre rabais](#) à partir de votre score.

Il s'agit simplement d'un programme basé sur l'usage dont l'objectif est de rendre les routes plus sécuritaires en vous aidant à améliorer vos habitudes de conduite.

5. These representations are exactly the same as those made by La Personnelle's representative to the Applicant, and Applicant recalls seeing similar representations when he downloaded the Ajusto mobile application (i.e. before installing Ajusto), which were also consistent with what La Personnelle's representative told him by phone during that phone call in early 2019, which is that after the 100 day and 1000 km period, the discount then calculated would remain in his file and be applied to his premium every year "*tant et aussi longtemps que vous conserverez votre assurance auto avec nous!*" (Exhibit P-1);
6. The La Personnelle representative confirmed that the same discount would automatically apply at every renewal (as long as he remains insured with La Personnelle), and that the Applicant would not be required to have Ajusto monitor his driving again in order to receive the discount he earned by way of the 100 day / 1000 km analysis. La Personnelle likely kept a recording of that early 2019 phone call and Applicant hereby calls upon La Personnelle to communicate it to him;
7. La Personnelle implemented, advertised and sold the Ajusto program by systematically telling its customers that the rebate earned and obtained after the 100-day (and 1000 km) period was locked in would automatically apply year after year. To further prove that this is the case, Applicant communicates the English version of La Personnelle's website from the same period (2019) as when he installed and used the Ajusto application as **Exhibit P-2**:

What are the benefits of Ajusto?

- You can save up to 25% on your auto insurance premium
- You get feedback to improve your driving habits
- You help improve road safety

Your score will be calculated based on all your driving data that is collected, is not based on individual events.

Remember, Ajusto will never penalize you with premium increases.

Your final score could turn into a discount on your auto insurance premium after a 100-day trip analysis period and once you have driven 1,000 km. Enjoy this discount for as long as you have car insurance with us! [Find out how The Personal uses your score to calculate your savings](#)

It's a usage-based program that helps you save while encouraging better driving habits.

8. The promise above is clear: “*Enjoy this discount for as long as you have car insurance with us!*”! La Personnelle subsequently updated its website (2020) to confirm that the discount received was “*locked in for as long as you have car insurance with us!*”, Applicant disclosing **Exhibit P-3**:

Your score will be calculated based on the way you drive overall, not based on individual events.

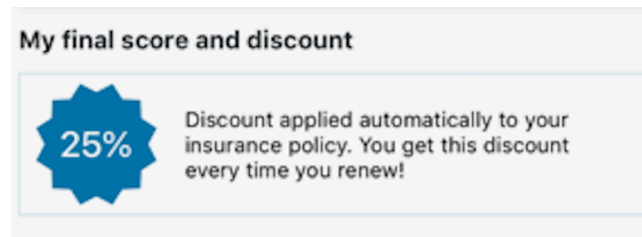
With Ajusto, you'll get a score that could turn into a discount on your auto insurance premium.

Remember, Ajusto will never penalize you with premium increases.

At the end of a 100-day trip analysis period (provided you have driven at least 1,000 km during that period) your discount will be applied to your auto insurance premium and locked in for as long as you have car insurance with us! [Find out](#) how The Personal uses your score to calculate your savings.

It's a usage-based program that can make our roads safer and help you save while encouraging better driving habits.

9. Relying on the representations and declarations made by the La Personnelle representative by phone, which were the same as the above representations that appeared on La Personnelle's website, the Applicant downloaded the Ajusto application (where he saw similar representations) and authorized it to monitor his driving from March 16, 2019 to June 25, 2019, as it appears from **Exhibit P-4**;
10. As it further appears from Exhibit P-4, at the end of his 100-day / 1000 km period, the Applicant achieved the incredible score of 98%, which earned him the highest discount available of 25% (his wife who was using Ajusto at the same period obtained a 24% discount based on her score);
11. On or around June 26, 2019, when the 100-day period was completed, La Personnelle also made the following representation in Exhibit P-4, right next to the 25% discount mention: “***You get this discount every time you renew!***”:



12. There is no disclaimer, asterisk, footnote or symbol next to this representation (or the representations in Exhibits P-1, P-2 and P-3) that there are any exceptions to this promise that “you get this discount every time you renew!”;
13. Indeed, since 2019, La Personnelle honoured its undertakings, acted in conformity with its representations and automatically provided the Applicant with the 25% every time he renewed his and his wife's auto insurance policy (i.e. in 2020, 2021, 2022, 2023 and 2024). As promised, La Personnelle applied a 25% discount to the Applicant's premium and a 24% discount to his wife's premium, Applicant disclosing his insurance documents for those years *en liasse* **Exhibit P-5**;

14. However, on December 18, 2024, La Personnelle sent an email to the Applicant with the subject line "Modification au programme Ajusto", where, using the false pretext of so-called technology improvements, it informed him that "*nous procédons au retrait de la version du programme Ajusto que vous utilisez actuellement*", and that "*Cela signifie que votre réduction de prime Ajusto dans le cadre de l'ancien programme ne sera plus applicable après la date d'échéance de votre police d'assurance*", Applicant communicating the email as **Exhibit P-6**;
15. On December 20, 2024, the Applicant called La Personnelle to object to this unilateral change and to remind them of their representations made in 2019, as well as their advertising and contractual undertakings as alleged above (i.e. that his 25% discount was locked in for every time he renews with La Personnelle);
16. His call was transferred to several agents and finally escalated to someone responsible for his file, Ms. Millan, who assured him that she would look into his file over the holidays and get back to him in January 2025;
17. On January 14, 2025, Ms. Millan sent an email to the Applicant informing him that "*nous poursuivons les vérifications requises à votre dossier et que je vous joindrai dans les meilleurs délais pour vous informer de l'avancement et/ou conclusion de mes validations*";
18. On January 21, 2025, the Applicant responded by email, mentioning notably the following, as appears from the email thread communicated as **Exhibit P-7**:

"j'ai reçu mon renouvellement d'assurance auto aujourd'hui et ça représente une **augmentation de 38%** (si je compare mon dernier paiement mensuel prévu en février 2025 versus le paiement de mars - date du 1^{er} paiement au renouvellement).

SVP, mettre une haute priorité à mon dossier pour clarifier les éléments de notre conversation en décembre. Cette augmentation est tout à fait injustifiée compte tenu de mon dossier comme conducteur et la non-existence de réclamations passées.

On passe de 131.86\$/mois à 183.49\$/mois, un delta de 51.63\$/mois. Sur un an, c'est 619.56\$. Vous comprenez l'ampleur des changements monétaires sur mon portefeuille quand vous décidez de retirer un rabais Ajusto dont je bénéficiais depuis longtemps... surtout si vous extrapolez et indexez cette différence sur les années restantes de conduite active (37 à 40 années)."
19. Applicant communicates a copy of his insurance renewal referred to above as **Exhibit P-8**, and notes that La Personnelle no longer raises the false pretext of so-called technology improvements (as they did in Exhibit P-6), and now candidly admit (Exhibit P-8 and page 5-PDF):

Le programme Ajusto évolue

Nous mettons hors service la version d'Ajusto que vous utilisez actuellement car nous passons à un programme Ajusto continu. En conséquence, le rabais Ajusto développé à partir du programme a été supprimé.

Pour continuer de bénéficier d'une prime personnalisée, vous devrez passer au nouveau programme Ajusto avant votre date de renouvellement.

Pour plus d'informations, rendez-vous sur lapersonnelle.com/ajusto.

20. On January 27, 2025, Ms. Millan sent the Applicant an email containing the Ajusto "conditions d'utilisation" dated 2017 (the Applicant had requested her to email this to him during their December 20, 2024, phone conversation), Applicant communicating the email and attachment *en liasse* as **Exhibit P-9**;
21. On January 29, 2025, the Applicant responded to Ms. Millan to inform La Personnelle that "*je suis en total désaccord avec le retrait unilatéral de l'ancien programme Ajusto à mon dossier, ainsi qu'à celui de ma conjointe*" and that "*les paiements mensuels de mon renouvellement d'assurance auto à partir de mars 2025 seront sous protêt*", Applicant communicating the email as **Exhibit P-10**;
22. On February 3, 2025, Ms. Millan contacted the Applicant to confirm that the company's final decision is that La Personnelle would not be honouring the 25% discount (and 24% for his wife) on his renewals going forward, but offered him a limited-time 25% discount for 6 months if he accepted to install the Ajusto application on his phone, let it monitor him full time and accept their new terms and conditions, which Applicant refuses;

La Personnelle's Breaches

23. Section 5 of Quebec's *Consumer Protection Act* ("**CPA**") exempts insurance contracts from Title I of the CPA, but not from Title II. In the present case, there is no doubt that Exhibits P-1, P-2, P-3 and P-4 contain representations within the meaning of section 216 CPA (as did the representations made orally to Applicant);
24. There is also no doubt that by unilaterally removing the Ajusto discount in 2025 (Exhibits P-6 and P-8), La Personnelle's verbal and written representations to the effect that the Applicant's 25% discount was "locked in" and that "*You get this discount every time you renew*" were manifestly false within the meaning of section 219 CPA;
25. By removing the Ajusto discount and charging the Applicant a greater price than that initially announced, La Personnelle also violated sections 220(b) and 224(c) CPA;

26. Additionally, the Defendants made false representations and acted in bad faith by initially using the false pretext of "*La technologie ne cesse de s'améliorer*" (Exhibit P-6) to remove the Ajusto rebates earned. Their system was capable of monitoring customer driving 24/7 in 2019 as well; they simply were well aware that less people would accept to be monitored full-time. Thus, it was not a lack of "technology" that prevented them from enforcing full-time monitoring, rather their intention – and business plan – of subscribing as many clients as possible prior to 2021;
27. Applicant hereby invokes section 272(a) CPA to demand the specific performance of the obligation, that is that La Personnelle honour its legal and contractual obligations and apply the 25% Ajusto discount to his policy and the 24% discount to his wife's policy (as well as to the policies of all Class Members similarly situated) each time he renews. Alternatively, Applicant invokes section 272(c) CPA to claim a reduction of his obligations equivalent to the Ajusto discount being applied, as well as punitive damages in both cases, in an amount to be determined;
28. Applicant also invokes articles 1401 and 1407 C.C.Q., as well as a section 52 of the *Competition Act*;
29. If La Personnelle refuses to reinstate his Ajusto discount upon service of this action prior to his renewal that begins on March 16, 2025, or if La Personnelle refuses to renew the Applicant's policy in the future, it will confirm that La Personnelle intentionally refuses to honour its own contractual undertakings and representations, as well as its obligation to act in good faith in the performance of its contract, in which case the Applicant will seek damages;
30. Applicant's damages are a direct and proximate result of La Personnelle's misconduct and bad faith and, in these circumstances, the Applicant's claims for an injunction (subsidiarily compensatory damages) and punitive damages are justified;

The Situation of Desjardins Assurances Générales

31. Although he does not have a contractual relationship with Desjardins for automobile insurance, Applicant has standing to include Desjardins in the present case given that Ajusto is owned by Desjardins and that Desjardins advertised and sold Ajusto in an identical manner as La Personnelle, as it appears from the English and French versions of Desjardins' website from 2020 using the Wayback machine, communicated *en liasse* as **Exhibit P-11**;
32. As it appears from Exhibit P-11, Desjardins also promised its customers that "*You keep your discount for as long as you're insured with us*" and that "*Vous profiterez de votre rabais tant et aussi longtemps que vous demeurerez assuré avec nous*";
33. However, just like La Personnelle did in December 2024 and January 2025, Desjardins unilaterally removed the discount from Class Members' policies, as it appears from **Exhibit P-12**;

34. As such, Applicant seeks the same conclusions against Desjardins;

B) THE COMMON QUESTIONS

35. The questions of fact and law raised and the recourses sought by this Application are identical with respect to each Class Member, namely:

- a) By unilaterally removing the Ajusto discount from Class Members' automobile insurance policies, did the Defendants violate the CPA (Quebec and Ontario), the CCQ and/or the *Competition Act*?
- b) Should an injunctive remedy be ordered to prohibit the Defendants from unilaterally removing the Ajusto discount earned by and promised to Class Members?
- c) Alternatively, are Class Members entitled to compensatory or punitive damages and in what amounts?

C) THE COMPOSITION OF THE CLASS

36. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings;

37. The Applicant presumes that both La Personnelle and Desjardins have a very important number of customers across Quebec and Ontario. While he is unaware of the total number of people who are included in both Classes, he estimates that there are likely several thousand Class Members affected;

38. During his February 3, 2025, phone conversation, Ms. Millan insinuated that there were others in the same situation because she was making an "exception" for the Applicant;

39. Other Class Members have also complained on social media, Applicant communicating a Facebook message posted on La Personnelle's Facebook page as **Exhibit P-13**;

40. The names and addresses of all the Class Members are not known to the Applicant, however, are all in the possession of the Defendants;

41. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class member to obtain mandates and to join them in one action;

42. In these circumstances, a class action is the only appropriate procedure for all of the Class Members to effectively pursue their respective rights and have access to justice without overburdening the court system;

D) ADEQUATE REPRESENTATIVE

43. The Applicant requests that he be appointed the status of representative plaintiff for the following main reasons:
 - a) He is a member of the Class and has a personal interest in seeking the conclusions that he proposes herein;
 - b) He is competent, in that he has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
 - c) His interests are not antagonistic to those of other Class members;
44. The Applicant participated in the drafting of the present application and has an understanding of the legal issues;
45. He is taking this action to hold the Defendants accountable and so that he and all Class Members receive the Ajusto discount they earned and were promised would apply at every renewal (alternately, to ensure that everyone is compensated for the difference);

II. DAMAGES

46. The Defendants are in breach of their own contractual undertakings, as well as several obligations imposed on them by legislation in Quebec and Ontario, notably:
 - a) Sections 216, 219, 220(b) and 224(c) CPA, thereby rendering section 272 applicable;
 - b) Articles 6, 7, 1375, 1401 and 1407 CCQ;
 - c) Section 52 of the *Competition Act*; and
 - d) Section 14 of Ontario's *Consumer Protection Act*, 2002, S.O. 2002, c. 30.
47. In light of the foregoing, the following remedies and damages may be claimed against the Defendants, subject to adjustments:
 - a) injunctive relief ordering the Defendants to maintain the Ajusto discounts earned by Class Members and that they promised would apply at each renewal;
 - b) compensatory damages in the aggregate of the overcharges imposed as a result of the unilateral removal of the Ajusto discounts earned; and
 - c) punitive damages in an amount to be determined.
48. Applicant here emphasizes that his wish is for the Defendants to respect their undertakings and the law and, as such, to consent the injunctive relief sought

before his renewal goes into force on March 16, 2025, which is in the interest of justice and would save significant judicial resources;

III. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

49. The action that the Applicant wishes to institute on behalf of the Class Members is an action for injunctive relief and damages;

50. The conclusions that the Applicant wishes to introduce by way of an originating application are:

1. **GRANT** the Plaintiff's action against the Defendants;

2. **ORDER** the Defendants to comply with their undertakings to Class Members and to apply their Ajusto discount at each renewal;

ALTERNATELY,

3. **CONDEMN** the Defendants (solidarily between the La Personnelle Defendants) to pay to the Class Members amounts to be determined in compensatory damages, and **ORDER** collective recovery of these sums;

4. **CONDEMN** the Defendants (solidarily between the La Personnelle Defendants) to pay to the Class Members an amount to be determined in punitive damages, and **ORDER** collective recovery of these sums;

5. **CONDEMN** the Defendants (solidarily between the La Personnelle Defendants) to pay interest and the additional indemnity on the above sums according to law from the date of service of the *Application to Authorize the Bringing of a Class Action*;

6. **ORDER** the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

7. **ORDER** that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

8. **CONDEMN** the Defendants (solidarily between the La Personnelle Defendants) to bear the costs of the present action including the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

IV. JURISDICTION

51. The Applicant requests that this class action be exercised before the Superior Court in the district of Longueuil, notably because he is a consumer and resides in this district;

52. This Court has jurisdiction to authorize a national class against the Defendants pursuant to article 3148(1) C.C.Q., as all three Defendants have their head offices in the province of Quebec, as it appears from extracts of the enterprise's information statements from the Quebec enterprise register communicated *en liasse* as **Exhibit P-14**;

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **GRANT** the present Application;
2. **AUTHORIZE** the bringing of a class action in the form of an originating application in injunctive relief and damages;
3. **APPOINT** the Applicant the status of representative plaintiff of the persons included in the Classes herein described as:

<p>Quebec Class:</p> <p>All persons in Quebec who subscribed to the Ajusto program offered by La Personelle or Desjardins (or any of their subsidiaries or affiliates) for automobile insurance before February 25, 2021, received a rebate thereunder sold and advertised as being <i>“locked in for as long as you have car insurance with us!”</i>, and whose rebate was unilaterally removed as of January 2025;</p>	<p>Groupe du Québec :</p> <p>Toutes les personnes au Québec qui ont souscrit au programme Ajusto offert par La Personelle ou Desjardins (ou l'une de leurs filiales ou sociétés affiliées) pour l'assurance automobile avant le 25 février 2021, ont reçu un rabais en vertu de ce programme vendu et annoncé comme étant applicable <i>« tant et aussi longtemps que vous conserverez votre assurance auto avec nous! »</i>, et dont le rabais a été unilatéralement retiré à compter de janvier 2025;</p>
<p>Ontario Class:</p> <p>All persons in Ontario who subscribed to the Ajusto program offered by La Personelle or Desjardins (or any of their subsidiaries or affiliates) for automobile insurance before April 23, 2021, received a rebate thereunder sold and advertised as being <i>“locked in for as long as you have car insurance with us!”</i>, and whose rebate was unilaterally removed as of January 2025;</p>	<p>Groupe de l'Ontario :</p> <p>Toutes les personnes en Ontario qui ont souscrit au programme Ajusto offert par La Personelle ou Desjardins (ou l'une de leurs filiales ou sociétés affiliées) pour l'assurance automobile avant le 23 avril 2021, ont reçu un rabais en vertu de ce programme vendu et annoncé comme étant applicable <i>« tant et aussi longtemps que vous conserverez votre assurance auto avec nous! »</i>, et dont le rabais a été unilatéralement retiré à compter de janvier 2025;</p>

4. **IDENTIFY** the principle questions of fact and law to be treated collectively as the following:

- a) By unilaterally removing the Ajusto discount from Class Members' automobile insurance policies, did the Defendants violate the CPA (Quebec and Ontario), the CCQ and/or the *Competition Act*?
- b) Should an injunctive remedy be ordered to prohibit the Defendants from unilaterally removing the Ajusto discount earned by and promised to Class Members?
- c) Alternatively, are Class Members entitled to compensatory or punitive damages and in what amounts?

5. **IDENTIFY** the conclusions sought by the class action to be instituted as being the following:

1. **GRANT** the Plaintiff's action against the Defendants;
2. **ORDER** the Defendants to comply with their undertakings to Class Members and to apply their Ajusto discount at each renewal;

ALTERNATELY,

3. **CONDEMN** the Defendants (solidarily between the La Personnelle Defendants) to pay to the Class Members amounts to be determined in compensatory damages, and **ORDER** collective recovery of these sums;
4. **CONDEMN** the Defendants (solidarily between the La Personnelle Defendants) to pay to the Class Members an amount to be determined in punitive damages, and **ORDER** collective recovery of these sums;
5. **CONDEMN** the Defendants (solidarily between the La Personnelle Defendants) to pay interest and the additional indemnity on the above sums according to law from the date of service of the *Application to Authorize the Bringing of a Class Action*;
6. **ORDER** the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
7. **ORDER** that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
8. **CONDEMN** the Defendants (solidarily between the La Personnelle Defendants) to bear the costs of the present action including the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

6. **ORDER** the publication of a notice to the Class Members in accordance with article 579 C.C.P. pursuant to a further order of the Court, that would also fix the delay of exclusion as the date upon which the Class Members that have not exercised their means of exclusion will be bound by any judgment to be rendered herein, and **ORDER** the Defendants to pay for said publication costs;
7. **THE WHOLE** with costs including publication fees.

Montreal, February 10, 2025

(s) LPC Avocats

LPC AVOCATS

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SUMMONS
(ARTICLES 145 AND FOLLOWING C.C.P)

Filing of a judicial application

Take notice that the Applicant has filed this *Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff* in the office of the Superior Court in the judicial district of **Longueuil**.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Longueuil situated at 1111, boulevard Jacques-Cartier Est, Longueuil, Québec, J4M 2J6, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Applicant in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating Application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the applicant.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred.

The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff, the Applicant intends to use the following exhibits:

- Exhibit P-1:** La Personnelle's website as it appeared on February 28, 2019 using a Wayback Machine;
- Exhibit P-2:** La Personnelle's website (English version) as it appeared in 2019 using a Wayback Machine;
- Exhibit P-3:** La Personnelle's website (English version) as it appeared in 2020 using a Wayback Machine;
- Exhibit P-4:** Screen capture taken by Applicant of the Ajusto application showing that he completed the analysis period from March 16, 2019 to June 25, 2019, and obtained a discount of 25%;
- Exhibit P-5:** *En liasse*, Applicant's annual insurance documents showing the 25% and 24% discounts applied;
- Exhibit P-6:** Email of December 18, 2024, from La Personnelle with the subject line "Modification au programme Ajusto";

- Exhibit P-7:** Email thread between Applicant and La Personnelle from January 2025;
- Exhibit P-8:** Applicant's insurance renewal for 2025;
- Exhibit P-9:** *En liasse*, email sent from Ms. Millan on January 27, 2025, and the Ajusto "conditions d'utilisation" dated 2017 attached thereto;
- Exhibit P-10:** Email sent from the Applicant to La Personnelle on January 29, 2025;
- Exhibit P-11:** *En liasse*, English and French versions of Desjardins' website from 2020 using the Wayback machine;
- Exhibit P-12:** FAQ section from Desjardins' website as of February 2025;
- Exhibit P-13:** Message posted to La Personnelle's Facebook page;
- Exhibit P-14:** *En liasse*, extracts of the enterprise's information statements of the Defendants from the Quebec enterprise register.

These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montreal, February 10, 2025

(s) LPC Avocats

LPC AVOCATS

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NOTICE OF PRESENTATION
(articles 146 and 574 al. 2 C.C.P.)

TO: LA PERSONNELLE, COMPAGNIE D'ASSURANCES
6300 Guillaume-Couture Boulevard
Lévis, Québec, G6V 6P9

LA PERSONNELLE, ASSURANCES GÉNÉRALES INC.
6300 Guillaume-Couture Boulevard
Lévis, Québec, G6V 6P9

DESJARDINS ASSURANCES GÉNÉRALES INC.
6300 Guillaume-Couture Boulevard
Lévis, Québec, G6V 6P9

Defendants

TAKE NOTICE that Applicant's *Application to Authorize the Bringing of a Class Action* will be presented before the Superior Court at **1111, boulevard Jacques-Cartier Est, Longueuil, Québec, J4M 2J6**, on the date set by the coordinator of the Class Action chamber.

GOVERN YOURSELVES ACCORDINGLY.

Montreal, February 10, 2025

(s) LPC Avocats

LPC AVOCATS

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