

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-001407-259

SUPERIOR COURT
(Class Actions)

Yael 


Applicant

v.

**ALLIANCE POUR LA SANTÉ ÉTUDIANTE
AU QUÉBEC INC.** (d.b.a. **ASEQ /
STUDENTCARE**), legal person having its
head office at 2700-1000 Sherbrooke Street
West, Montreal, Quebec, H3A 3G4

and

**DESJARDINS SÉCURITÉ FINANCIÈRE,
COMPAGNIE D'ASSURANCE VIE**, legal
person having its head office at 200, rue des
Commandeurs, Lévis, Québec, G6V 6R2

and

UNIVERSITÉ LAVAL, legal person having its
head office at 2345 allée des Bibliothèques
City and District of Quebec, Quebec, G1V 0A6

and

UNIVERSITÉ DE MONTRÉAL, legal person
having its head office at 2900, boul. Édouard-
Montpetit, City and District of Montreal,
Quebec, H3T 1J4

and

UNIVERSITÉ DU QUÉBEC À MONTRÉAL,
legal person having its head office at 1430, rue
St-Denis, City and District of Montreal,
Quebec, H3C 3P8

and

UNIVERSITÉ DE SHERBROOKE, legal person having its head office at 2500 boul. de l'Université Sherbrooke, Sherbrooke, District of St-François, Quebec J1K 2R1

and

HEC MONTRÉAL, legal person having its head office at 3000 chemin de la Côte-Sainte-Catherine, City and District of Montreal, Quebec, H3T 2A7

and

ÉCOLE DE TECHNOLOGIE SUPÉRIEURE, legal person having its head office at 1100, rue Notre-Dame W., City and District of Montreal, Quebec, H3C 1K3

and

CÉGEP STE-FOY, legal person having its head office at 2410, chemin Sainte-Foy, City and District of Quebec, Quebec, G1V 1T3

and

COLLÈGE AHUNTSIC, legal person having its head office at 9155, rue Saint-Hubert, City and District of Montreal, Quebec, H2M 1Y8

and

ÉCOLE POLYTECHNIQUE, legal person having its head office at 2500 chemin de la Polytechnique, City and District of Montreal, Quebec, H3T 1J4

and

DAWSON COLLEGE, legal person having its head office at 3040 Sherbrooke St W., City and District of Montreal, Quebec, H3Z 1A4

and

CÉGEP ST-JÉRÔME, legal person having its head office at 455, rue Fournier, Saint-Jérôme, District of Terrebonne, Quebec, J7Z 1X9

and

VANIER COLLEGE, legal person having its head office at 821 Sainte Croix Avenue, Ville City and District of Montreal, Quebec, H4L 3X9

and

COLLÈGE DE MAISONNEUVE, legal person having its head office at 3800 Sherbrooke Street East, City and District of Montreal, Quebec, H1X 2A2

and

UNIVERSITÉ DU QUÉBEC EN OUTAOUAIS, legal person having its head office at 283 Alexandre-Taché Blvd., City and District of Gatineau, Quebec, J8X 3X7

and

UNIVERSITÉ DU QUÉBEC EN ABITIBI-TÉMISCAMINGUE, legal person having its head office at 445 boul. de l'Université, Rouyn-Noranda, City and District of Rouyn-Noranda, Quebec, J9X 5E4

and

CEGEP DU VIEUX MONTRÉAL, legal person having its head office at 255 Ontario St. E, City and District of Montreal, Quebec, H2X 1X6

and

UNIVERSITÉ DU QUÉBEC À CHICOUTIMI, legal person having its head office at 555 boul. de l'Université, City and District of Chicoutimi, G7H 2B1

and

CÉGEP DE SHERBROOKE, legal person having its head office at 475 rue du Cégep, Sherbrooke, District of St-François, Quebec, J1E 4K1

and

CÉGEP ST-JEAN-SUR-RICHELIEU, legal person having its head office at 30 boul. du Séminaire N, Saint-Jean-sur-Richelieu, District of Iberville, Quebec, J3B 5J4

and

COLLÈGE BOIS-DE-BOULOGNE, legal person having its head office at 10555 avenue de Bois-de-Boulogne, City and District of Montreal, H4N 1K7

and

ÉCOLE NATIONALE D'ADMINISTRATION PUBLIQUE, legal person having its head office at 555 blvd. Charest East, 2^e étage, City and District of Quebec, Quebec, G1K 9E5

and

BISHOP'S UNIVERSITY, legal person having its head office at 2600 College St, Sherbrooke, District of St-François, Quebec, J1M 1Z7

and

CÉGEP DE RIMOUSKI, legal person having its head office at 60 rue de l'Évêché O, City and District of Rimouski, Quebec, G5L 4H6

and

CEGEP DE CHICOUTIMI, legal person having its head office at 534 rue Jacques-Cartier E, City and District of Chicoutimi, Quebec, G7H 1Z6

and

INSTITUT DE TOURISME ET D'HÔTELLERIE DU QUÉBEC, legal person having its head office at 3535 St-Denis St, City and District of Montreal, Quebec, H2X 3P1

and

CÉGEP DE VICTORIANVILLE, legal person having its head office at 475 Notre-Dame St E, Victoriaville, District of Arthabaska, Quebec, G6P 4B3

and

ÉCOLE DU BARREAU, situated at 445, boulevard Saint-Laurent, bureau 215, City and District of Montreal, Quebec, H2Y 2Y7

and

CÉGEP GÉRALD-GODIN, legal person having its head office at 15615 Gouin blvd. W, City and District of Montreal, Quebec H9H 5K8

and

CEGEP DE SOREL-TRACY, legal person having its head office at 3000 boul. de Tracy, Sorel-Tracy, District of Richelieu, Quebec, J3R 5B9

and

CONSERVATOIRE DE MUSIQUE ET D'ART DRAMATIQUE DU QUÉBEC, legal person having an establishment at 4750, avenue Henri-Julien, 1^{er} étage, City and District of Montreal, Quebec, H2T 2C8

and

INSTITUT NATIONAL DE LA RECHERCHE SCIENTIFIQUE, legal person having its head office at 490, rue de la Couronne, City and

District of Quebec, Quebec, G1K 9A9

and

ÉCOLE NATIONALE DE THÉÂTRE, legal person having its head office at 5030, rue Saint-Denis, City and District of Montreal, Quebec, H2J 2L8

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 MONTREAL, YOUR APPLICANT STATES:**

I. INTRODUCTION

1. Applicant wishes to institute a class action on behalf of the following class:

All students enrolled or who were enrolled in a CEGEP or university and who were automatically subscribed to a health, medical or dental insurance plan for which they paid the insurance premiums to or for the benefit of the Defendants, and whose insurance contracts were made after December 19, 2019.	Tous les étudiants inscrits ou qui ont été inscrits à un CÉGEP ou à une université et qui ont été automatiquement inscrits à un régime d'assurance santé, médicale ou dentaire pour lesquels ils ont payé les primes d'assurance aux défenderesses ou à leur bénéficiaire, et ce, dont les contrats d'assurance ont été conclus après le 19 décembre 2019.
Excluded from the class are students who only attended Concordia University or McGill University and who are therefore included in the class action authorized in S.C.M. file no. 500-06-001245-238 on July 31, 2025.	Sont exclus du groupe les étudiants qui n'ont fréquenté que l'Université Concordia ou l'Université McGill et qui sont donc inclus dans l'action collective autorisée dans le dossier C.S.M. no. 500-06-001245-238 le 31 juillet 2025.
(hereinafter the " Class " or the " students ")	(ci-après le « Groupe » ou les « étudiants »)

2. This class action concerns the illegal manner in which students in the province of Quebec (including those studying outside of Quebec and for whom article 3119 CCQ applies) are automatically subscribed to health and/or dental insurance policies provided by Defendant *Alliance pour la santé étudiante au Québec* (a.d.b.a. as ASEQ / Studentcare, and hereinafter referred to as "**ASEQ**"), insured by Defendant

Desjardins sécurité financière, compagnie d'assurance vie (hereinafter "**Desjardins**") and paid to or for the benefit of Desjardins and/or ASEQ;

3. On July 31, 2025, the Superior Court of Quebec authorized a virtually identical class action (including against **ASEQ** and **Desjardins**) in SCM no. 500-06-001245-238, but limited the class to students who attended Concordia University and McGill University, given that only those two universities were named as defendants, the whole as appears from the judgment communicated as **Exhibit P-1** (see, in particular, para. 145);
4. The authorization application in SCM no. 500-06-001245-238 suspended prescription for all Class members included in the present action pursuant to article 2908 C.C.Q. (see para. 2 of Exhibit P-1) when it was first filed on June 7, 2023;
5. The Applicant (and Class Counsel) here emphasize that they sincerely regret being forced to name all of the educational institutions as defendants herein, but that the judgment in SCM no. 500-06-001245-238 effectively left no choice (para. 145), even though it is clear that the main culprits are ASEQ and Desjardins.
6. As such, the Applicant will immediately serve the present proceedings on ASEQ and Desjardins, but will wait at least 60 days before serving all of the educational institutions so that it gives ASEQ and Desjardins a fair chance to resolve the problem, without forcing the others to incur legal fees (in harmony with arts. 107 al. 3 & 19 al. 3 C.C.P.);

II. THE ISSUE:

7. Defendants act illegally by:
 - a) Subscribing the Class members to a group insurance plan without their consent, either before or after these members were subscribed;
 - b) Invoicing the Class members without their consent and without informing them that they had no obligation to pay the amounts indicated on the invoice with respect to the insurance (i.e. that the insurance is optional);
 - c) Imposing an arbitrary deadline to opt-out that is based neither on legislation nor regulations, nor on the consent of the Class members; and
 - d) Violating the privacy rights of the Class members by communicating their confidential and personal information to private companies for an insurance they never subscribed or consented to.
8. In the "*À propos*" section of its website, ASEQ describes itself and its functions as follows, **Exhibit P-2** (<https://aseq.ca/rte/fr/ASEQcommon?superUid=Gettoknowus>):

En tant que **fournisseur principal des régimes étudiants de soins de santé et dentaires** au Canada, notre priorité est de fournir à nos membres des régimes simples, engageants et fiables, mais ce n'est pas tout. Explorez les pages suivantes pour découvrir comment nous

servons les étudiantes et étudiants membres de nos régimes.

Notre histoire

Fondé en 1996, ASEQ | Studentcare découle de l'union de leaders étudiants qui mirent leurs forces en commun afin de promouvoir une vision commune : offrir des régimes de soins de santé et dentaires qui seraient toujours simples, engageants et fiables pour la communauté étudiante postsecondaire.

Avec cette vision en tête, ASEQ | Studentcare travaille sans relâche pour démystifier les couvertures d'assurance et pour aider des milliers d'étudiantes et d'étudiants à gérer leurs soins de santé. Nous sommes le premier fournisseur de régimes de soins de santé et dentaires à posséder notre propre centre d'appel et à offrir les services de retrait en ligne. Les étudiantes et étudiants ont maintenant le contrôle sur leurs soins de santé avec le pouvoir de personnaliser leur couverture et une plus grande flexibilité.

Nous sommes **le plus important fournisseur de régimes étudiants de soins de santé et dentaires au Canada, avec plus de 1 000 000 membres répartis dans plus de 100 associations étudiantes** à travers le pays.

Notre rôle

Définir votre « fournisseur de régime »

Votre Régime étudiant de soins de santé et dentaires offre des bénéfices importants qui ne sont pas couverts par le régime d'assurance maladie provincial. Au nom de votre association étudiante, ASEQ | Studentcare:

- Négocie un régime collectif qui inclut les meilleurs bénéfices au meilleur prix pour permettre aux membres d'économiser des millions de dollars en soins médicaux;
- Informe les étudiantes et étudiants sur les détails du régime avec le site Internet, les brochures, les courriels, les affiches présentes sur le campus, etc.
- Réponds à toute question concernant le régime, avec le Centre de service aux membres, ou résous les problèmes complexes avec la compagnie d'assurance;
- Récolte les impressions et les commentaires des membres à propos du Régime;

- Et plus encore !

9. According to a September 17, 2020 article published in La Presse by Stéphanie Grammond titled “***Eh, oh ! les étudiants, ne payez pas 350 \$ d’assurances superflues***”, ASEQ and Desjardins collect \$50 million in insurance premiums annually from students, Applicant disclosing **Exhibit P-3**:

Inutile d’être assuré en double, n’est-ce pas ? Alors, faites vite. Pour se retirer, les étudiants disposent d’une fenêtre de quatre à six semaines, au début de la session d’automne.

Dans les cégeps, la date butoir arrive donc d’ici quelques jours. Dans les universités, qui commencent un peu plus tard, la période de retrait se termine dans quelques semaines, selon les établissements.

Bon an, mal an, **quelque 150 000 étudiants du Québec paient 50 millions de dollars en primes d’assurance maladie**. Environ 90 000 étudiants, soit le tiers de la clientèle assurable, se retirent du plan qui est offert par l’entremise de l’Alliance pour la santé étudiante au Québec (**ASEQ**) et de diverses associations étudiantes.

Mais certains étudiants n’y voient que du feu. **Ils paient à leur insu pour une protection qu’ils n’utilisent pas.**

...

Ces obstacles peuvent décourager certains étudiants de se désister. Mais **d’autres ne réalisent tout simplement pas que l’assurance est facultative.**

« Dans le portail étudiant, la facturation de ces assurances ne saute pas aux yeux à travers la ventilation de tous les autres frais obligatoires », déplore M. Dessureault.

10. Earlier that year (March 8, 2020), Ms. Grammond had exposed the severity and widespread nature of the student-insurance problem in her La Presse article titled “*Les étudiants assurés en bloc*”, communicated as **Exhibit P-4**. The Applicant is clearly not alone in alleging that she was misled by the Defendants who – in addition to not complying with the *Insurers Act*, A-32.1 – concealed important information from her and Class members:

Si c’était écrit “frais optionnels” sur la ligne, juste ça, ça sonnerait une cloche qu’on n’est pas obligé de payer. Mais il faut cliquer sur le point d’interrogation pour le savoir. **C’est caché, caché.**

...

La mère se juge doublement perdante, car elle paie pour une protection dont elle n’a pas besoin et dont sa fille ne s’est jamais servie puisqu’elle ne savait même pas qu’elle était assurée.

...

L'adhésion automatique critiquée

Claude-Jean Durette a une dent contre le principe d'adhésion automatique avec droit de retrait des programmes d'assurances offerts par l'ASEQ aux étudiants du Québec.

« C'est un *opting-out*. Ça n'a pas de bon sens ! Les gens ne s'occupent pas de ça. **J'ai payé la facture la première année sans le voir** », lance-t-il. Ce n'est que lorsque sa fille est arrivée en deuxième année à HEC Montréal qu'il s'est aperçu qu'on prélevait des frais pour les assurances. **De peine et de misère, il a réussi à se soustraire du programme, en retard, grâce à l'intervention de l'Ombudsman des étudiants.**

Dans les différents établissements scolaires, les étudiants disposent d'une fenêtre de quatre semaines au début de la session d'automne pour se retirer. **Mais il est impossible d'enlever les frais directement sur la facture en ligne.** Les étudiants doivent plutôt se rendre sur le site internet de l'ASEQ pour se désinscrire, puis payer leurs droits de scolarité en soustrayant eux-mêmes les frais d'assurances.

La complexité de ces démarches peut décourager les étudiants de se retirer. De nombreuses études de finances comportementales ont démontré que les mécanismes par défaut influencent considérablement les décisions financières.

L'ASEQ rétorque qu'environ 90 000 étudiants québécois se sont soustraits de son plan, l'an dernier, soit 30 à 35 % des étudiants assurables. « **On se dit que ça ne doit pas être si compliqué** », affirme le vice-président, Patrice Allard.

Mais pourquoi ne pas inverser le processus ? Au lieu d'une adhésion automatique, pourquoi ne pas laisser les étudiants intéressés faire les démarches pour s'inscrire au programme ?

...

Pour garder le maximum d'étudiants dans le régime, sept associations au Québec exigent même que les étudiants fournissent une preuve qu'ils sont assurés ailleurs pour pouvoir se retirer du régime de l'ASEQ. **Légalement, rien n'exige pourtant que les étudiants soient couverts par une assurance maladie ou dentaire.**

...

Le hic, c'est que bien des étudiants disposent déjà de ce type de protection avec le régime d'assurances de l'employeur de leurs parents.

« La majorité des programmes d'assurances collectives couvrent les enfants à charge jusqu'à 21 ans et jusqu'à 26 ans lorsqu'ils sont aux études à temps plein », explique Pierre Chamberland, spécialiste en régimes collectifs chez Burrowes courtiers d'assurances.

Dans ce cas, vaut-il la peine de prendre une assurance en plus avec l'université ? « **Bien non ! C'est totalement inutile, quant à moi !** », s'exclame-t-il.

...

Remarquez qu'au Québec, **Desjardins est le seul et unique assureur de toutes les associations étudiantes**, même si la coopérative n'a pas d'entente d'exclusivité avec l'ASEQ.

11. Applicant notes that Mr. Allard's cynical response that "*On se dit que ça ne doit pas être si compliqué*" is absurd and certainly not a ground of defense for imposing and selling insurance premiums to students illegally; if anything, it is an admission that it is complicated for students to opt-out of these insurance regimes, which is contrary to the basic principles of contract formation (art. 1378 C.C.Q. provides that a contract requires "la volonté" of **both** parties);
12. As evidence of just how complicated it is for students to opt-out, contrary to Mr. Allard's contentions, Applicant communicates as **Exhibit P-5** the Google reviews for ASEQ (with a dismal rating of 1.3 / 5 stars on 295 reviews), with many students testifying as to their struggles in "opting-out" and then the delays in obtaining the refund even after they deciphered the opt-out process and managed to successfully opt-out. Indeed, Applicant is aware that: **(1)** some students even give up on trying to opt-out because it is too complicated and time consuming (ASEQ often doesn't answer to the requests of Class members to opt-out); and **(2)** many students, including herself, do not even know that they have been subscribed to an insurance and never use it and do not know they could even opt-out, both of which are precisely what ASEQ and Desjardins bank on in imposing this opt-out regime;
13. Ms. Grammond's article (Exhibit P-4) also revealed troubling allegations made by the AMF against ASEQ and the questionable methods it used to obtain contracts from the student associations:

L'enquête a fait ressortir que l'ASEQ signait des contrats de courtage et d'administration allant parfois jusqu'à huit ans avec les associations étudiantes, apprend-on dans la demande introductive d'instance produite par l'AMF.

Cela peut faire sourciller quand on sait que les jeunes qui forment l'exécutif d'une association ne sont élus que pour une seule année.

L'enquête de l'AMF a aussi démontré que différentes associations avaient reçu des versements totalisant 123 000 \$ de la part de l'ASEQ lors de la signature de l'entente.

« Ceci constituait assurément un incitatif important pour le renouvellement du contrat d'assurance au bénéfice de l'association étudiante pouvant ainsi mettre en doute le bien-fondé de ce renouvellement. » (Extrait du jugement rendu à la suite de l'enquête de l'AMF)

14. Applicant communicates the judgment referred to above (*Autorité des marchés financiers c. Alliance pour la santé étudiante au Québec inc.*, 2016 QCTMF 54) as **Exhibit P-6**;
15. On February 9, 2022, Marie-Eve Fournier published an article in La Presse titled "*Assurance maladie sur les campus Les étudiants partent en guerre contre l'AMF*", in which Desjardins admits to no longer being able to offer medical and dental insurance to the 300,000 students that were automatically subscribed to its insurance policies by ASEQ, following the AMF's new requirement that enrolment in its group insurance plan no longer be automatic through school invoices, as it appears from **Exhibit P-7**:

Desjardins cessera « à regret » d'offrir l'assurance maladie et dentaire aux **300 000 étudiants** qui fréquentent des cégeps et universités du Québec. **L'Autorité des marchés financiers (AMF) exige désormais que l'adhésion à ce régime collectif ne soit plus automatique par l'entremise de facture scolaire**, ce que la coopérative juge impossible à satisfaire. De leur côté, les associations étudiantes fulminent et promettent de se battre sur tous les fronts contre cette « ingérence » dans leurs affaires.

Certains étudiants ne le savent peut-être pas, mais ils paient chaque session une certaine somme pour avoir accès à un régime d'assurances qui couvre la santé, les soins dentaires et de la vue, ainsi que les voyages, dans certains cas.

...

Au fil des ans, **l'adhésion par défaut** a suscité des plaintes et des critiques, notamment d'étudiants déjà couverts par les assurances de leurs parents. C'est vrai qu'à première vue, l'idée d'assurer des personnes sans leur demander leur avis est discutable. En plus, on peut avoir l'impression – malgré les 85 000 retraits – **que le système complique intentionnellement la vie des étudiants qui ne veulent pas s'assurer en les forçant à se rendre sur le site de l'ASEQ, dans des délais assez réduits.**

Pour l'AMF, c'est clair comme de l'eau de roche : tout cela n'est pas « équitable ». Et « le temps était venu de faire appliquer la *Loi sur les assureurs* » après « des années de discussions » et de recherche de compromis qui n'ont abouti à rien d'acceptable, selon elle.

Exigences impossibles à satisfaire

C'est dans ce contexte que **Desjardins – qui détient environ 95 % du marché de l'assurance collective** étudiante au Québec – a récemment reçu une lettre de l'AMF, ai-je appris. **Le chien de garde des marchés financiers y sommait la coopérative de modifier le mode de perception de la prime afin que l'adhésion soit « volontaire » et que l'étudiant consente à payer la prime « de façon éclairée ».**

...

Devant ces exigences « impossibles à satisfaire », Desjardins a décidé de ne pas renouveler les contrats conclus avec 57 associations étudiantes. Ces contrats resteront toutefois en vigueur jusqu'en août.

...

À l'ASEQ, on a peu d'espoir de trouver un assureur pour prendre le relais. « **Si Desjardins, qui a les reins solides, juge que ce n'est pas viable, il n'y a pas un autre joueur qui va vouloir l'offrir** », dit son porte-parole Marc-André Ross.

...

Pour les 57 associations, le moment est particulièrement mal choisi par l'AMF pour sévir puisque la pandémie a exacerbé les problèmes de santé mentale. **Elles précisent que les réclamations se sont élevées à 5 millions de dollars en 2020-2021.** « Qu'advierait-il si ce filet venait à disparaître en raison de votre excès de zèle ? »

16. Applicant hereby alleges that by confirming that their insurance policies will not be viable if the students have to take a positive action to confirm their acceptance of medical or dental insurance, both Desjardins and ASEQ have admitted that they are well aware that the majority of students do not want to have these insurance policies automatically imposed on them (otherwise Desjardins would be confident that the same number of students would simply accept their insurance offerings when given the choice – as required by law – and similar to when an employee in a company selects which insurance regime, if any, they want from their company);
17. Applicant notes that according to the information reported by Stéphanie Grammond (Exhibit P-3), ASEQ and Desjardins collect **\$50 million** in insurance premiums annually, while the information reported by Marie-Eve Fournier (Exhibit P-7) is that there were only **\$5 million** in claims, leaving a surplus of **\$45 million** annually;
18. Applicant communicates the AMF notice referred to above in Ms. Fournier's article as **Exhibit P-8**, in which the AMF unambiguously states:

Position de l'autorité

...

L'Autorité conclut que le mode de perception de la prime, par l'entremise duquel cette dernière est automatiquement incluse à la

facture émise par l'établissement d'enseignement et qui implique que tout étudiant qui souhaite s'exclure de l'assurance se voit dans l'obligation d'exercer son droit de retrait dans les délais imposés, **ne permet pas d'assurer le traitement équitable du consommateur.**

19. Applicant also communicates a subsequent and related AMF consultation document as **Exhibit P-9**, in which the AMF reemphasizes the following:

La *Loi sur les assureurs*, qui est entrée en vigueur en juin 2019, est par ailleurs venue préciser que, dans le contexte particulier d'un contrat d'assurance collective auquel une personne peut adhérer sans qu'un représentant en assurance certifié n'agisse auprès d'elle au moment de l'adhésion, ce qui est le cas en l'espèce, **l'assureur doit veiller à ce que l'adhérent soit informé des renseignements qui lui sont nécessaires à une prise de décision éclairée et à l'exécution du contrat.**

C'est dans ce contexte et au terme de plusieurs années de démarches que **l'Autorité a exigé, par voie d'instructions émises aux assureurs concernés, qu'à compter de la session d'automne 2022 soient mises en place des mesures additionnelles afin de s'assurer que chaque étudiante et étudiant :**

- **consente de façon éclairée**, au moment opportun et **par une action positive simple**, au paiement d'une prime en contrepartie de son adhésion volontaire au régime d'assurance;
- soit informée ou informé en temps utile, avant ou au plus tard au moment de son adhésion, des renseignements qui lui sont nécessaires à une prise de décision éclairée.

20. On February 9, 2022, a subsequent article was published in *Le Soleil* titled "*Assurances étudiantes: l'AMF fait marche arrière*", communicated as **Exhibit P-10**. It appears that after *La Presse* reported on Desjardins' threat to backout of the insurance plans earlier that same day (Exhibit P-7), the AMF decided to take a different approach and proceed by way of public consultations. Nevertheless, the Defendants conduct was – and still is – illegal:

L'AMF a fait parvenir de nouvelles instructions aux compagnies d'assurance en décembre. **L'organisme réglementaire demande que les étudiants n'aient plus à s'exclure du plan d'assurance s'ils n'en ont pas besoin (opt-out), mais qu'ils y adhèrent de leur plein gré s'il répond à leurs besoins (opt-in).** Des discussions à cet effet se tenaient depuis 2016, notamment en raison de centaines de plaintes reçues annuellement de la part d'étudiants et de leurs parents.

Ils disent qu'ils ne savaient pas qu'ils payaient pour des assurances dont ils n'ont pas besoin. **Nous voulons rendre le processus plus équitable, plus clair et plus transparent. À nos yeux, le mode de perception des primes n'assure pas un traitement équitable.** Les étudiants ne peuvent se retirer que dans des délais imposés et dont la durée est laissée aux associations étudiantes.

...

Selon **Desjardins, qui assure 200 000 étudiants québécois, il est tout simplement impossible de se plier aux souhaits de l'AMF. L'assureur mettra donc fin, dès septembre, à son entente avec l'Alliance pour la santé étudiante au Québec (ASEQ),** le principal fournisseur des régimes de soins de santé et dentaires au Québec et au Canada.

L'AMF se base sur la Loi sur les assurances, qui exige qu'un assuré soit informé pour prendre une décision éclairée, et qu'il dispose d'un délai raisonnable. « Aucun droit d'association n'est menacé. Les assurances collectives demeurent, insiste M. Théberge. **Si le produit est bon, les étudiants vont continuer de le prendre.** Nous n'avons pas d'inquiétudes à ce sujet. »

En théorie, l'AMF pourrait imposer des sanctions de 10 000 \$ par jour aux compagnies qui ne se conformeraient pas à ses instructions. « Nous n'en sommes pas là du tout. On en est à faire une demande qui nous apparaît toute simple. **On a une loi à appliquer », insiste Sylvain Théberge.**

21. In January of 2024, the AMF published its "*Rapport au ministre des Finances*" titled "*Les assurances collectives offertes aux membres d'associations étudiantes*", in which it makes the following conclusions and recommendations, which confirm the Applicant's syllogism as alleged herein since its initial filing, as it appears from the report communicated as **Exhibit P-11** (page 25):

L'Autorité a pris soin d'analyser l'ensemble des réponses obtenues et souhaite que la proposition retenue puisse favoriser les deux objectifs fondamentaux identifiés, soit :

- maintenir l'accessibilité à des produits d'assurance pour la clientèle étudiante;
- **assurer la protection adéquate des étudiantes et étudiants à titre de consommatrices et consommateurs de produits d'assurance.**

...

Considérant les différents éléments mentionnés au sein du présent rapport et souhaitant favoriser une solution pérenne aux différents

enjeux entourant ces Régimes d'assurance, l'Autorité considère qu'il serait dans l'intérêt de l'ensemble des parties prenantes de donner suite aux plus importants consensus se dégageant de la consultation:

- Réviser, en collaboration avec le ministère des Finances, la portée des obligations applicables aux assureurs **en régularisant de manière non équivoque le processus d'adhésion automatique aux Régimes d'assurance offerts aux membres d'associations étudiantes, sous réserve du respect de certaines règles prescrites (par exemple, par voie de modifications législatives, réglementaires ou autres). Ces règles pourraient concerner, entre autres, certaines exigences minimales relatives à la divulgation des informations à l'étudiante ou à l'étudiant et le processus de droit de retrait.**

22. Applicant submits that since the conclusion of the AMF's report is that the current situation must be "*réviser... en régularisant de manière non équivoque le processus d'adhésion automatique aux Régimes d'assurance offerts aux membres d'associations étudiantes*" notably by way of "*modifications législatives, réglementaires ou autres*", it means that the current situation (i.e. the Defendants' *modus operandi* as alleged herein) is not in compliance with the law and therefore unlawful;
23. Applicant submits four (4) main causes of action. *First*, the Defendants never adequately informed the Applicant (or the Class members) that the insurance was **optional** thereby vitiating her consent pursuant to articles 1401 and 1407 CCQ (as stated in Exhibit P-4, "*c'est caché*"). Indeed, insurance contracts are *uberrima fides* contracts where the Defendants should have made it abundantly clear that the medical and dental insurance policies that they **sell** to students are **optional**. This would be achieved by making the insurance an "**opt-in**" regime as opposed to an "**opt-out**" regime;
24. The "opt-out" nature of the Defendants' insurance regime gives rise to a *second* cause of action, which is that – after automatically subscribing all students to, and charging them for, the insurance these students never requested – the Defendants then impose an arbitrary delay to withdraw from the insurance policy which they just subscribed the students to without ever asking;
25. For example, ASEQ ensures that the following information (or similar) is included on their respective universities' websites, Applicant disclosing the example of Université de Montréal as **Exhibit P-12** (<https://www.faecum.qc.ca/services/assurances-aseq>):

Périodes de retraits et changement de couverture du régime :

Si vous ne voulez pas conserver les assurances de l'ASEQ, soumettez une demande de retrait sur le site www.aseq.ca. Les dates limites de

changement de couverture sont :

- le 15 octobre 2022, pour la session d'automne ;
- le 15 février 2023, pour les personnes nouvellement inscrites à la session d'hiver.

* Notez que si vous êtes inscrit ou inscrite au régime d'assurance à la session d'automne, il est impossible de vous retirer à l'hiver.

26. Applicant communicates the FAQ document prepared for students of Dawson College (“**Dawson**”) for 2024-2025 as **Exhibit P-13**, in which ASEQ promotes its services and states:

10. IF I DON'T WANT TO BE COVERED, WILL I BE ABLE TO OPT OUT?

Yes. If you do not wish to be covered by the Plan, a secure online opt-out processing system, available at the beginning of each semester, will allow you to opt out without having to provide proof of alternative coverage.

Students will be able to choose to keep the Plan or opt out partially or entirely.

Please note that you can't opt out of the Plan at this time. The period for eligible students to opt out will be at the start of Fall Semester. Students are responsible for paying their Plan fees before the college's fee payment deadline.

11. AFTER OPTING OUT, WILL I STILL HAVE TO PAY THE PLAN FEE?

The Plan fee will be automatically added to your tuition fees. If you decide to opt out partially or entirely, you'll have to pay your fees in full and later receive a refund from the Plan administrator, Studentcare.

12. WHY DO I HAVE TO OPT OUT IF I DON'T WANT COVERAGE? WHY CAN'T I JUST SIGN UP FOR HEALTH AND DENTAL INSURANCE ON AN INDIVIDUAL BASIS?

Individual insurance plans have always been available for purchase. However, these plans have several drawbacks:

A - They're very expensive—up to 10 times the cost of a student health and dental plan.

B - They discriminate by sex and age.

C - They exclude individuals with pre-existing illnesses (people who need a plan the most).

As a result, **individual health and dental plans aren't a real solution**. Experience shows that only group insurance programs can meet students' health and dental needs **at a reasonable cost**.

A student health and dental plan is a **collective investment** to ensure a minimum standard of health care for the student body.

27. At the time of publishing this document (Exhibit P-13), ASEQ was well aware of the AMF's position and that a class action was pending against it in S.C.M. file no. 500-06-001245-238 for precisely this illegal scheme. And yet ASEQ continued its illegal conduct in order to make even more money forcing insurance upon students who never requested it, and made egregious declarations such as "*individual health and dental plans aren't a real solution*" and that their product is a "*collective investment*". It is absurd to impose an "investment" on students who never wanted to invest in an insurance scheme that profits ASEQ and Desjardins for the most part.
28. The main problem is that the above information is **never** indicated on the students' invoice. Most of the time, students do not even consult their detailed invoice (which must be downloaded separately on their student portals and which does not appear by default); the students just pay the amount actually appearing on the school's portal (which shows a total and not the breakdowns), as it appears, for example, from a screenshot of UdeM's portal **Exhibit P-14** and of Dawson's portal **Exhibit P-15** (the situation is the same for all of the schools served by ASEQ and Desjardins);
29. The other problem is that these deadlines to withdraw from the insurance policy are arbitrarily chosen by the same Defendants who forced the students into having an insurance contract they never asked for and which they (Desjardins and ASEQ) profit from; therefore, Desjardins and ASEQ obviously have a financial interest for the students not to discover this information so they are "prescribed" from "opting-out". Again, this is contrary to the spirit of an insurance contract which requires both parties to act in utmost good faith;
30. *Third*, as provider of the student health and dental plans, ASEQ contracted with Desjardins to automatically insure the plans of hundreds of thousands of students in Quebec (and likely millions over the class period which was suspended due to Covid), without a single one of these students ever providing enlightened consent (because the insurer and the plan is automatically imposed by ASEQ and Desjardins: see *Autorité des marchés financiers c. Alliance pour la santé étudiante au Québec inc.*, 2016 QCTMF 54, par. 38, Exhibit P-6). This is contrary to section 62 of the *Insurers Act*, which stipulates:

<p>62. An authorized insurer must see that the client or the participant, as the case may be, is provided in sufficient time with the information necessary to make an enlightened decision and for contract performance purposes</p> <p>(1) if the insurer deals with the client otherwise than through a firm, independent representative or independent partnership registered for an insurance sector; or</p> <p>(2) if the insurer has underwritten a group insurance of persons contract in which a person may enroll as a participant without interacting with an insurance representative at the time of enrollment.</p> <p>Such information includes</p> <p>(1) the extent of the coverage considered and the exclusions;</p> <p>(2) the time limits, in accordance with the Civil Code, within which a loss must be reported and within which the insurer is required to pay the sums insured or the indemnity provided for; and</p> <p>(3) the information required to communicate to the insurer a complaint to be registered in the complaints register provided for in subparagraph 3 of the second paragraph of section 50, including the time limit within which a complaint must be communicated.</p>	<p>62. Un assureur autorisé doit veiller à ce que le preneur ou, selon le cas, l'adhérent soit informé en temps utile des renseignements qui lui sont nécessaires à une prise de décision éclairée et à l'exécution du contrat, dans chacun des cas suivants:</p> <p>1° lorsqu'il traite avec le preneur autrement que par l'intermédiaire d'un cabinet, d'un représentant autonome ou d'une société autonome inscrits dans une discipline de l'assurance;</p> <p>2° lorsqu'il a souscrit un contrat d'assurance collective de personnes auquel une personne peut adhérer sans qu'un représentant en assurance n'agisse auprès d'elle au moment de l'adhésion.</p> <p>Ces renseignements comprennent notamment:</p> <p>1° l'étendue de la garantie considérée et quelles en sont les exclusions;</p> <p>2° les délais, conformes au Code civil, à l'intérieur desquels un sinistre doit être déclaré ainsi que ceux à l'intérieur desquels l'assureur est tenu de payer les sommes assurées ou l'indemnité prévue;</p> <p>3° l'information nécessaire à la communication à l'assureur d'une plainte devant être consignée au registre des plaintes prévu au paragraphe 3° du deuxième alinéa de l'article 50, y incluant le délai à l'intérieur duquel cette communication doit être faite.</p>
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31. In the present case, it is impossible for Class members to provide enlightened consent or make an enlightened decision for an insurance product they never asked for and which was automatically imposed on them, which Applicant submits is illegal and which the Court has already authorized in SCM no. 500-06-001245-238 (Exhibit P-1);

32. *Fourth*, given that Title II of Quebec's *Consumer Protection Act* (the "**CPA**") applies to

insurance contracts (and that the Superior Court of Quebec has recently ruled that the CPA applies to educational institutions even if they carry out their activities without seeking a profit: see *Bernard c. Collège Charles-Lemoyne de Longueuil inc.*, 2021 QCCS 3083, par. 134-149, as well as Exhibit P-1), the Defendants have violated several provisions of the CPA, including sections 228 and 230a), thereby rendering ss. 253 and/or 272 applicable:

<p>228. No merchant, manufacturer or advertiser may fail to mention an important fact in any representation made to a consumer.</p>	<p>228. Aucun commerçant, fabricant ou publicitaire ne peut, dans une représentation qu'il fait à un consommateur, passer sous silence un fait important.</p>
<p>230. No merchant, manufacturer or advertiser may, by any means whatever, (a) charge any sum whatever for any goods or services that he has sent or rendered to a consumer without the consumer having ordered them;</p>	<p>230. Aucun commerçant, fabricant ou publicitaire ne peut, par quelque moyen que ce soit: a) exiger quelque somme que ce soit pour un bien ou un service qu'il a fait parvenir ou rendu à un consommateur sans que ce dernier ne l'ait demandé;</p>
<p>253. Where a merchant, manufacturer or advertiser makes use of a prohibited practice in case of the sale, lease or construction of an immovable or, in any other case, of a prohibited practice referred to in paragraph a or b of section 220, a, b, c, d, e or g of section 221, d, e or f of section 222, c of section 224 or a or b of section 225, or in section 227, 228, 229, 237 or 239, it is presumed that had the consumer been aware of such practice, he would not have agreed to the contract or would not have paid such a high price.</p>	<p>253. Lorsqu'un commerçant, un fabricant ou un publicitaire se livre en cas de vente, de location ou de construction d'un immeuble à une pratique interdite ou, dans les autres cas, à une pratique interdite visée aux paragraphes a et b de l'article 220, a, b, c, d, e et g de l'article 221, d, e et f de l'article 222, c de l'article 224, a et b de l'article 225 et aux articles 227, 228, 229, 237 et 239, il y a présomption que, si le consommateur avait eu connaissance de cette pratique, il n'aurait pas contracté ou n'aurait pas donné un prix si élevé.</p>
<p>272. If the merchant or the manufacturer fails to fulfil an obligation imposed on him by this Act, by the regulations or by a voluntary undertaking made under section 314 or whose application has been extended by an order under section 315.1, the consumer may demand, as the case may be, subject to the other recourses provided by this Act, ... (c) that his obligations be reduced; (d) that the contract be rescinded;</p>	<p>272. Si le commerçant ou le fabricant manque à une obligation que lui impose la présente loi, un règlement ou un engagement volontaire souscrit en vertu de l'article 314 ou dont l'application a été étendue par un décret pris en vertu de l'article 315.1, le consommateur, sous réserve des autres recours prévus par la présente loi, peut demander, selon le cas: ... c) la réduction de son obligation; d) la résiliation du contrat;</p>

(e) that the contract be set aside; or (f) that the contract be annulled, without prejudice to his claim in damages , in all cases. He may also claim punitive damages .	e) la résolution du contrat; ou f) la nullité du contrat, sans préjudice de sa demande en dommages-intérêts dans tous les cas. Il peut également demander des dommages-intérêts punitifs .
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33. Although the Applicant's contract is with Defendant Dawson College, Applicant hereby alleges that, with respect to the violations of ss. 228 and 230a) CPA, Defendants ASEQ and Desjardins committed the extra-contractual fault of associating themselves with the breach of contract and illegal conduct by Dawson (for ASEQ and Desjardins, it is a fault against honesty to knowingly associate oneself with the breach of contract, as decided by the Supreme Court of Canada and applied by the Courts in the situation of a class action alleging CPA violations: see *Gillich c. Mercedes-Benz West Island*, 2020 QCCS 1582, par. 44-45, and Exhibit P-1). This is consistent with what the AMF essentially concluded in its report (Exhibit P-11, page 25);
34. As alleged above, this unacceptable situation has been going on for years to the detriment of students who are very often vulnerable financially. Applicant is aware that students have filed complaints with the Concordia Student Union ("CSU"), Desjardins, ASEQ and FAÉCUM to no avail. Applicant is also aware of the judgment authorizing the class action on behalf of Concordia and McGill students only and effectively dismissing the request to include all students forced into insurance contracts by ASEQ and Desjardins (Exhibit P-1) and brings this action to: **(1)** ensure that the approximate 300,000 students annually left out by Exhibit P-1 are now included; **(2)** obtain justice for past, present and future students in the province of Quebec; **(3)** obtain an injunction forcing the Defendants to cease perpetuating the illegal practices described herein; **(4)** obtain compensation on an aggregate basis for all Class members; and **(5)** hold the Defendants accountable;
35. Every Class member who was automatically subscribed by ASEQ to Desjardins' medical and/or dental insurance (and who was otherwise forced to "opt-out" or be charged") is entitled to claim and obtain a full refund of the insurance premiums and punitive damages pursuant to section 272 CPA;
36. The damages are the same for every Class member, based on the amount ASEQ caused their respective schools to add on to their tuition invoices for medical and/or dental insurance;

III. PUBLIC DECLARATIONS MADE BY THE DEFENDANTS TO THE MEDIA ABOUT THE LITIGATION AGGRAVATING THE SITUATION

37. The damages are the same for every Class member, based on the amount ASEQ caused their respective schools to add on to their tuition invoices for medical and/or dental insurance;

38. The initial authorization application in SCM no. 500-06-001245-238 was filed on **June 7, 2023**, and on **June 14, 2023**, – even prior to being served – the representatives of the Defendants made public declarations to the media concerning the merits of the case to a journalist from La Presse, as it appears from the article titled “*Assurance maladie sur les campus Une action collective déposée*”, communicated herewith as **Exhibit P-16**;
39. It was obvious that the purpose of these public declarations was an attempt by the Defendants to discredit this class action and to influence the public narrative, without ever addressing the legal issues raised in the lawsuit. For instance, Marc-André Ross, spokesperson of ASEQ, is quoted as follows:

Porte-parole de l’ASEQ, une tierce partie jouant le rôle de courtier entre fournisseurs d’assurances et associations étudiantes, Marc-André Ross a affirmé que l’avocat derrière la demande d’action collective allait « à la pêche avec de la dynamite en s’en prenant à des régimes d’assurance utilisés par des centaines de milliers de personnes ».

L’Autorité des marchés financiers (AMF) aurait assuré à l’ASEQ à plusieurs reprises qu’elle n’allait plus toucher au mécanisme « opt-in » ou « opt-out ». « Ils ont compris que les étudiants aiment beaucoup ces régimes d’assurance et que ces régimes sont très utilisés », a affirmé le porte-parole de l’ASEQ. Selon Marc-André Ross, si le régime devenait « opt-in », il serait discriminatoire puisqu’il se baserait sur des caractéristiques individuelles comme le genre, la nationalité ou le bagage génétique de l’individu.

40. **First**, the reason why these insurance plans are used “*par des centaines de milliers de personnes*” is because they are unlawfully forced into them. **Second**, this case is not about whether “*les étudiants aiment beaucoup ces régimes d’assurance*”, rather whether these students have given enlightened consent to subscribe to such insurance. **Third**, the purpose of this action is **not** to terminate the collective insurance regimes, but to leave it accessible to those students who actually wish to have it by way of an “opt-in”; if Mr. Ross is correct and his plans are indeed loved by hundreds of thousands of students, then there will certainly be no issue with asking these same students to opt-in. **Fourth**, the assertion that asking students to “opt-in” makes the regime “*discriminatoire*” is devoid of any sense or reason. Asking students to opt-in to a collective insurance is in no way whatsoever discriminatory. On this point, Mr. Ross is admitting that the Defendants are well aware that they do not obtain valid consent from a significant portion of students and that the insurance plans may not be as profitable for his organization if such consent is sought by the students. Unfortunately for ASEQ, loss of profits is not yet a recognized means of defense for transgressing the law;
41. Mr. Ross conveniently does not comment on the 2016 AMF judgment referred to above at paragraphs 9 and 10 (2016 QCTMF 54, which was alleged in the original

authorization application and communicated as **Exhibit P-6**), in which the AMF accused ASEQ of paying off certain student associations in exchange for the renewal of their insurance contracts, which further confirms this fact and admission:

[18] Par ailleurs, elle convient, que les manquements sont graves surtout celles d'avoir permis la vente et le conseil de produits d'assurance par une personne non-inscrite conformément à la loi **et le versement de sommes d'argent en contrepartie du renouvellement de polices d'assurance collective de personnes auprès de ces associations étudiantes.**

[19] La procureure de l'Autorité a confirmé que **le montant qui aurait été versé aux associations étudiantes, selon la preuve énoncée dans la demande qui fait l'objet d'admission, serait de l'ordre de 123 000 \$.** Par ailleurs, elle mentionne que l'enquête est toujours en court afin d'établir la provenance de certains versements.

...

[36] Dans un premier temps, le Tribunal considère comme graves les manquements reprochés surtout celui d'avoir effectué le versement de sommes d'argent en contrepartie du renouvellement de polices d'assurance collective de personnes auprès de ces associations étudiantes.

[37] Ceci constituait assurément un incitatif important pour le renouvellement du contrat d'assurance au bénéfice de l'association étudiante pouvant **ainsi mettre en doute le bien-fondé de ce renouvellement. En l'espèce, selon la preuve, 123 000 \$ auraient été versés à ces associations étudiantes.**

[38] Il est à noter que les assurés d'un régime d'assurance collective de personnes sont une clientèle captive malgré que ces derniers puissent y renoncer pour adhérer à une autre assurance du même type, **ceci n'est pas toujours aussi simple.** Il y a des situations où ce n'est pas possible...

...

[43] Malgré qu'on nous ait fait valoir que la contribution monétaire serait faite par la fondation de ce cabinet, dont nous ne connaissons pas les paramètres légaux, **il ne faut pas permettre de faire indirectement ce qui est interdit de faire directement.** Il est difficile de dissocier cet apport financier à l'expectative commerciale d'obtenir la continuité du partenariat d'affaires.

[44] Le Tribunal conçoit qu'il reviendra à l'Autorité de faire une surveillance étroite de ces versements monétaires aux associations étudiantes ou autres clients de ce cabinet, **afin d'assurer la**

protection des consommateurs.

[48] De plus, il est difficile de déterminer si une perte a eu lieu pour les consommateurs. **Les termes du contrat et la couverture de l'assurance collective ont-ils été négociés au seul bénéfice des assurés. Ceci peut créer un doute.** Par ailleurs, l'Autorité ne l'a pas démontré.

42. As for Desjardins, the La Presse article cited its spokesperson, Jean-Benoît Turcotti, as follows (Exhibit P-16):

Desjardins a envoyé par courriel à La Presse une déclaration stipulant que l'assurance collective offerte aux étudiants par l'entremise de leur association étudiante était « **un produit largement utilisé et apprécié des étudiants depuis plus de 25 ans** ». Selon le porte-parole Jean-Benoît Turcotti, les allégations sont « dépourvues de fondement ». « Nous rectifierons les allégations formulées et nous contesterons le recours pour la préservation des droits et avantages des étudiants », a ajouté M. Turcotti.

43. It is reassuring to know that Desjardins is concerned about preserving the students' "droits", which, of course, includes section 62 of the *Insurers Act* (i.e. the right to "make an enlightened decision" for an insurance contract), which Mr. Turcotti completely ignores. Moreover, if the product is as appreciated by the students as Desjardins states, then they should have no qualms about asking students to give their consent (i.e. "opt-in") in advance in order to be in the regime;
44. In their public declarations to La Presse, both ASEQ and Desjardins try to create a *faux débat* as to whether the plans are appreciated by some students, as opposed to addressing the heart of the litigation, which is that many students are automatically subscribed to an insurance that they do not want or even need, and never gave enlightened consent for such insurance contrary to section 62 of the *Insurers Act* and the basic rules of contract formation; This is precisely the illegal conduct that must change according to the conclusions of the AMF's report (Exhibit P-11, page 25);
45. The authorization judgment in SCM no. 500-06-001245-238 referred to the above declarations in authorizing the claim for punitive damages (Exhibit P-1, par. 137);

IV. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION (s. 575 CCP):

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

46. In the Fall of 2024, Applicant was a student at Dawson college (completing her final year);
47. Applicant paid the amounts that Dawson told her were due, as it appears from her payment history for 2024 and 2025, communicated *en liasse* as **Exhibit P-17**;

48. Applicant had no idea whatsoever that she was paying an additional – and optional – amount for health and dental insurance;
49. In fact, up until very recently, Applicant did not even know that she had been subscribed to an insurance, and certainly had no idea that she could have opted-out of paying these optional fees;
50. Applicant never used the insurance;
51. Applicant refers to the FAQ document prepared by ASEQ for Dawson students (**Exhibit P-13**) stating that Dawson students are automatically imposed and charged **\$183.00** annually for health and dental insurance (\$61 in the Fall and \$122 in the Winter);
52. In preparing to file the present action, Applicant spent time trying to locate her tuition statement on her Dawson portal (including in her Dawson emails and on Omnivox) to see the breakdown or even the mention of a fee on account of insurance, but she has not been able to find same (she is aware that other Dawson students tried as well to no avail, and that these other students were also unaware that they were automatically paying for insurance with their tuition fees for 2024-2025);
53. Applicant emphasizes that she never noticed these fees on her invoices (all she saw was a total amount to pay) and certainly never noticed any mention whatsoever that her tuition was comprised of optional fees;
54. Applicant claims a refund of \$183.00;
55. Applicant did not want dental or health insurance but was forced to pay for health and dental insurance because she did not “opt-out” in time which is illegal, in bad faith and contrary to the basic principles of contract acceptance. Unfortunately, not all students are aware that these insurances are optional and many paid the full amount for their entire studies, without ever giving enlightened consent for this insurance coverage;
56. Applicant also expresses her dismay that Desjardins – a private third-party with whom she never agreed or accepted to contract with (**especially given the notorious privacy breach which was made public in June 2019**) has her personal information in its possession, without her consent and in violation of her rights to privacy, *inter alia* under the Quebec *Charter*. The same applies for ASEQ that is a private company whose main reason for existence is to generate profit for its shareholders. Applicant hereby alleges an intentional breach of her constitutionally protected privacy rights by the Defendants;
57. Applicant does not want Desjardins or ASEQ to hold any of her personal information and hereby demands that they destroy it from their systems and physical records within 48 hours of knowledge of the present application;
58. Applicant communicates herewith a copy of the Desjardins insurance policy for 2024, which was located online in preparing to file the present application on August 4, 2025,

as **Exhibit P-18**;

59. In light of the above, Applicant has suffered ascertainable loss as a result of the Defendants' fraudulent practices and failures to comply with the law, notably the amount of \$183.00;
60. Applicant's damages are a direct and proximate result of the Defendants' misconduct;
61. She also claims punitive damages in an amount to be determined pursuant to section 272 CPA and the *Charter* as detailed in the section below;

(i) Applicant's claim for punitive damages (s. 49 of the Charter and s. 272 CPA)

62. There is no doubt that Desjardins and ASEQ are acting intentionally;
63. Indeed, despite being fully aware of the allegations made against them in the class action in SCM no. 500-06-001245-238, Desjardins and ASEQ doubled-down and added Dawson – and its approximate 10,000 students – to their roster;
64. Dawson, together with ASEQ and Desjardins, have participated in the breach of several provisions of the CPA, which allows Class members to claim punitive damages pursuant to s. 272 CPA;
65. This entire situation would be avoided if Desjardins and ASEQ used an "opt-in" regime, but they choose profits before complying with the law and, as such, punitive damages are appropriate;
66. Additionally, despite recently being the subject of one of the biggest privacy scandals in the province's history, Desjardins did not even address a Class member's concerns regarding them having access to their personal information. On April 12, 2024, an article titled "*Bisbille à l'Université de Montréal sur la gestion des assurances étudiantes*" was published in *Le Devoir* highlighting this privacy rights issue in the context of the collective insurance imposed by the Defendants as alleged herein, Applicant disclosing **Exhibit P-19**:

« L'Université avait ainsi indiqué vouloir se conformer à la loi 25, qui est venue moderniser les règles protégeant les renseignements personnels au Québec, **en optant pour une formule « opt-in »**. **Selon ce modèle, seuls les étudiants qui signent une autorisation explicite verront leurs renseignements personnels être communiqués aux assureurs et une cotisation leur être facturée**, afin de leur donner accès à ces assurances collectives. »

67. The Defendants' overall conduct before, during and after the violation is lax, careless, passive and ignorant with respect to privacy rights and to their own obligations;
68. Applicant therefore claims an amount to be determined in punitive damages for: **(i)** their breaches of the CPA; and **(ii)** the violation of the Class members' rights to privacy,

and that the Defendants be condemned, solidarily (as amongst each with ASEQ and Desjardins), to pay this amount pursuant to section 272 CPA and sections 5 and 49 of the Quebec *Charter*. The violations to the Class members' privacy rights are also alleged pursuant to arts. 3, 35 and ff. and 1457 CCQ, as well as *An Act respecting the Protection of Personal and Private Information in the Private Sector*, CQLR c P-39.1, including articles 5, 8, 10, and 14 (Quebec) and sections 5 and ff. and Schedule 1 of *PIPEDA*;

69. It is worth noting that section 5 of Quebec's *An Act respecting the Protection of Personal and Private Information in the Private Sector* stipulates: "Any person collecting personal information to establish a file on another person or to record personal information in such a file may collect only the information necessary for the object of the file. **Such information must be collected by lawful means**";
70. The Defendants did not collect the Applicant's private information lawfully because the Applicant never consented to her personal data being shared with/between ASEQ and Desjardins;
71. The Defendants' reactions and conduct after the violations confirm that their breaches were intentional, including the comments they made publicly to the media on June 14, 2023, even before being served in the first class action file (Exhibit P-16);
72. It also follows that if this Honourable Court concludes that the insurance contracts were concluded in violation of sections 62 or 64 of the *Insurers Act*, then Desjardins did not collect the Applicant's information (and that of all Class members) by lawful means;
73. The patrimonial situations of ASEQ and Desjardins are significant enough that a meaningful amount of punitive damages is appropriate in the circumstances;

B) THE CLAIMS OF THE CLASS MEMBERS RAISE SIMILAR ISSUES:

74. The recourses of the Class members raise identical, similar or related questions of fact or law, namely:
 - a) In the sale of their health, medical and dental insurance policies, do the Defendants act in utmost good faith? Do they act in bad faith?
 - b) Is it legal for the Defendants to automatically subscribe students to health, medical and dental insurance policies? If not, are Class members entitled to the full reimbursement of the amounts paid to the Defendants' benefit?
 - c) If it is legal for the Defendants to automatically subscribe students to health, medical and dental insurance policies, did the Defendants adequately inform the students that the insurance was optional?
 - d) If the Defendants did adequately inform the students that the insurance was optional, can the Defendants impose an arbitrary delay for students to "opt-out" of the insurance policy?

- e) Do the Defendants violate sections 62 or 64 of the *Insurers Act*?
 - f) Did the Defendants violate the privacy rights of the Class members by communicating their private information, without their consent to Desjardins or ASEQ? If so, are Class members entitled to punitive damages under the *Charter*?
 - g) Are Class members entitled to compensatory damages and in what amount?
 - h) Should an injunctive remedy be ordered to prohibit the Defendants from continuing to perpetrate their illegal conduct, as well as their concealment of important facts?
 - i) When does prescription start and how long was prescription suspended for, both by law (art. 2908) and by the declaration of a health emergency due to Covid?
 - j) Are Desjardins and/or ASEQ solidarily liable with each of the schools (each individually with ASEQ and Desjardins) for whom ASEQ provides insurance and for whom Desjardins is the insurer?
 - k) Did the Defendants violate the CPA and, if so, are Class members entitled to compensatory and punitive damages?
 - l) Are Class members entitled to damages for stress, troubles and inconveniences, as well as moral damages? If so, in what amounts?
 - m) Did Defendants ASEQ and/or Desjardins commit the extra-contractual fault of associating themselves with the breach of contract by the schools?
75. Individual questions, if any, pale by comparison to the common questions that are significant to the outcome of the present Application;
76. Applicant submits that all Class members have a common interest both in proving the commission of a prohibited practice by the Defendants and in maximizing the aggregate of the amounts unlawfully charged to them by the Defendants on account of insurance, as well as obtaining injunctive relief to put an end to the illegal practices;
77. In this case, the legal and factual backgrounds at issue are common to all the Class members, namely whether the Defendants can impose a highly constrictive and time-limited opt-out insurance regime on students and those who do not take positive actions to opt-out or cancel;
78. Every Class member paid for an insurance policy which they did not agree to with enlightened consent;
79. By reason of the Defendants' unlawful conduct, the Applicant and Class members have

suffered a prejudice, that are claimed collectively, every time they paid for health, medical and/or dental insurance;

80. In addition to a reimbursement and damages, Applicant and Class members are also entitled to punitive damages pursuant to section 272 CPA and sections 5 and 49 of the Quebec *Charter*;
81. All of the damages to the Class members are a direct and proximate result of the Defendants' faults;
82. The damages sustained by the Class members flow, in each instance, from a common nucleus of operative facts, namely, the Defendants' automatically enrolling students into insurance policies they never consented to, and then sent their private information to Desjardins or another insurance company, again without their knowledge consent;
83. Although the Applicant herself does not have a personal cause of action against, or a legal relationship with, each of the other schools named as Defendants, the Class contains enough members with personal causes of action against each of those institutions and, in any event, ASEQ and Desjardins are solidarily liable with each of them;
84. In the circumstances, requiring a separate class action against each of the CEGEPs and universities based on very similar questions of fact and identical questions of law would be a waste of resources and could result in conflicting judgments;

(i) Situation of Class Member "A" at l'Université de Montréal

85. In addition to the above, and to further demonstrate that the situation is similar for students at other universities, Applicant hereby shares the situation of another Class member "A" ("Mr. A") at l'Université de Montréal;
86. In the Fall 2021, Mr. A was a student at the Université de Montréal's law program (cycles supérieurs) as it appears from a copy of his invoice dated September 3, 2021, communicated as **Exhibit P-20**;
87. As it further appears from this invoice (Exhibit P-20), Mr. A was automatically subscribed to "assurance dentaire" (**\$55.95**) and "assurance médicale" (**\$300.00**);
88. On January 7, 2022, an additional charge of **\$111.90** was placed on Mr. A's UdeM invoice on account of dental insurance, as it appears from **Exhibit P-21**;
89. On September 7, 2022, an additional charge of **\$65.19** was placed on Mr. A's UdeM invoice on account of dental insurance, as it appears from **Exhibit P-22**;
90. On March 1, 2023, an additional charge of **\$138.30** was placed on Mr. A's UdeM invoice on account of dental insurance, as it appears from **Exhibit P-23**;
91. Although the "assurance médicale" does not have an asterisk next to it, Mr. A knew

that he can have it removed from his invoice because he was an international student and qualified for this insurance to be removed (the situation is not the same for the other local Class members on this point who either have no way to know or the information is very difficult to find) although he still had to take a positive action and make the request, including showing that he still meets the international student criteria (i.e. Quebec RAMQ which is subject to a France-Quebec agreement);

92. As for the dental insurance, Mr. A only realized that this insurance was optional in February of 2023. Upon realizing this, he contacted Desjardins and completed their standard form “formulaire de plainte”, as it appears from **Exhibit P-24** (the date is incorrectly indicated as February 17, 2022 and should read 2023);
93. As it appears from his complaint and without referring to any legal provisions, Mr. A complained that: **(1)** he never consented to the dental insurance (section 62 *Insurers Act*); and **(2)** he was never informed that he had an insurance policy (section 64). He further explained that he has absolutely no need for such insurance as he is already covered for these risks elsewhere;
94. In his complaint, Mr. A also expressed his dismay that Desjardins – a private third-party with whom he never agreed or accept to contract with (**especially given the notorious privacy breach which occurred in 2019**) has his personal information in their possession, without his consent and in violation of his rights to privacy, *inter alia* under the Quebec *Charter*. Finally, he referred Desjardins to the AMF’s position on the issue, namely that they must obtain valid consent before selling an insurance policy;
95. Mr. A concluded his complaint seeking the reimbursement of all sums paid corresponding to the dental insurance, which, according to the information provided to him by ASEQ, amounted to \$399.00;
96. On May 17, 2023, Mr. A received a credit of \$65.19 on account of a partial reimbursement of his dental insurance premiums, as it appears from **Exhibit P-25**;
97. In total since September 2021, it appears that Mr. A paid \$311.15 to the UdeM and to Defendants ASEQ and Desjardins or for their benefit on account of dental insurance and which is claimed in this class action from the Defendants solidarily, given that they all took part in these illegal transactions (Mr. A is not sure why ASEQ told him that the total was \$399.00);
98. On May 30, 2023, Desjardins responded to Mr. A’s complaint refusing to reimburse him and completely ignoring the concerns he raised concerning his privacy rights, as if they did not exist, and also referred to the AMF’s “discussions” as it appears from **Exhibit P-26**:

...Vous n’avez pas demandé de vous retirer de cette assurance
AVANT la période prévue à cet effet par votre contrat.

À la lumière de ces informations, nous ne sommes pas en mesure de donner suite à votre demande de remboursement des primes, car

ce volet est administré et déterminé par votre association étudiante et que cela respecte votre contrat.

Cependant, soulignons que les régimes collectifs pour les étudiants font présentement l'objet de discussions entre les associations étudiantes, l'ASEQ, le gouvernement du Québec et l'Autorité des marchés financiers (AMF). L'AMF a publié un document de consultation et souhaite réunir toutes les parties afin d'assurer la protection des étudiants et l'accessibilité de ceux-ci à des produits d'assurance.

...

Ainsi, considérant ce qui précède, **nous n'avons pas identifié de motif concret et raisonnable nous permettant de croire que Desjardins Assurances aurait posé ou omis de poser des gestes qui vous seraient préjudiciables**. Nous procéderons donc à la fermeture de votre dossier de plainte, mais vous invitons à continuer à surveiller les discussions entre l'ASEQ et l'AMF.

99. Mr. A denies certain statements made by Desjardins in Exhibit P-26, including that he supposedly received documentation on August 24, 2021, which he denies receiving;
100. Upon receiving Desjardins' response, Mr. A understood that Desjardins had no qualms about stripping students of their money (indeed Mr. A already had dental insurance through his wife's company's plan and had no use whatsoever for it; even if so, he never agreed to purchase it) and that the only way to obtain a refund for an insurance policy he never asked for, already had, and never used was to take action;
101. Applicant further notes that in Exhibit P-26 Desjardins did indeed understand that it should use larger font (caps lock) when it believes that important information should stand out (the use of the word "AVANT" in caps in the second line above) and invites Desjardins to communicate information about the OPTIONAL insurance policies it imposes on students with, at least, the same emphasis (or include a pop-up so that students can take a positive action to accept the policy and its costs as suggested by the AMF);
102. Mr. A does not want Desjardins to hold any of his personal information and demanded that they destroy it from their systems and physical records within 48 hours, which they ignored for years and continue to ignore;
103. In light of the above, it is clear that Mr. A and all Class Members similarly situated suffered ascertainable loss as a result of the Defendants' fraudulent practices and failures to comply with the law, notably the amount of \$311.15 in the case of Mr. A;
104. Their damages are a direct and proximate result of the Defendants' misconduct;
105. Applicant adds that in the Université de Montréal's "**Rapport annuel de l'ombudsman pour l'exercice 2022-2023**", UdeM Ombudsman Caroline Roy mentions that a

number of students complained and writes the following, which supports the cause of action alleged herein, Applicant disclosing the Report as **Exhibit P-27** (page 33-PDF):

« Jusqu'à récemment, notre bureau a souvent hésité à intervenir dans ce type de dossier puisque la décision de rendre automatique l'adhésion à ces assurances appartient non pas à l'UdeM, mais plutôt aux associations étudiantes et à l'ASEQ. Il n'en demeure pas moins qu'en permettant aux associations étudiantes d'utiliser la facture étudiante pour réclamer les frais associés à ces assurances, il est possible de se questionner sur la responsabilité de l'UdeM quant à ces enjeux. **Il est certainement raisonnable de penser qu'une certaine part de responsabilité incombe à l'UdeM, plus particulièrement concernant l'obligation d'informer adéquatement la population étudiante quant à l'adhésion automatique à ces assurances et au processus de désistement.**

...

Par ailleurs, soulignons que les enjeux soulevés par les étudiantes et étudiants s'étant adressés à nous, plus particulièrement concernant l'adhésion automatique comparativement à l'adhésion volontaire, ont suscité plusieurs prises de position au sein de la société. **Elles l'ont été non seulement au sein de l'UdeM et des autres établissements universitaires,** mais aussi des différentes associations étudiantes à travers le Québec et également par l'ASEQ et l'Autorité des marchés financiers (AMF).

C) THE COMPOSITION OF THE CLASS

106. 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;
107. As mentioned in the La Presse articles cited above, there are several hundreds of thousands of former and current students forming part of the Class. Marc-André Ross, spokesperson of ASEQ, admitted that there are "*des centaines de milliers*" of Class members (Exhibit P-16). These members are very numerous and are dispersed across the province;
108. ASEQ's website provides a list of the schools it "services" (i.e. the students on whom the insurance is automatically imposed). This table provides an estimate of the class size:

School	# students
Université Laval	55,000
Concordia University	50,000
Université de Montréal	45,484
McGill University	40,000

Université du Québec à Montréal	35,204
Université de Sherbrooke	32,259
HEC Montréal	13,472
École de technologie supérieure	11,000
Cégep Ste-Foy	10,900
Collège Ahuntsic	10,700
École Polytechnique	10,220
Dawson College	10,000
Cégep Saint-Jérôme	8,500
Vanier College	8,500
Collège de Maisonneuve	8,000
Université du Québec en Outaouais	7,000
Université du Québec en Abitibi-Témiscamingue	7,000
Cegep du Vieux Montréal	6,900
Université du Québec à Chicoutimi	6,500
Cegep de Sherbrooke	6,000
Cégep St-Jean-sur-Richelieu	3,700
Collège Bois-de-Boulogne	3,225
École nationale d'administration publique	3,000
Bishop's University	2,900
Cégep de Rimouski	2,607
Cegep de Chicoutimi	2,000
Institut de tourisme et d'hôtellerie du Québec	1,956
Cégep de Victoriaville	1,746
École du Barreau	1,400
Cégep Gérard-Griffin	1,200
Cegep de Sorel-Tracy	1,100
Conservatoire de musique et d'art dramatique du Québec	900
Institut national de la recherche scientifique	800
École nationale de théâtre	170
Totals	409,343

109. The names of all persons included in the Class are not known to Applicant, but all are known to the Defendants. Applicant is aware of some Class members who filed formal complaints which were systematically refused by Desjardins, ASEQ, Concordia and UdeM (see, for example, Exhibits P-24 and P-26);
110. 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;
111. In these circumstances, a class action is the only appropriate procedure for all of the

members of the Class to effectively pursue their respective rights and have access to justice without overburdening the court system;

112. As mentioned at paragraphs 5 and 6 above, the Applicant has named all of the schools as defendants because paragraph 145 of the judgment in SCM 500-06-001245-238 effectively obliges it, notably to invoke the CPA;
113. Applicant submits that the situation is the same or very similar for all Class members, regardless of the school, because ASEQ and Desjardins impose their opt-in insurance systemically;
114. Applicant further alleges that each school (own their own) is solidarily liable with ASEQ and Desjardins due to the fact that they include the illegal insurance premiums on the invoices that they issue to students and then collect payments for said amounts that are then remitted entirely (presumably) to Desjardins and/or ASEQ;
115. All of the schools and Defendants impose an arbitrary delay for students to “opt-out” of the insurance policy;
116. Should ASEQ and/or Desjardins not fully refund the premiums unlawfully collected, Applicant intends to modify the present section based on further evidentiary discovery;

D) THE REPRESENTATIVE PLAINTIFF

117. Applicant requests that she be appointed the status of representative plaintiff for the following main reasons:
 - a) She is a member of the Class and has a personal interest in seeking the conclusions that she proposes herein;
 - b) She is competent, in that she has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
 - c) Her interests are not antagonistic to those of other Class members;
118. Additionally, Applicant respectfully adds that:
 - a) She mandated her attorneys to file the present application for the sole purpose of having her rights, as well as the rights of other Class members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of the Defendants’ faults and so that the Defendants can be held accountable;
 - b) She has the time, energy, will and determination to assume all the responsibilities incumbent upon her in order to diligently carry out the action;
 - c) She has reviewed this application and understands the nature of this action;
and

- d) She wishes to obtain a change of the Defendants' business practices (both the forced insurance on students and the illegal collection/distribution of personal information to the insurers/brokers, by way of the injunctive relief sought;

I. DAMAGES

- 119. Applicant estimates that the Defendants have generated aggregate amounts in the hundreds of millions of dollars while intentionally choosing to ignore the laws in Quebec, all the while making a conscious decision to put profits before the law;
- 120. The Defendants must be held accountable for the breach of obligations imposed on them by legislation in Quebec and Canada;
- 121. In light of the foregoing, the following aggregate damages may be claimed, solidarily, by Class members against the Defendants:
 - a) Reimbursement of the full amount of the health, medical and dental insurance premiums imposed by the Defendants and paid by the Class members to the Defendants or for their benefit;
 - b) compensatory damages in an amount to be determined;
 - c) punitive damages in an amount to be determined for the intentional breach of obligations imposed on Defendants pursuant to section 272 CPA and sections 5 and 49 of the Quebec *Charter*; and
 - d) damages for stress, troubles and inconveniences, as well as moral damages in amounts to be determined.

II. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

- 122. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages and/or reimbursement, with injunctive relief;
- 123. The conclusions that the Applicant wishes to introduce by way of an originating application are:
 - 1. **ALLOW** the class action of the Plaintiff and the members of the Class against the Defendants;
 - 2. **ORDER** the Defendants to cease automatically subscribing students to insurances and to cease forcing the "opt-out" method instead of the "opt-in" method;
 - 3. **ORDER** the Defendants to cease sharing the personal information of the Class members to insurance companies without their prior enlightened and express consent;

4. **CONDEMN** each of the Defendants, solidarily (each on their own with ASEQ and Desjardins) to pay the Plaintiff and each Class member compensation equal to the amount paid on account of health, medical and dental insurance;
5. **CONDEMN** each of the Defendants, solidarily (each on their own with ASEQ and Desjardins), to pay the Plaintiff and each Class member compensatory damages for breach of their privacy rights;
6. **CONDEMN** each of the Defendants, solidarily (each on their own with ASEQ and Desjardins), to pay an amount to be determined on account of punitive damages;
7. **CONDEMN** each of the Defendants, solidarily (each on their own with ASEQ and Desjardins), to pay an amount to be determined on account of moral damages and damages for stress, troubles and inconveniences;
8. **CONDEMN** each Defendant, solidarily (each on their own with ASEQ and Desjardins), to pay interest and the additional indemnity on the above sums according to law from the date of service of the *Application to Authorize a Class Action*;
9. **ORDER** that all of the above condemnations be subject to collective recovery;
10. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
11. **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;
12. **CONDEMN** the Defendants, solidarily (each on their own with ASEQ and Desjardins), to bear the costs of the present action including the cost of exhibits, 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;

V. JURISDICTION AND SUSPENSION OF PRESCRIPTION

124. The Applicant requests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal, because she is a consumer and resides in this district;
125. Applicant submits that prescription was suspended for all students on June 7, 2023, when the authorization application in SCM no. 500-06-001245-238 was filed pursuant to article 2908 C.C.Q. (see para. 2 of Exhibit P-1). As such, the class period should start for students whose contracts were made after December 19, 2019. She further adds that prescription was suspended due to Covid and that many students made partial payments for insurance coverage in the Winter 2020 semester (ending in May of 2020, which cannot be segregated (including for the purposes of prescription) from the partial payments they made for the exact same insurance policies in the Fall 2019

semester (if a student does not take positive action to opt-out early in the Fall of 2019 semester, that insurance coverage continues into the Winter 2020 semester and the final payment for that insurance is due in January 2020 (i.e. the month in which the schools send out the invoice for the balance of the payment for said insurance; there is no prescription issue with the January 2020 tuition invoices because of the Covid suspension).

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **AUTHORIZE** the bringing of a class action in the form of an originating application in damages and/or reimbursement and injunctive relief;
2. **APPOINT** the Applicant the status of representative plaintiff of the persons included in the Class herein described as:

All students enrolled or who were enrolled in a CEGEP or university and who were automatically subscribed to a health, medical or dental insurance plan for which they paid the insurance premiums to or for the benefit of the Defendants, and whose insurance contracts were made after December 19, 2019.	Tous les étudiants inscrits ou qui ont été inscrits à un CÉGEP ou à une université et qui ont été automatiquement inscrits à un régime d'assurance santé, médicale ou dentaire pour lesquels ils ont payé les primes d'assurance aux défenderesses ou à leur bénéficiaire, et ce, dont les contrats d'assurance ont été conclus après le 19 décembre 2019.
Excluded from the class are students who only attended Concordia University or McGill University and who are therefore included in the class action authorized in S.C.M. file no. 500-06-001245-238 on July 31, 2025.	Sont exclus du groupe les étudiants qui n'ont fréquenté que l'Université Concordia ou l'Université McGill et qui sont donc inclus dans l'action collective autorisée dans le dossier C.S.M. no. 500-06-001245-238 le 31 juillet 2025.
(hereinafter the " Class " or the " students ")	(ci-après le « Groupe » ou les « étudiants »)

3. **IDENTIFY** the principal questions of fact and law to be treated collectively as the following:
 - a) In the sale of their health, medical and dental insurance policies, do the Defendants act in utmost good faith? Do they act in bad faith?
 - b) Is it legal for the Defendants to automatically subscribe students to health, medical and dental insurance policies? If not, are Class members entitled to the full reimbursement of the amounts paid to the Defendants' benefit?
 - c) If it is legal for the Defendants to automatically subscribe students to health, medical and dental insurance policies, did the Defendants adequately inform the students that the insurance was optional?

- d) If the Defendants did adequately inform the students that the insurance was optional, can the Defendants impose an arbitrary delay for students to “opt-out” of the insurance policy?
 - e) Do the Defendants violate sections 62 or 64 of the *Insurers Act*?
 - f) Did the Defendants violate the privacy rights of the Class members by communicating their private information, without their consent to Desjardins or ASEQ? If so, are Class members entitled to punitive damages under the *Charter*?
 - g) Are Class members entitled to compensatory damages and in what amount?
 - h) Should an injunctive remedy be ordered to prohibit the Defendants from continuing to perpetrate their illegal conduct, as well as their concealment of important facts?
 - i) When does prescription start and how long was prescription suspended for, both by law (art. 2908) and by the declaration of a health emergency due to Covid?
 - j) Are Desjardins and/or ASEQ solidarily liable with each of the schools (each individually with ASEQ and Desjardins) for whom ASEQ provides insurance and for whom Desjardins is the insurer?
 - k) Did the Defendants violate the CPA and, if so, are Class members entitled to compensatory and punitive damages?
 - l) Are Class members entitled to damages for stress, troubles and inconveniences, as well as moral damages? If so, in what amounts?
 - m) Did Defendants ASEQ and/or Desjardins commit the extra-contractual fault of associating themselves with the breach of contract by the schools?
4. **IDENTIFY** the conclusions sought by the class action to be instituted as being the following:
- 1. **ALLOW** the class action of the Plaintiff and the members of the Class against the Defendants;
 - 2. **ORDER** the Defendants to cease automatically subscribing students to insurances and to cease forcing the “opt-out” method instead of the “opt-in” method;
 - 3. **ORDER** the Defendants to cease sharing the personal information of the Class members to insurance companies without their prior enlightened and express consent;

4. **CONDEMN** each of the Defendants, solidarily (each on their own with ASEQ and Desjardins) to pay the Plaintiff and each Class member compensation equal to the amount paid on account of health, medical and dental insurance;
 5. **CONDEMN** each of the Defendants, solidarily (each on their own with ASEQ and Desjardins), to pay the Plaintiff and each Class member compensatory damages for breach of their privacy rights;
 6. **CONDEMN** each of the Defendants, solidarily (each on their own with ASEQ and Desjardins), to pay an amount to be determined on account of punitive damages;
 7. **CONDEMN** each of the Defendants, solidarily (each on their own with ASEQ and Desjardins), to pay an amount to be determined on account of moral damages and damages for stress, troubles and inconveniences;
 8. **CONDEMN** each Defendant, solidarily (each on their own with ASEQ and Desjardins), to pay interest and the additional indemnity on the above sums according to law from the date of service of the *Application to Authorize a Class Action*;
 9. **ORDER** that all of the above condemnations be subject to collective recovery;
 10. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
 11. **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;
 12. **CONDEMN** the Defendants, solidarily (each on their own with ASEQ and Desjardins), to bear the costs of the present action including the cost of exhibits, 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;
5. **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, and **ORDER** the Defendants to pay for said publication costs;
 6. **FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;
 7. **DECLARE** that all Class members that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by law;

8. **THE WHOLE** with costs including publication fees.

Montreal, August 4, 2025

(s) LPC Avocats

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