

C A N A D A

PROVINCE OF QUÉBEC  
DISTRICT OF QUÉBEC CITY

(Class action)  
SUPERIOR COURT

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NO : 200-06-000105-083

**SERGE TREMBLAY**

Petitioner

v.

**LA CAPITALE ASSUREUR DE  
L'ADMINISTRATION PUBLIQUE INC.**  
and  
**LA CAPITALE ASSURANCES ET GESTION DU  
PATRIMOINE INC.**

Respondent.

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## NOTICE TO MEMBERS

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1. **TAKE NOTICE** that the bringing of a class action has been authorized on November 6, 2009 by the Honourable Justice Jean Lemelin of the Superior Court, for the benefit of the persons forming part of the Group hereinafter described, namely :

“All physical persons who are or were covered by group insurance policy number 6000, issued by Respondent (the Insurer<sup>(1)</sup>), and:

- who are or were disabled according to the terms of said policy;
- who were exempt from the premiums according to the terms of said policy;
- and whose exemption from premiums and coverage under the basic medical insurance plan or the supplementary medical insurance plan or the dental-care plan was terminated by the Insurer on the grounds that there was a change in the union affiliation;

the spouses and dependents of these people.

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GAGNÉ LETARTE SENCRL  
AVOCATS

(1) For the purposes of this document, the Insurer is Mutuelle des fonctionnaires du Québec, MFQ VIE corporation d'assurance, La Capitale Assurance MFQ inc., La Capitale Assureur de l'Administration publique inc., La Capitale assurances de personnes inc., La Personnelle Vie corporation d'assurance, La Capitale Insurance and Financial Services Inc. or La Capitale assurances et gestion du patrimoine inc.”

(hereinafter “the Group”).

2. It has been decided that the class action authorized by the said judgment shall be brought in the district of Quebec, and the Honourable Justice Jean Lemelin has been appointed to hear all proceedings pertaining to it.
3. The status of petitioner has been granted to Mr. Bruce Beaver.
4. The main questions of fact and law that will be dealt with collectively are as follows :
  - Once the Insurer has recognized the disability of the members of the Group, can it withdraw their exemption from premiums and their coverage on the pretext that it can simply terminate these benefits unilaterally?
  - Is the exclusion used by the Insurer valid?
  - Has the Insurer violated the provisions of the Civil Code of Québec?
  - If any of these questions is answered in the affirmative, shall the Insurer compensate the members of the Group?
  - Do the members of the Group have the right to the reimbursement of costs for similar coverage?
  - Do the members of the Group have the right to reimbursement for drugs and care that the Insurer should have covered?
  - Do the members of the Group have a right to compensation for mental suffering and inconvenience that are claimed for here?
  - Have the fundamental rights in Section 1 of the Québec Charter of Human Rights and Freedoms been violated?
  - Can the members of the Group claim punitive damages from the Respondents?
  - Has there been intentional interference, in the sense of Section 49(2) of the Charter?
  - Do the members of the Group have the right to the reinstatement of



their coverage by order of the Court?

- The questions of fact and law specific to each member of the Group will be used to determine the quantum of the claim for each member of the Group;
- The nature of the action that Petitioner wishes to institute on behalf of the members of the Group is an action for damages and interest and for a permanent injunction.

5. The conclusions sought with relation to such questions are as follows :

- ORDER the Insurer to pay to each member of the Group the compensatory damages and interest that will be determined according to criteria decided by the Court, all with interest, plus the additional compensation provided by law, starting from the service of the petition for authorization;
- ORDER the Insurer to pay to each member of the Group the amount of \$1,000.00 in compensation for mental suffering for each year in which the coverage was wrongfully withdrawn until the reinstatement of coverage by Insurer, all with interest, plus the additional compensation provided by law, starting from the service of the petition for authorization;
- ORDER the Insurer to pay to each member of the Group the amount of \$1,000.00 in punitive damages and interest for each year in which the coverage was wrongfully withdrawn until the reinstatement of coverage by Insurer, all with interest, plus the additional compensation provided by law, starting from the service of the petition for authorization;
- ORDER the Insurer to reinstate for Petitioner and the members of the Group the insurance coverage and exemption from premiums to which they are entitled, in accordance with criteria decided by the Court, all in compliance with the means provided in R-5 and R-6;
- ORDER the collective recovery of these claims;
- ALL with expenses, including costs of giving notice.

6. Any member of the Group who has not requested his exclusion in the manner hereinafter indicated will be bound by any judgment to be rendered on the class action.

7. The date after which a member can no longer request his exclusion without special permission has been set to the February 6, 2010.



8. A member who has not already brought a suit in his own name, may request his exclusion from the Group by advising the Clerk of the Superior Court of the district of Quebec by registered or certified mail, before the expiry of the delay for exclusion.
9. Any member of the Group who has brought a suit which the final judgment of the class action would decide, is deemed to have requested his exclusion from the Group if he does not, before the expiry of the delay for exclusion the February 6, 2010, discontinue such suit.
10. A member of the Group other than the representative or an intervening party cannot be condemned to pay the costs of the class action.
11. The Court may permit a member to intervene in the class action if it considers such intervention useful to the Group. An intervening member may be bound to submit to examination on discovery or a medical examination, or both, at the request of the respondent. A member who does not intervene in the class action can only be required to submit to an examination on discovery or a medical examination if the Court considers it useful.
12. It is advised to the members who do not wish to exclude themselves from the Group to communicate to the attorneys of the Petitioner their supporting documents for their damages if the class action was to be granted in full or in part.
13. The main proceedings or decisions related to the class action can be viewed on the Group and Petitioner's attorneys' website at [www.gagneletarte.qc.ca](http://www.gagneletarte.qc.ca) and, for more information; you can communicate with Me Pierre-Luc Thibault by phone at 418-522-7900 or by email at [plthibault@gagneletarte.qc.ca](mailto:plthibault@gagneletarte.qc.ca).
14. This notice was approved by the Superior Court of the district of Quebec.

**ATTORNEYS OF THE GROUP, THE MEMBERS AND THE PETITIONERS:**

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