

**Do you hold or have you held a Savings-Life Insurance with Desjardins Sécurité Financière to which a premium for cancer diagnostic coverage was automatically added on June 1, 2016?  
You may be entitled to compensation, which you can claim now.**

**WHAT IS THE PURPOSE OF THIS CLASS ACTION?**

The Superior Court of Québec (the “**Court**”) authorized *Option consommateurs* to institute a Class Action against *Desjardins Sécurité Financière* (“**DSF**”) on the grounds that on June 1, 2016, it added cancer diagnostic coverage (the “**Cancer Protection**”) to Desjardins members’ savings-life insurance (the “**Savings-Life Insurance**”) and increased their premiums without their consent (the “**Class Action**”).

**WHY IS THIS NOTICE PUBLISHED?**

To inform you of three important events:

- (1) *Option consommateurs* was authorized to institute the Class Action;
- (2) a settlement agreement was reached with DSF to settle the Class Action (the “**Settlement Agreement**”); and
- (3) it is now time to make a claim.

**ARE YOU A MEMBER OF THE CLASS ACTION?**

You are a “**Class Member**” if:

- (1) you had subscribed to a Savings-Life Insurance **prior to June 1, 2016**, to which DSF automatically added Cancer Protection **on or around June 1, 2016**; and
- (2) You have not made an insurance claim under Cancer Protection.

**WHAT DOES THE SETTLEMENT AGREEMENT PROVIDE?**

If the Court approves the Settlement Agreement, DSF will:

- (1) **refund premiums charged for Cancer Protection between June 1, 2016, and November 24, 2023** to each eligible Class Member who makes a valid claim. Class Members who make a valid claim will be required to waive Cancer Protection retroactively to June 1<sup>st</sup>, 2016 so that, if they still hold Savings-Life Insurance with DSF, the original Savings-Life Insurance will be reinstated, i.e., with no coverage or possibility of indemnity in the event of a cancer diagnosis, less a portion of class counsel's fees and the amount payable to the *Fonds d'aide aux actions collectives*.
- (2) pay an amount of \$3 million that will be remitted to charitable organizations as an indirect compensation to the Class Members, after payment of disbursements and of a portion of class counsel’s fees; and
- (3) pay the costs of the Settlement Agreement.

In return, Class Members will release DSF with respect to the facts alleged in the Class Action.

**MAKE A CLAIM**

**You can make a claim now** and no later than **February 22, 2024** to have your Cancer Protection premiums refunded, if you meet all of the following criteria:

- (1) you are a Class Member;
- (2) you paid Cancer Protection premiums;
- (3) you did not request and benefit from a mitigation measure offered by DSF in or around December 2017; and
- (4) you never wanted Cancer Protection, and are willing to waive it so that, if you still have Savings-Life Insurance with DSF, your original Savings-Life Insurance will be reinstated.

Go to [www.ey.com/ca/en/protection-cancer](http://www.ey.com/ca/en/protection-cancer) **now** to make a claim.

If you do not make a claim by **February 22, 2024**, you will not receive a refund of your Cancer Protection premiums. If you still have Savings-Life Insurance with Cancer Protection today and do not make a claim, your Cancer Protection will remain valid and DSF will continue to charge you the associated premiums.

**APPROVAL OF SETTLEMENT AGREEMENT AND CLASS COUNSEL’S FEES**

To take effect, the Settlement Agreement must be approved by the Court. To approve it, the Court must conclude that it is fair, reasonable, and in the best interests of the Class Members.

A hearing will be held on this issue on **December 4, 2023**, at 9:15 a.m., at 1 Notre-Dame Street East, Montreal, Québec (room 16.03). It will be possible to attend the hearing remotely by videoconference. Visit [www.ey.com/ca/en/protection-cancer](http://www.ey.com/ca/en/protection-cancer) to find out how you can attend.

*Option consommateurs* will also ask the Court to approve class counsel’s fees and expenses. Class counsel’s fees will not exceed 25% of the total value of direct and indirect compensation paid by DSF, plus applicable taxes.

**WHAT CAN YOU DO IF YOU DON’T AGREE?**

**You have the right to opt out of the Class Action for any reason.** Opting out allows you to sue DSF at your own expense, but you will not be able to make a claim under the Settlement Agreement.

To opt out, you must send an opting out request by mail or email to the claims administrator at the contact information provided at the end of this notice. Your request must include your name, full address, a statement indicating that you wish to opt out of the Class Action and the Court file number (500-06-000879-177).

To be valid, your opting out request must be sent no later than **November 24, 2023**.

Please read this notice carefully, as it may affect your rights.

**Class Members may contest the Settlement Agreement or class counsel's fees.** To contest, you may send a written contestation by mail or email to the claims administrator at the contact information provided at the end of this notice and explain why you believe the Court should not approve the Settlement Agreement or class counsel's fees.

The deadline for submitting your comments is **November 24, 2023**. You may also attend the hearing if you wish to contest the Settlement Agreement or class counsel's fees. The claims administrator will forward the opting out requests and written contestations to the Court.

#### **MORE INFORMATION**

**This Notice is a summary of the relevant information regarding the Settlement Agreement and class counsel's fees.** For more information, please visit [www.ey.com/ca/en/protection-cancer](http://www.ey.com/ca/en/protection-cancer) or contact the claims administrator:

- By telephone: 1-833-681-0542
- By email: [Protection.Cancer@ca.ey.com](mailto:Protection.Cancer@ca.ey.com)
- By Mail: Protection Cancer, 900, de Maisonneuve Blvd West, Suite 2300, Montréal (Québec) H3A 0A8

In the event of any inconsistency between the content of this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.