

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

500-06-001063-201

SUPERIOR COURT
(Class Action)

9311408 CANADA INC. a company incorporated under the laws of the Province of Canada and headquartered at 3612 Poirier Blvd Saint Laurent (Québec), H4R 2J5

Applicants

-vs-

AVIVA INSURANCE COMPANY OF CANADA, a company incorporated pursuant to the laws of Canada, headquartered at 100-10 Aviva Way, Markham Ontario L6G 0G1

and

AVIVA GENERAL INSURANCE COMPANY, a company incorporated pursuant to the laws of Canada, headquartered at 100-10 Aviva Way, Markham Ontario L6G 0G1

and

CO-OPERATORS GENERAL INSURANCE COMPANY, a company incorporated pursuant to the laws of Canada, headquartered at 130 MacDonnel Street, Priory Square, Guelph, Ontario, N1H 6P8

and

DESJARDINS GROUPE D'ASSURANCES GÉNÉRALES INC., a company incorporated pursuant to the laws of Canada, headquartered at 6300 BOUL. Guillaume-Couture Lévis Québec G6V6P9 Canada

and

ECONOMICAL, COMPAGNIE MUTUELLE D'ASSURANCE a company incorporated pursuant

to the laws of Canada, headquartered at 111, Westmount Road S. PO BOX 2000, Waterloo (Ontario) N2J4S4

and

FEDERATED INSURANCE COMPANY OF CANADA, a company incorporated pursuant to the laws of Canada, headquartered at 255 Commerce Drive, Winnipeg, Manitoba, R3P 1B3

and

LA PERSONNELLE ASSURANCES GÉNÉRALES INC, a company incorporated pursuant to the laws of Canada, headquartered at 6300 Guillaume-Couture Boulevard, Lévis. Québec G6V 6P9

and

LA PERSONNELLE, COMPAGNIE D'ASSURANCES, a company incorporated pursuant to the laws of Canada, headquartered at 6300 Guillaume-Couture Boulevard, Lévis. Québec G6V 6P9

And

LLOYD'S UNDERWRITERS, a company chartered according to the laws of the United Kingdom, headquartered at One Lime Street, London, EC3M 7HA, Royaume-Uni

And

NORTHBRIDGE GENERAL INSURANCE CORPORATION, a company incorporated pursuant to the laws of Canada, headquartered at 105 Adelaide Street West, Toronto, Ontario, M5H 1P9

and

PROMUTUEL BAGOT, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE, a

company incorporated pursuant to the laws of Quebec, headquartered at 1840, RANG SAINT-ÉDOUARD, SAINT-LIBOIRE QC J0H 1R0

and

PROMUTUEL BOIS-FRANCS, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE, a company incorporated pursuant to the laws of Quebec, headquartered at 1400, RUE NOTRE-DAME EST, VICTORIAVILLE QC G6P 0B4

and

PROMUTUEL BORÉALE, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE, a company incorporated pursuant to the laws of Quebec, headquartered at 282, 1RE AV E, AMOS QC J9T 1H3

and

PROMUTUEL CENTRE-SUD, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE, a company incorporated pursuant to the laws of Quebec, headquartered at 3077, BOUL DE PORTLAND, SHERBROOKE QC J1L 2Y7

and

PROMUTUEL CHAUDIÈRE-APPALACHES, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE, a company incorporated pursuant to the laws of Quebec, headquartered at 126, RUE OLIVIER, LAURIER-STATION QC , G0S 1N0

and

PROMUTUEL DE L'ESTUAIRE, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE, a company incorporated pursuant to the laws of Quebec, headquartered at 149, RUE SAINT-GERMAIN EST, RIMOUSKI QC G5L 1A9

and

**PROMUTUEL DEUX-MONTAGNES,
SOCIÉTÉ MUTUELLE D'ASSURANCE
GÉNÉRALE**, a company incorporated pursuant to
the laws of Quebec, headquartered at 200, RUE
DUBOIS, SAINT-EUSTACHE QC J7P 4W9

and

**PROMUTUEL DU LAC AU FLEUVE,
SOCIÉTÉ MUTUELLE D'ASSURANCE
GÉNÉRALE**, a company incorporated pursuant to
the laws of Quebec, headquartered at 951, BOUL
MONSEIGNEUR-DE LAVAL, BAIE-SAINT-
PAUL QC , G3Z 2W3

and

**PROMUTUEL LANAUDIÈRE, SOCIÉTÉ
MUTUELLE D'ASSURANCE GÉNÉRALE**, a
company incorporated pursuant to the laws of
Quebec, headquartered at 4100 - 1075, BOUL
FIRESTONE, JOLIETTE QC J6E 6X6

and

**PROMUTUEL MONTMAGNY-L'ISLET,
SOCIÉTÉ MUTUELLE D'ASSURANCE
GÉNÉRALE**, a company incorporated pursuant to
the laws of Quebec, headquartered at 124,
BOULEVARD TACHÉ O, C.P. 355,
MONTMAGNY QC G5V 3S7

and

**PROMUTUEL PORTNEUF-CHAMPLAIN,
SOCIÉTÉ MUTUELLE D'ASSURANCE
GÉNÉRALE**, a company incorporated pursuant to
the laws of Quebec, headquartered at 257, BOUL
DU CENTENAIRE, SAINT-BASILE QC G0A 3G0

and

**PROMUTUEL RIVE-SUD, SOCIÉTÉ
MUTUELLE D'ASSURANCE GÉNÉRALE**, a
company incorporated pursuant to the laws of

Quebec, headquartered at 340, RUE PRINCIPALE,
SAINT-GERVAIS QC G0R 3C0

and

**PROMUTUEL VALLÉE DE L'OUTAOUAIS,
SOCIÉTÉ MUTUELLE D'ASSURANCE
GÉNÉRALE**, a company incorporated pursuant to
the laws of Quebec, headquartered at 1400, BOUL
GRÉBER, GATINEAU QC J8R 0E1

and

**PROMUTUEL VALLÉE DU ST-LAURENT,
SOCIÉTÉ MUTUELLE D'ASSURANCE
GÉNÉRALE**, a company incorporated pursuant to
the laws of Quebec, headquartered at 48, BOUL
TASCHEREAU, LA PRAIRIE QC J5R 6C1

and

**PROMUTUEL VAUDREUIL-SOULANGES,
SOCIÉTÉ MUTUELLE D'ASSURANCE
GÉNÉRALE**, a company incorporated pursuant to
the laws of Quebec, headquartered at 465, AV
SAINT-CHARLES, VAUDREUIL-DORION QC ,
J7V 2N4

and

**PROMUTUEL VERCHÈRES - LES FORGES,
SOCIÉTÉ MUTUELLE D'ASSURANCE
GÉNÉRALE**, a company incorporated pursuant to
the laws of Quebec, headquartered at 300, RTE
MARIE-VICTORIN, BAIE-DU-FEBVRE QC

and

**ROYAL & SUN ALLIANCE DU CANADA,
SOCIÉTÉ D'ASSURANCES** a company
incorporated pursuant to the laws of Canada situated
at 800-18 ST York Toronto Ontario M5J2T8 Canada

and

THE WAWANESA MUTUAL INSURANCE COMPANY, a company incorporated pursuant to the laws of Canada headquartered at 191 Broadway, Winnipeg, Manitoba, R3C 3P1

and

WYNWARD INSURANCE GROUP, a company incorporated pursuant to the laws of Canada, headquartered at 1240, ONE LOMBARD PLACE WINNIPEG MB R3B 0V9

Defendants

**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO APPOINT A REPRESENTATIVE PLAINTIFF
(Art. 574 C.C.P. and following)**

TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT OF QUEBEC, SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE APPLICANTS STATE THE FOLLOWING:

GENERAL PRESENTATION

1. The Applicants wish to institute a class action on behalf of all businesses (except dentists and dental offices) in the Province of Quebec who, as of March 16, 2020, were subject to a contract of insurance with one or more of the Defendants that included “business interruption” or “operating loss” coverage (the “Class” or “Class Members”);

The Defendants

2. The Defendants Aviva Insurance Company of Canada and Aviva General Insurance Company (collectively, “Aviva”) are corporations organized under the laws of Canada, having their headquarters in Toronto, Ontario and a principle place of business in Québec at 630, boul René-Levesque Ouest, Suite 900, Montréal, Québec, H3B 1S6, as shown in the extracts from the

register maintained by the *Autorité des marchés financiers* (“AMF”) communicated herewith as **Exhibit P-1** and **Exhibit P-2** respectively;

3. The Defendant Co-Operators General Insurance Company (“**Co-Operators**”) is a corporation organized under the laws of Canada, having its headquarters in Guelph, Ontario and a principle place of business in Québec at 360, rue Saint-Jacques, Suite 1100, Montréal, Québec, H2Y 1P5, as shown in the extract from the register maintained by the AMF communicated herewith as **Exhibit P-3**;
4. The Defendant Desjardins Groupe d’Assurances Générales (“**Desjardins Assurances**”) is a corporation organized under the laws of Canada with its headquarters in Lévis, Québec as shown in the extract from the register maintained by the AMF communicated herewith as
5. The Defendant Economical, Compagnie Mutuelle d’Assurance (“**Economical**”) is a corporation organized under the laws of Canada with its headquarters in Waterloo, Ontario and a principle place of business in Québec at 1 Place Ville Marie, Montréal, Québec, H3B 2B2, as shown in the extract from the register maintained by the AMF communicated herewith as **Exhibit P-5**;
6. The Defendant Federated Insurance Company of Canada (“**Federated**”) is a corporation organized under the laws of Canada with its headquarters in Winnipeg, Manitoba and a principle place of business in Québec at 3100 boul le Carrefour, Bureau 660, Laval, Québec, H7T 2K7, as shown in the extract from the register maintained by the AMF communicated herewith as **Exhibit P-6**;
7. The Defendants La Personnelle Assurances Générales and La Personnelle, Compagnie D’Assurances (“**Personnelle**”) are corporations organized under the laws of Canada with their headquarters in Lévis, Québec as it appears on the extract from register maintained by the AMF communicated herewith as **Exhibit P-7** and **Exhibit P-8** respectively;
8. The Defendant Lloyd’s Underwriters (“**Lloyd’s**”) is a corporation chartered pursuant to the laws of the United Kingdom with its headquarters in London, England and a principle place of

business in Québec at 1155 rue Metcalfe, Bureau 2220, Montréal, Québec, H3B 2V6, as it appears on the extract from register maintained by the AMF communicated herewith as **Exhibit P-9**;

9. The Defendant Northbridge General Insurance Corporation (“**Northbridge**”) is a corporation organized under the laws of Canada with its headquarters in Toronto, Ontario and a principle place of business in Québec at 1000 rue de la Gauchetière Ouest, Bureau 400, Montréal, Québec, H3B 4W5, as it appears on the extract from register maintained by the AMF communicated herewith as **Exhibit P-10**;
10. The “**Promutuel Defendants**” are each corporations organized under the laws of Québec and headquartered in Québec at the locations specified below, as indicated in the extracts from the registrar maintained by the AMF communicated herewith as follows:

Defendant	Head Office	Exhibit
PROMUTUEL BAGOT, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE	1840, RANG SAINT-ÉDOUARD SAINT-LIBOIRE QC J0H 1R0	P-11
PROMUTUEL BOIS-FRANCS, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE	1400, RUE NOTRE-DAME EST VICTORIAVILLE QC G6P 0B4	P-12
PROMUTUEL BORÉALE, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE	282, 1RE AV E AMOS QC J9T 1H3	P-13
PROMUTUEL CENTRE-SUD, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE	3077, BOUL DE PORTLAND SHERBROOKE QC J1L 2Y7	P-14
PROMUTUEL CHAUDIÈRE-APPALACHES, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE	126, RUE OLIVIER LAURIER-STATION QC G0S 1N0	P-15
PROMUTUEL DE L'ESTUAIRE, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE	149, RUE SAINT-GERMAIN EST RIMOUSKI QC G5L 1A9	P-16
PROMUTUEL DEUX-MONTAGNES, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE	200, RUE DUBOIS SAINT-EUSTACHE QC J7P 4W9	P-17
PROMUTUEL DU LAC AU FLEUVE, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE	951, BOUL MONSEIGNEUR-DE LAVAL BAIE-SAINT-PAUL QC G3Z 2W3	P-18

PROMUTUEL LANAUDIÈRE, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE	4100 - 1075, BOUL FIRESTONE JOLIETTE QC J6E 6X6	P-19
PROMUTUEL MONTMAGNY- L'ISLET, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE	124, BOULEVARD TACHÉ O C.P. 355 MONTMAGNY QC G5V 3S7	P-20
PROMUTUEL PORTNEUF- CHAMPLAIN, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE	257, BOUL DU CENTENAIRE SAINT-BASILE QC G0A 3G0	P-21
PROMUTUEL RIVE-SUD, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE	340, RUE PRINCIPALE SAINT-GERVAIS QC G0R 3C0	P-22
PROMUTUEL VALLÉE DE L'OUTAOUAIS, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE	1400, BOUL GRÉBER GATINEAU QC J8R 0E1	P-23
PROMUTUEL VALLÉE DU ST- LAURENT, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE	48, BOUL TASCHEREAU LA PRAIRIE QC J5R 6C1	P-24
PROMUTUEL VAUDREUIL- SOULANGES, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE	465, AV SAINT-CHARLES VAUDREUIL-DORION QC J7V 2N4	P-25
PROMUTUEL VERCHÈRES - LES FORGES, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE	300, RTE MARIE-VICTORIN BAIE-DU-FEBVRE QC J0G 1A0	P-26

11. The Defendant Royal & Sun Alliance du Canada, Société d'Assurances (“**RSA**”) is a corporation organized under the laws of Canada with its headquarters in Toronto, Ontario and a principle place of business in Québec at 2475 boul. Laurier, Québec, Québec, G1T 1C4, as it appears on the extract from register maintained by the AMF communicated herewith as **Exhibit P-27**;
12. The Defendant The Wawanesa Mutual Insurance Company (“**Wawanesa**”) is a corporation organized under the laws of Canada with its headquarters in Winnipeg, Manitoba and a principle place of business in Québec at 8565 boul. Décarie, Montréal, Québec, H4P 2J4, as it appears on the extract from register maintained by the AMF communicated herewith as **Exhibit P-28**;

13. The Defendant Wynward Insurance Group (“**Wynward**”), is a corporation organized under the laws of Canada with its headquarters in Winnipeg, Manitoba, as it appears on the extract from register maintained by the AMF communicated herewith as **Exhibit P-29**;
14. The Defendants are each authorized to engage in and carry on the business of insurance in Canada to indemnify other persons against loss or liability in respect of risks or perils to which the object of the insurance may be exposed, or to pay a sum of money or other thing of value upon the happening of certain events. The Defendants are authorized insurers who undertake or effect, or agree, or offer for valuable consideration to undertake or effect, contracts of insurance through a variety of different insurance products, including commercial insurance and business interruption policies (“**Business of Insurance**”);
15. The Defendants are each independent entities, but in respect of the claims asserted in this proceeding, have acted collectively and in concert;

General Facts

Business Interruption due to COVID-19

16. Business Interruption Insurance, also known as, *inter alia*, Operating Loss Coverage, hereinafter “**BII**”, permits a business or business owner to collect, from the insurer, income that the business would have expected to generate were it not for the intervention of an unexpected event (“**BI Coverage**”);
17. On about December 31, 2019, the World Health Organization (“**WHO**”) was alerted to several cases of pneumonia in Wuhan, China. On about January 7, 2020 China confirmed the cases were attributed to COVID-19;
18. On about January 15, 2020 the Public Health Agency of Canada activated the Emergency Operation Centre to support Canada’s response to COVID-19. On January 25, 2020, Canada confirmed its first case of COVID-19 infection;
19. On about January 26, 2020, Canada’s Chief Public Health Officer (“**CPHO**”) stated that the risk of future infection of COVID-19 is low, and that public health protocols were working.

On January 30, 2020 the WHO declared the outbreak of COVID-19 a public health event of international concern. On January 31, 2020, Canada's Minister of Health, Patty Hajdu, stated that Canada is not ready to declare a national emergency over the coronavirus outbreak and that current evidence did not justify such a declaration. On about January 31, 2020, Prime Minister Justin Trudeau held that Canadians remain at low risk of contracting COVID-19;

20. On about March 6, 2020, the CPHO stated that most COVID-19 cases in Canada have been mild, and that Canada is well-equipped to deal with the outbreak. On about March 11, 2020 the WHO published the WHO Director-General's opening remarks at the media briefing on COVID-19. Such publication *inter alia* stated, "We have therefore made the assessment that COVID-19 can be characterized as a pandemic ... We have never before seen a pandemic sparked by a coronavirus. This is the first pandemic caused by a coronavirus.";
21. On March 11, 2020, Canada's Minister of Health, Patty Hajdu, officially stated that declaration of a global COVID-19 pandemic does not change Canada's approach to fighting the virus;
22. On March 13, 2020, the Canadian Minister of Finance, Governor of the Bank of Canada, and the Canadian Superintendent of Financial Institutions outlined a coordinated package of measures to support the functioning of markets, the resilience of our financial sector, and continued access to financing for Canadian businesses;
23. On March 18, 2020 the Canadian government and its partners announced further measures to support businesses. These actions are part of Canada's whole-of-government response to COVID-19, and the significant stimulus program developed to stabilize Canada's economy, support businesses and to protect Canadians;
24. On March 24, 2020, the Government of Québec ordered that all non-essential businesses be shut;
25. At all material times the notion of a "pandemic" constituted a public health issue. At all material times issues of public health resorted within the exclusive authority of the federal government of Canada;

26. At no material time has the Government of Canada declared a national emergency pursuant to *Emergencies Act*, RSC 1985, c 22 (4th Supp);
27. At no material time has the Government of Canada declared the outbreak of COVID-19 a pandemic;
28. Canada has been a member or associate member of the WHO since about August 29, 1946. Canada become a party to the Constitution of the World Health Organization (“WHO Constitution”) or was admitted to associate membership on such date;
29. At no material time:
- a) did the WHO have binding authority over the Government of Canada;
 - b) did the WHO’s declaration of COVID-19 constitute a declaration with binding power over Canada;
 - c) did the WHO’s authority over Canada extended, pursuant to WHO Constitution, Article 23, go beyond making recommendations;
 - d) was the WHO’s declaration of COVID-19, and any recommendation pursuant to such declaration, similarly declared by Canada as a pandemic;
30. Pursuant to Canada’s federal authority over public health, the *Quarantine Act*, SC 2005, c 20, s 2 defines “communicable disease” as a human disease that is caused by an infectious agent or a biological toxin and poses a risk of significant harm to public health, or a disease listed in the schedule, and includes an infectious agent that causes a communicable disease;
31. As of yet, the Minister of Health has neither established quarantine stations pursuant to the *Quarantine Act*, s 6 nor designated quarantine facilities pursuant to the *Quarantine Act*, s 7. Any orders issued by Canada with regards to isolation or self-isolation do not fall within the ambit of said sections;
32. Insofar as Canada recognizes a risk, reporting to quarantine officers currently occur pursuant to the *Quarantine Act*, s 25(1). Pursuant to said section, such measures does not pose an immediate risk of significant harm to public health;

33. At no material time did COVID-19 constitute a “pandemic” that could or should exclude liability of the Defendants for the Claims;
34. Due to COVID-19, provinces and municipalities in Canada have ordered mandatory business closures or imposed operating restrictions that effectively closed or significantly limited the operating potential of Class Members and their businesses. These limitations became apparent on March 16, 2020 and acute on March 24, 2020 with the closure orders;
35. However, Business Interruptions and damage flowing from the Business Interruptions accrued to the Class even prior to the enactment, and even without the enactment, of forced closure orders. For example:
- a) in many jurisdictions gatherings of 10 or more (or fewer) people were restricted, making operation of many businesses, including dentists with waiting rooms, practically impossible, or at a minimum significantly reduced, and will for the foreseeable future significantly reduce, the number of appointments that could be scheduled;
 - b) many Class Members closed or significantly reduced the operation of their business, exercising reasonable restraint and caution to protect the health and safety of their staff and customers and minimize exposure to potential third-party liability claims;
36. In the context of this claim, the relevant “**Business Interruptions**” are those occasioned as a direct or indirect result of the COVID-19 pandemic, and include:
- a) Loss of revenue occasioned by a decrease or elimination of customers by virtue of social distancing advisories issued by public health authorities;
 - b) Loss of revenue occasioned by federal, provincial, and municipal orders restricting the operation of or entirely closing businesses;
 - c) Loss of revenue occasioned by federal, provincial, and municipal orders effectively rendering business premises that provide public-facing services uninhabitable by the public;
 - d) Loss of revenue occasioned by federal, provincial, and municipal orders that limit the size of gatherings at business premises, or completely deny public attendance at a business premise;

- e) Loss of revenue occasioned by federal, provincial, municipal, or public health authority orders or advisories requiring changes to the provision of business services (the “**Business Service Changes**”) that cannot be made by a business for reasons that include:
 - (i) the business or business premises do not allow for the Business Service Changes;
 - (ii) the unavailability of other business services or third parties to effect requisite Business Service Changes;
 - (iii) the costs of other business services or third parties to effect requisite Business Service Changes;
 - (iv) the inability to attain requisite insurance coverage for the Business Service Changes;
 - (v) the inability of other business services or third parties who would assist in effecting Business Service Changes in attaining requisite insurance coverage;
 - (vi) the unavailability or unreasonable cost of attaining requisite insurance coverage for the Business Service Changes; and
 - (vii) the property damage or additional property damage that would result by effecting particular Business Service Changes;
- f) Loss of revenue occasioned by the presence of COVID-19 at the business premises;
- g) Loss of revenue occasioned by the release or discharge of COVID-19 at the business premises;
- h) Loss of revenue occasioned by the presence of COVID-19 at the business premises;
- i) Loss of revenue occasioned by the continuous presence of COVID-19 at the business premises;
- j) Loss of revenue occasioned by physical damage to the premises occasioned by the presence, release, discharge of COVID-19 at the business premises;
- k) Loss of revenue occasioned by the presence, release, discharge of COVID-19 at the business premises and the resultant physical damage to said business premises; or
- l) Loss of revenue occasioned by the costs of addressing physical damage to business premises due to the presence, release, discharge of COVID-19 at the business premises which includes:
 - (i) costs to dissipate, remove, or address COVID-19 to make the business premises safe for occupancy, or to allow for the continuation of business operations in the

context of federal, provincial, municipal, or public health authority orders or advisories;

- (ii) costs due to requisite Business Service Changes in the context of COVID-19 presence at the business premises and pursuant to federal, provincial, municipal, or public health authority orders or advisories; or
- (iii) costs of the incapacitation of the business services due to COVID-19 at the business premises;

37. **“COVID-19 Impacts”** of business premises includes:

- a) any COVID-19 related federal, provincial, municipal, or public health authority orders or advisories, or information provided with respect to said orders or advisories that, affects the function of the business premises;
- b) any COVID-19 related federal, provincial, municipal, or public health authority orders or advisories, or information provided with respect to said orders or advisories that, require Business Service Changes for the continuation of business services at the subject business premises;
- c) any incapacitation of a business to operate at the business premises due to any COVID-19 related federal, provincial, municipal, or public health authority orders or advisories, or information provided with respect to said orders or advisories;

38. Business Interruptions experienced by the Class include COVID-19 Impacts;

39. COVID-19 Impacts includes physical loss of, or damage to, business premises, such as:

- a) temporary and non-structural damage, including the rendering of physical property unsafe;
- b) damages to, or the loss of function of services required for continued business operations at the business premises due to federal, provincial, municipal, or public health authority orders or advisories, or information provided with respect to said orders or advisories;
- c) damages from COVID-19 related federal, provincial, municipal, or public health authority orders or advisories, or information provided with respect to said orders or advisories that, require the use of special equipment for visitation to, or occupancy of the business premises;

- d) damages from COVID-19 related federal, provincial, municipal, or public health authority orders or advisories, or information provided with respect to said orders or advisories that, limit human occupancy of the business premises; or
- e) damages from COVID-19 related federal, provincial, municipal, or public health authority orders or advisories, or information provided with respect to said orders or advisories that, deem business premises unfit for continued or future use or unfit for human occupancy;

The Products: Contracts of Insurance

- 40. The Class Members entered into respective contracts of insurance with the Defendants, pursuant to which the Defendants, as the respective insurers, agreed with Class Members, as the respective insured, in consideration of a payment or series of payments ("**Premium**"), to pay to Class Members sums of money conditionally on the happening of uncertain events which as contemplated will or may cause loss or expense to Class Members;
- 41. Such insurance agreements, hereinafter referred to as "**Products**", were at all material times valid and enforceable;
- 42. The Defendants derived revenues from the collection of Premiums from Class Members;
- 43. At all material times the intention of the Class Members and Defendants was for the Products to constitute mechanisms for spreading risk of loss, and to spread risk for Class Members who, as policyholders, pay Premiums for coverage;
- 44. The Products, while not identical in the pertinent terms regarding BIA, have in common that:
 - a) The Defendants promise to pay Class Members if Class Members suffer losses insured by the Product to an amount not greater than the value of the loss;
 - b) The Defendants have a right of subrogation against a party at fault upon indemnification under the Products;
 - c) The Defendants have a right of contribution from other insurers which might have provided insurance for the loss;
 - d) Class Members have insurable interests in the subject matter of the Products;

- e) A mutual obligation to act in utmost good faith exists between the Class Members and Defendants, and such relationship was not a regular commercial one, in that:
- (i) The Defendants must deal with Class Members openly, honestly, and without unreasonable delay;
 - (ii) The duty applies both to the manner in which the Defendants investigate and assess Claims and to the decision of whether or not to pay Claims;
 - (iii) When deciding whether to refuse payment, Defendants must assess the Claim's merits in a balanced and reasonable manner, and not deny coverage or delay payment in order to take advantage of the Class Members' economic vulnerability or gain bargaining leverage in negotiating a settlement;
 - (iv) The Defendants' decisions to refuse payment should be based on a reasonable interpretation of the common but not necessarily identical obligations under the Products;
45. At all material times Class Members complied with the terms and conditions applicable to the Products;
46. At all material times, the Products allowed the Class to make claims pursuant to Business Interruptions;
- Conduct of the Defendants**
47. At all material times the Defendants represented to Class Members that:
- a) they would perform pursuant to the Products; and
 - b) they would indemnify Class Members but for frustration;
- (the “**Representations**”);
48. The Defendants owed a duty of care to the Class to provide accurate information about the Products;
49. The Representations were systemically by the Defendants and commonly by the Defendants, false, misleading, and deceptive;

50. The Defendants either knew the Representations were false, misleading and deceptive or were reckless as to whether or not they were true, misleading, or deceptive;
51. In the alternative, if any of the Defendants did not directly make the Representations, they are jointly and severally liable for damage caused by the Representations made by their agents;
52. The Defendants were aware, or ought to have been aware, that they were engaging in the Business of Insurance and non-excluded coverage, without frustration, justified indemnification pursuant to the Products;
53. The Defendants acted in concert, by agreement or common design, to decline coverage of Business Interruptions caused by COVID-19. The Defendants' acts were directed towards Class Members; the Defendants knew or should have known that injury to Class Members was likely to occur from these acts; and the Defendant's conduct in furtherance of their actions caused harm to the Class, including the loss of monies used to pay for the Products, which were reliable, government regulated and secure insurance products and which were excessively priced;
54. The Defendants' agents, directors, employees, and officers authorized, ordered, and executed these overt acts while engaged in the ordinary control, direction, management, and transaction of their businesses;
55. The specifics of the Representations may be judged collectively. The specifics of the Representations need not be considered individually or in relation to individual Class Members all of whom must be taken to have intended that the Products provide BII;
56. At all material times:
- a) Class Members were entitled to recover their losses under the Products from the Defendants (by way of their “**Claims**”);
 - b) Class Members were able to prove that they had insurable interests of the nature protected by the BI Coverage under the BII relating to Business Interruptions as defined *supra*;

- c) Products constituted valid and existing contracts of insurance;
- d) The losses incurred were covered by an insured peril;
- e) The Claims were not forfeited on grounds of public policy; and;
- f) Class Members submitted, or will submit, proper proofs of claim, or alternatively, the Court should waive that requirement where the Defendants in common have made clear that they will categorically reject BI Coverage claims pursuant to the in force BII agreements, and many Class Members will not have submitted proof of loss claims having been deluded by the Defendants into believing that such a claim would be categorically denied and requiring, for the purpose of this litigation, a prior proof of loss claim would be permitting the Defendants' wrongdoing to deprive Class Members of merited recovery;

57. At all material times, the risk of business losses incurred due to the Business Interruptions was an insured risk in that:

- a) Such risk was fundamental to the Products;
- b) It was hazard or danger, or an exposure to mischance or peril;
- c) It was a future event, certain, or uncertain, which occasioned loss;
- d) It was a fortuitous, random event in that it was not certain to happen, and was not inherent in the nature of the subject matter of the Products; or if it is deliberately engineered by the insured;
- e) It encompasses the exact thing which was insured and the contingency against which the exact thing is insured;

58. The refusal of coverage payments by the Defendants due to Business Interruptions shall herein be referred to as the **Refusal** or **Refusals**;

59. At no material time did the Business Interruptions constitute or cause the frustration of the Products, in that:

- a) The Business Interruptions did not so significantly change the nature of the Class Members' and Defendants' rights or obligations from what they could reasonably have contemplated when executing the Products, that it would be unjust to hold the Defendants to their literal stipulations in the current circumstances;
 - b) The Business Interruptions do not constitute a radical transformation in the circumstances governing performance under the Products so as to release the Defendants from their obligations as a matter of law;
 - c) Performance by the Defendants would not be unreasonably harsh or onerous for them;
 - d) At no material time did the Class Members conduct themselves as if the Products had been terminated by the Business Interruptions;
 - e) The Business Interruptions, as supervening events, were at all material times an inherent risk in the type of contract in question;
60. By failing to provide BI Coverage for Business Interruptions caused by COVID-19, the Defendants are breaching their promise to pay Class Members if Class Members suffer losses insured by the Product to an amount not greater than the value of the loss;
61. Such breaches by the Defendants were unilateral and without justification. They constitute fundamental breach, alternatively substantial breach, alternatively repudiation, alternatively anticipatory breach of the Products in that:
- a) They go to the root of the contract agreements between the Defendants and Class Members;
 - b) They are more than breaking terms of the contract agreements: The Defendants have failed to satisfy material purposes for which the Products were designed;
 - c) They constitute actions by the Defendants not to perform pursuant to the Products at all;
 - d) They deprive Class Members of substantially the whole benefit which it was the intention of the Defendants and the Class that the Class should obtain from the Products;
 - e) They are major and total;

- f) They comprise a failure by the Defendants to perform their prime obligations pursuant to the Products;
 - g) The ratio of the Defendants' obligations that are pursuant to said breaches not performed is equal to the obligations to the Class as a whole;
 - h) They are detrimental to the Class Members as innocent parties;
 - i) The consequences of the breaches are serious, and they constitute the termination of the Defendants' performance to the Class in total;
 - j) The Defendants, through words and conduct, unjustifiably exhibited a clear and unmistakable intention to no longer be bound by their contractual undertakings;
 - k) The intention of the Defendants that is clear, causes Class Members to reasonably apprehend that it is indicative of an intention by the Defendants not to abide by the Products at all;
62. Moreover, the Representations were made and conducted for the express purpose of promoting the business interests and profits of the Defendants, and the marketing of the Products;
63. In making or, alternatively, permitting the Representations, the Defendants were in breach of the *Competition Act*, R.S.C. 1985, c. C-34 s 52(1) and s 54;
64. The Defendants, with regards to the Representations and Refusals, engaged in activities prohibited under the *Competition Act*, s 45, prohibiting agreements between competitors to fix, maintain, increase or control the prices of the Products to unreasonably enhance the price of the Products, or to engage in activities prohibited under Competition Act, s 45;
65. The Defendants breached the Competition Act, s 45, rendering them liable for damages and costs of investigation under the Competition Act, s 36 for acts described herein;
66. Pursuant to the Competition Act, s 36, Class Members are entitled to recover their full costs of investigation and substantial indemnity costs paid in accordance with the *Competition Act*;

67. Class Members are also entitled to recover, as damages or costs, in accordance with the *Competition Act*, the costs of administering the plan to distribute the recovery in this action and the costs to determine the damages of each Class member;
68. Class Members reasonably acted in reliance on the Representations by purchasing the Products and the reliance was detrimental to Class Members;
69. At all material times, the Products allowed the Class to make claims pursuant to Business Interruptions;

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE APPLICANTS

9311408 CANADA INC

70. The Applicant, 9311408 CANADA INC (operating as the “Buzzfit” Gym) is incorporated under the laws of Canada, as shown in the extract from the *Registraire des entreprises* communicated herewith as **Exhibit P-30**;
71. The Applicant purchased a Product from RSA and, covering the period of December 18th, 2019 to December 18th, 2020, as shown in policy #COM801662603 communicated herewith as **Exhibit P-31** (the “Policy”);
72. The Policy purchased by the Applicant included Business Interruption coverage;
73. RSA refused the reclamation by letter received on April 9th , communicated herewith as **Exhibit P-32**;
74. The Applicant, as a result of its significantly reduced operations, has suffered and will continue to suffer significant losses in income and income-earning potential, which losses ought to be covered by the Applicant’s Policy;
75. RSA, in common with the other Defendants, has refused to provide coverage for the COVID-19 Interruptions suffered by the Applicant, notwithstanding that such coverage is a part of the Policy;

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE CLASS

76. Each Member of the Class purchased an insurance policy from one or more of the Defendants that included BI Coverage;
77. The BII policies purchased by each member of the Class are substantively the same as those of the Applicants, as the pertinent terms of the Applicants' Policies are equivalent to the material terms in each BII policy;
78. Each Member of the Class suffered damages directly flowing from the COVID-19 Interruptions, which damages ought to have been mitigated by the Products purchased through the Defendants;
79. All of these damages to the Class Members are a direct and proximate result of the Defendants' conduct;

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

80. The composition of the Class makes the application of Article 91 or 143 C.C.P. impractical or impossible for the reasons detailed below:
- a) The number of potential Class Members is so numerous that joinder of all Members is impracticable. While the exact number of Class Members is unknown to the Applicants at the present time and can only be ascertained from sales records maintained by the Defendants;
 - b) Based on the number of potential Class Members, it is impossible for the Applicants to identify all potential Class Members and obtain a mandate from each of them;
 - c) The Applicants do not possess the names and addresses of potential Class Members, although for the purposes of notification of authorization;

- d) In addition, given the costs and risks inherent in an action before the Courts, and the uncertainty of the business environment that has given rise to this claim, many members of the Class will hesitate to institute an individual action against the Defendants;
 - e) Even if the Class Members themselves could afford such individual litigation, the Court system could not as it would be overloaded;
 - f) Furthermore, individual litigation of the factual and legal issues raised by the conduct of the Defendants would increase delay and expense to all parties and to the judicial system;
 - g) Moreover, a multitude of actions instituted in different judicial districts risks having contradictory judgments on questions of fact and law that are similar or related to all Class Members;
81. The recourses of the Class Members raise identical, similar, or related questions of fact or law, namely:
- a) Does COVID-19 presence, or the inherent risk of COVID-19 presence, constitute a physical harm or damage to property?
 - b) Did the March 24, 2020 closure of non-essential businesses trigger the business interruption provision of the Policy issued to the Applicants and other Class Members, such that the Defendants are liable to provide BI Coverage in accordance with the applicable Policies?
 - c) Did the Defendants act in concert or engage in anti-competitive behaviour contrary to the *Competition Act* through the coordination of their response to Claims made for Business Interruptions occasioned by COVID-19 Pandemic and, if so, are they liable to the Class for damages and costs pursuant to the *Competition Act*?
82. The questions of fact and law particular to each member consist of:
- a) The amount of damages suffered;

- b) The amount of damages that each Class Member can claim from the Respondents;
83. The interests of justice favour that this motion be granted in accordance with its conclusions;

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

84. The action that the Applicants wish to institute for the benefit of the members of the Class is an action in damages for breach of contract, negligence, and for breaches of the *Competition Act*;
85. The conclusions that the Applicants wish to introduce by way of an application to institute proceedings are:

GRANT the Applicants' action against the Defendants;

AUTHORIZE the Applicants to commence this action as a class action;

CONDEMN the Defendants to pay an amount in compensatory damages to every Class Member, in an amount to be determined by the Court through individual assessments, plus interest as well the additional indemnity;

GRANT the class action of the Applicants on behalf of all the Class Members;

ORDER the treatment of individual claims of each Class Member in accordance with Articles 599 to 601 C.C.P.;

THE WHOLE with interest and additional indemnity provided for in the *Civil Code of Québec* and with full costs and expenses including experts' fees and publication fees to advise members;

86. Applicants suggest that this class action be exercised before the Superior Court in the District of Montreal for the following reasons:

- a) Many Class Members are domiciled in the District of Montreal;
- b) One or more of the Defendants have a business establishment in the District of Montreal;
- c) The Applicants' counsel is domiciled in the District of Montreal;

87. The Applicants, who are requesting to obtain the status of representative plaintiffs, will fairly and adequately protect and represent the interest of the Members of the Class, since the Applicants:

- a) are members of the Class, having acquired BI Coverage from one or more of the Defendants;
- b) suffered damages from Business Interruptions;
- c) understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interests of the Members of the Class;
- d) is available to dedicate the time necessary for the present action before the Courts of Quebec and to collaborate with Class attorneys in this regard;
- e) are ready and available to manage and direct the present action in the interest of the Class Members that the Applicants wish to represent, and are determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class;
- f) do not have interests that are antagonistic to those of other members of the Class;
- g) have given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intend to keep informed of all developments;

- h) are, with the assistance of the undersigned attorneys, ready and available to dedicate the time necessary for this action and to collaborate with other Members of the Class and to keep them informed;
- i) The present application is well-founded in fact and in law;

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present Application;

APPOINT the Applicants as the representative plaintiffs on behalf of “business except (dentists and dental offices) in the Province of Quebec who, as of March 16, 2020, were subject to a contract of insurance with one or more of the Defendants that included “business interruption” or “operating loss” coverage

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

- a) Does COVID-19 presence, or the inherent risk of COVID-19 presence, constitute a physical harm or damage to property?
- b) Did the March 24, 2020 closure of non-essential businesses trigger the business interruption provision of the Policy issued to the Applicants and other Class Members, such that the Defendants are liable to provide BI Coverage in accordance with the applicable Policies?
- c) Did the Defendants act in concert or engage in anti-competitive behaviour contrary to the *Competition Act* through the coordination of their response to Claims made for Business Interruptions occasioned by COVID-19 Pandemic and, if so, are they liable to the Class for damages and costs pursuant to the *Competition Act*?

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

GRANT the Applicants’ action against the Defendants;

AUTHORIZE the Applicants to commence this action as a class action;

CONDEMN the Defendants to pay an amount in compensatory damages to every Class Member, in an amount to be determined by the Court through individual assessments, plus interest as well the additional indemnity;

GRANT the class action of the Applicants on behalf of all the Class Members;

ORDER the treatment of individual claims of each Class Member in accordance with Articles 599 to 601 C.C.P.;

THE WHOLE with interest and additional indemnity provided for in the *Civil Code of Québec* and with full costs and expenses including experts' fees and publication fees to advise members;

DECLARE that all Members of the Class that have not requested their exclusion from the Class in the prescribed delay to be bound by any judgment to be rendered on the class action to be instituted;

FIX the delay of exclusion at 30 days from the date of the publication of the notice to the Members;

ORDER the publication of a notice (the content and distribution of which is to be determined after authorization has been ordered and all applicable appeal periods have expired) to the Members of the Class in accordance with Article 579 C.C.P.;

THE WHOLE with costs to follow.

MONTREAL, April 17th, 2020


MERCHANT LAW GROUP LLP
Attorneys for the Petitioner

SUMMONS

(Articles 145 and following C.C.P.)

Filing of a Judicial Application

Take notice that the Applicants have filed this Application to Authorize the Bringing of a Class Action and to Ascribe the Status of Representative in the office of the Superior Court of Quebec in the judicial district of Montreal.

Defendants' Answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame Street Est, Montréal, Québec, H2Y 1B6, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicants' lawyer or, if the Applicants are not represented, to the Applicants.

Failure to Answer

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

Content of Answer

In your answer, you must state your intention to:

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

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

Change of judicial district

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

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of Application to Small Claims Division

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

Calling to a case management conference

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

Exhibits supporting the application

In support of the Application to Authorize the Bringing of a Class Action and to Ascribe the Status of Representative, the Applicants intend to use the following exhibits:

- Exhibit P-1: Register at AMF Aviva
- Exhibit P-2: Register at AMF Aviva General
- Exhibit P-3: Register at AMF Co-Operators
- Exhibit P-4 : Register at AMF Desjardins Assurances
- Exhibit P-5 : Register at AMF Economical
- Exhibit P-6 : Register at AMF Federated
- Exhibit P-7: Register at AMF Personnelle
- Exhibit P-8: Register at AMF Personelle Generale
- Exhibit P-9: Register at AMF Lloyd's
- Exhibit P-10: Register at AMF Northbridge
- Exhibit P-11 to P-26: Register at AMF different Promutuel
- Exhibit P-27: Register at AMF RSA

- Exhibit P-28: Register at AMF Wawanesa
- Exhibit P-29: Register at AMF Wynward
- Exhibit P-30: Registraire des entreprise Buzzfit Gym
- Exhibit P-31: Policies for BII RSA and Lloyd's
- Exhibit P-32: Letter of refusal of RSA

These Exhibits are available upon request

Notice of presentation of an application

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

Montreal, April 17th, 2020



Merchant Law Group LLP
10 rue Notre Dame Est, suite 200
Montréal (Québec) H2Y 1B7
Phone : 514-842-7776
Fax : 514-842-6687
Attorneys for the Applicants

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

TO:

AVIVA INSURANCE COMPANY OF CANADA,
100-10 Aviva Way, Markham Ontario L6G 0G1**AVIVA GENERAL INSURANCE COMPANY**
100-10 Aviva Way, Markham Ontario L6G 0G1**CO-OPERATORS GENERAL INSURANCE COMPANY**
130 MacDonnel Street, Priory Square, Guelph, Ontario, N1H 6P8**DESJARDINS GROUPE D'ASSURANCES GÉNÉRALES INC.**
6300 BOUL. Guillaume-Couture Lévis Québec G6V6P9 Canada**ECONOMICAL, COMPAGNIE MUTUELLE D'ASSURANCE**
111, Westmount Road S. PO BOX 2000, Waterloo (Ontario) N2J4S4**FEDERATED INSURANCE COMPANY OF CANADA**
255 Commerce Drive, Winnipeg, Manitoba, R3P 1B3**LA PERSONNELLE ASSURANCES GÉNÉRALES INC**
6300 Guillaume-Couture Boulevard, Lévis. Québec G6V 6P9**LA PERSONNELLE, COMPAGNIE D'ASSURANCES**
6300 Guillaume-Couture Boulevard, Lévis. Québec G6V 6P9**LLOYD'S UNDERWRITERS**
One Lime Street, London, EC3M 7HA, Royaume-Uni**NORTHBRIDGE GENERAL INSURANCE CORPORATION**
105 Adelaide Street West, Toronto, Ontario, M5H 1P9**PROMUTUEL BAGOT, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE**
1840, RANG SAINT-ÉDOUARD, SAINT-LIBOIRE QC J0H 1R0**PROMUTUEL BOIS-FRANCS, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE**
1400, RUE NOTRE-DAME EST, VICTORIAVILLE QC G6P 0B4**PROMUTUEL BORÉALE, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE**
282, 1RE AV E, AMOS QC J9T 1H3

PROMUTUEL CENTRE-SUD, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE
3077, BOUL DE PORTLAND, SHERBROOKE QC J1L 2Y7

PROMUTUEL CHAUDIÈRE-APPALACHES, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE
126, RUE OLIVIER, LAURIER-STATION QC , G0S 1N0

PROMUTUEL DE L'ESTUAIRE, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE,
149, RUE SAINT-GERMAIN EST, RIMOUSKI QC G5L 1A9

PROMUTUEL DEUX-MONTAGNES, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE
200, RUE DUBOIS, SAINT-EUSTACHE QC J7P 4W9

PROMUTUEL DU LAC AU FLEUVE, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE
951, BOUL MONSEIGNEUR-DE LAVAL, BAIE-SAINT-PAUL QC , G3Z 2W3

PROMUTUEL LANAUDIÈRE, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE,
4100 - 1075, BOUL FIRESTONE, JOLIETTE QC J6E 6X6

PROMUTUEL MONTMAGNY-L'ISLET, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE
124, BOULEVARD TACHÉ O, C.P. 355, MONTMAGNY QC G5V 3S7

PROMUTUEL PORTNEUF-CHAMPLAIN, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE
257, BOUL DU CENTENAIRE, SAINT-BASILE QC G0A 3G0

PROMUTUEL RIVE-SUD, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE
340, RUE PRINCIPALE, SAINT-GERVAIS QC G0R 3C0

PROMUTUEL VALLÉE DE L'OUTAOUAIS, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE
1400, BOUL GRÉBER, GATINEAU QC J8R 0E1

PROMUTUEL VALLÉE DU ST-LAURENT, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE
48, BOUL TASCHEREAU, LA PRAIRIE QC J5R 6C1

PROMUTUEL VAUDREUIL-SOULANGES, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE
465, AV SAINT-CHARLES, VAUDREUIL-DORION QC , J7V 2N4

PROMUTUEL VERCHÈRES - LES FORGES, SOCIÉTÉ MUTUELLE D'ASSURANCE GÉNÉRALE

300, RTE MARIE-VICTORIN, BAIE-DU-FEBVRE QC

ROYAL & SUN ALLIANCE DU CANADA, SOCIÉTÉ D'ASSURANCES
800-18 ST York Toronto Ontario M5J2T8 Canada

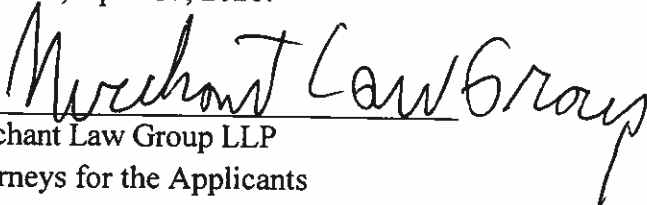
THE WAWANESA MUTUAL INSURANCE COMPANY
191 Broadway, Winnipeg, Manitoba, R3C 3P1

WYNWARD INSURANCE GROUP
1240, ONE LOMBARD PLACE
WINNIPEG MB R3B 0V9

TAKE NOTICE that the present APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO APPOINT A REPRESENTATIVE PLAINTIFF will be presented before one of the Honourable Judges of the Superior Court of Québec, at the Montreal courthouse, located at 1, rue Notre-Dame Est, in the city and District of Montréal, on the date set by the coordinator of the class actions chamber.

PLEASE ACT ACCORDINGLY.

Montreal, April 17, 2020.



Merchant Law Group LLP
Attorneys for the Applicants

45110

**SUPERIOR COURT OF QUEBEC
(CLASS ACTION)
DISTRICT OF MONTREAL**

9311408 CANADA INC.

Petitioner

- VS -

**AVIVA INSURANCE COMPANY OF
CANADA et Al.**

Respondents

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Action Collective
Aut + Col
2086\$
DP

**APPLICATION FOR AUTHORIZATION TO
INSTITUTE A CLASS ACTION AND TO
APPOINT A REPRESENTATIVE
PLAINTIFF
(Art. 574 C.C.P. and following)**

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BC 3841

REÇU AU GREFFE

Par: _____
Le: 17 Avril 2020