



Student's services

Montreal, January the 5th 2016

Object: Refund for unperformed services from Omega Westmount and Omega Côte-des-Neiges driving school course follow-up in another driving school

Dear Madam,
Dear Sir,

You were identified as being a customer of a driving school, the license of which was closed on December 17th 2015. Actually, Omega Westmount and Côte-Des-Neiges driving school stopped its activities relative to the road safety education program.

The Association québécoise des transports (AQTr) was mandated by the SAAQ to take in charge the Programme de reconnaissance des écoles de conduite. This is why, when one of the AQTr certified driving schools happens to be suspended or revoked, the AQTr is in charge of helping the students to get a refund for the unperformed services. Also, the AQTr will provide these students with a certificate (aka. attestation) to allow them to follow up the driving course in another certified school.

You will therefore find enclosed to this letter the following documents: a memo note describing the different steps to follow, a copy of the Security contract, a questionnaire to fill in and a sworn statement to sign.

Although this contract is expiring on the 29th of January 2016, the insurance company informed us that it would actually end sooner than that; more precisely on the 17th of March 2016, after the school's annulment. Even though you could submit your request until the **17th of March 2017** to the AQTr, **you should do this as soon as possible**. Also, be aware that you could be granted a lesser amount of money than submitted. For this purpose, please note that the more proofs of payments you bring along, the better it is.

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Furthermore, we would like to inform you that the present letter as well as the enclosed documents – which are also available online at www.aqtr.qc.ca – do not constitute a legal notice. If you wish to seek legal advice in this process, you should get in touch with a legal expert.

We hope that you will find this helpful.

Best regards,

SB/is

Sylvie Basque
Chef de service,
Service du suivi des élèves
Programme de reconnaissance
des écoles de conduite

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P. j: Aide-mémoire, Copie du contrat de cautionnement, Déclaration sous serment



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STUDENT'S MEMO

How to Get a Refund for Unperformed Services? How to Resume your Course in another Driving School?

In order to help you in this process, the AQTr strongly recommends you to read the following information.

I. Procedure to follow to be granted a refund:

1. Make an appointment with one of the AQTr's representative in order to start the process. Please call 514-595-9110 extensions 375, 400 and 417. That day, make sure to bring along the following documents:

- A copy of both sides of your learner's licence. *If you have not got any yet, a copy of your Medical Insurance Card will do;*
- A copy of the contract that you signed with the driving school;
- Any proof of payment you made to the driving school: i.e. cash withdrawals receipts, credit card statements, cheques copies, receipts, etc.;
- Student's follow-up sheet.

Please note that if you disagree with what was written down on this sheet, you should add to the following document a letter listing the different modules as well as the various in-car practices that you think to have followed or completed. Try to describe precisely the differences between them so that the AQTr can consider your point of view and assess the situation;

- The sworn statement which you signed in front of a sworn assessor or can be signed in our office.

Regarding the sworn statement;

- First, fill in the document completing all the required information (*but without signing nor dating it*);
- Then, go to any bank counter (i.e. Caisse Desjardins), to any arrondissement town hall or to any lawyers' office with the carefully filled in document, where you will therefore sign and date the document in the presence of the attorney or a sworn assessor.

2. The refund process will take place in accordance with these 3 steps :



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- The AQTr sends a final demand to the driving school to pay for the amount of money that is due. The AQTr will provide you with the refund in case the school denies the previous request.
- Indeed, if the school does not comply with the AQTr's demand, the AQTr will send collective indemnity request to Insurance Company of the driving school (see copy of the Security contract). Although this contract is expiring on the **29 of January 2016**, the insurance company informed us that it would actually end sooner than that; more precisely 3 months after the annulment of the bound, thus on the **17th of March 2016**. This means that the AQTr needs to send all the reimbursement demands at least on the 17th of March 2017 to the security company. Therefore, although you could submit your request until the **17th of March 2017** to the AQTr, you should do this as soon as possible. Afterwards, once the AQTr receives the security from the Insurance Company, she will send you a reimbursement cheque. However, keep in mind that due to the various delays described above, no cheque would be issued before the 1st of July 2017. Also, be aware that you could be granted a lesser amount of money than submitted.
- If by any chance, you are not provided with any refund, neither by the driving school nor by its insurance company, by the end of this process, you should ask for legal aid to the Small Claims Division Court of Quebec.

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You will find all the useful information that you need at:

<http://www.justice.gouv.qc.ca/english/publications/generale/creance-a.htm>

On this website, you will also be able to access simplified documents to make a request for Small Claims.

You might as well seek help to the Court in Quebec in person or by phone:

Court of Quebec
Louis-Philippe-Pigeon building
1200, route de l'Église
Quebec (Quebec) G1V 4M1
Phone number: 418-643-5140
Free of charge number: 1-866-563-5140
E-mail: informations@justice.gouv.qc.ca

Important: these documents do not constitute a legal notice. If you wish to seek legal advice in this process, you should get in touch with a legal expert.



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II. Steps to follow to resume your driving course in any other certified driving school

To follow up your training in any other AQTr certified driving school, you would need to show the certificate (also commonly known as “attestation”) illustrating the various theory modules and/or in-car sessions that you have already taken at your previous school. If you have not received the attestation yet and that you were part of a school that was suspended or revoked, you will receive one from the AQTr.

Make an appointment with one of the AQTr's representative in order to start the process. Please call 514-595-9110 (extensions 375, 400 or 417) and then come to this address: 6666, rue Saint-Urbain (office 470), Montréal (Québec), H2S 3H1. That day, make sure to bring all the documents mentioned on page 1.

What should you do after receiving the certificate?

- Go online and have a look at the list of the AQTr certified driving school located in your area : www.aqtr.qc.ca
- Go and enrol at a new driving school with the attestation from the AQTr. This paper will allow you to resume your course, since the driving school will be able to check exactly which theory or practical classes you still have to attend;
- Once you have succeeded the whole driving training, you will get another attestation from this driving school;
- **Remember to bring along both attestations** (i.e. the one from the AQTr and the one from the 2nd driving school) when you go to the SAAQ to take the final road test.

Déclaration sous serment / Sworn Statement

Je soussigné(e)/I, the undersigned, _____
(Prénom / First name) (Nom / Last name)

Résident(e) et domicilié(e) au /
Living and domiciled in _____
(Adresse / Address)

À/in _____
(Ville / City) (Code postal / Zip code)

(Téléphone / Phone number) (Courriel / Email address)

Déclare m'être inscrit(e) le (date
d'inscription) / I confirm my
my enrolment on _____
(Registration date) (JJ/MM/AA – DD/MM/YY)

À l'école de conduite (nom) /
At the driving school (name) _____

Située au / Located at _____
(Adresse / Address)

À / in _____
(Ville / City) (Code postal/ Zip code)

À cette école, j'ai suivi / At this school, I attended _____ (nombre/amount) modules
théoriques / theoretical modules et/and _____ (nombre/amount) sorties sur route / on-
the-road sessions.

J'ai payé la somme totale de / I paid the total amount of: _____ \$.

J'ai payé le carnet d'accès à la route / I paid the Road Access Binder fees: _____ \$.

Inclus dans le prix total Carnet vierge emprunté Autre : _____
/ Included in the total price / Borrowed Road Access Binder / Other

Les faits allégués dans le présent document sont véridiques à ma connaissance personnelle, et
j'ai signé / I certify that to the best of my knowledge the information written down on the present
document is true and I signed:

Signature de l'élève / Student's signature

Date (JJ/MM/AA – DD/MM/YY)

ASSERMENTÉ DEVANT MOI / SWORN IN MY PRESENCE

À / in _____ ce / on _____

Commissaire à l'assermentation
/ Commissioner for Oaths

Pour le district de / for the district of _____

**CAUTIONNEMENT PAR POLICE INDIVIDUELLE DE GARANTIE
ÉCOLE DE CONDUITE**

No. du cautionnement: 93464

Montant: 50,000.00 \$

Période : du 29 janvier 2015 au 29 janvier 2016

Nous, THI ANH TU PHAN FASRS OMEGA DRIVING SCHOOL, 4010, Sainte-Catherine Ouest, #240, Westmount, (QC) H3Z 1P2 ci-après appelé Débitéur principal et L'UNIQUE ASSURANCES GÉNÉRALES INC. ci-après appelée la Caution, sommes obligés solidairement envers l'Association Québécoise des Transports ci-après appelé Bénéficiaire, pour la somme de cinquante mille dollars (50,000.00 \$), monnaie légale du Canada, au paiement de laquelle nous nous engageons solidairement par les présentes envers le Bénéficiaire, ainsi que nos héritiers, nos exécuteurs, nos administrateurs, nos successeurs et nos représentants légaux respectifs.

ATTENDU QUE le Débitéur Principal exploite ou entend exploiter une école de conduite et a obtenu une accréditation à cet effet;

ATTENDU QUE l'exercice de ce commerce oblige, suivant le document intitulé Exigences détaillées relatives à la reconnaissance des écoles de conduite par les organismes accréditeurs habilités par la Société de l'Assurance automobile du Québec, le Débitéur principal à fournir un cautionnement dans le but d'indemniser les élèves en cas de fraude, faillite ou insolvabilité de l'école de conduite, qui n'ont pas été remboursés des sommes versées par eux, à titre d'acompte ou de versement en vertu du contrat avec l'école de conduite, pour toute séance théorique et/ou pratique non reçue dans le cadre d'un cours de conduite;

IL EST ENTENDU ET CONVENU QUE le présent cautionnement est valide pour toute la durée de l'entente (un an minimum) et que la Caution ne peut y mettre fin que moyennant un avis écrit d'au moins trois mois à Association Québécoise des Transports;

IL EST ENTENDU ET CONVENU QUE la Caution s'engage solidairement avec le Débitéur principal à payer d'abord le capital, les intérêts et les frais accordés par tout jugement final prononcé contre le débiteur principal, son représentant, le syndic ou la caution, ou constatés dans une entente ou transaction intervenue entre un élève, d'une part et le débiteur principal, son membre, son administrateur, son formateur, son préposé, son représentant, le syndic ou la caution, d'autre part, et mettant fin à un litige en vertu d'un contrat visé par le cautionnement.

IL EST ENTENDU ET CONVENU QUE la responsabilité totale de la Caution en vertu du présent cautionnement ou de tout renouvellement de celui-ci est limitée à la somme mentionnée ci-dessus ou à toute autre somme qui y sera substituée au moyen d'un avenant ou d'un certificat de prolongation;

IL EST ENTENDU ET CONVENU QUE malgré l'expiration du présent cautionnement, la Caution demeurera obligée en vertu du présent cautionnement à la condition qu'une réclamation en découlant soit faite dans le délai d'un an suivant l'expiration de ce cautionnement et que l'acte ou l'omission qui est à l'origine de cette réclamation se soit produit à un moment où le présent cautionnement était en vigueur;

IL EST ENTENDU ET CONVENU QUE si l'école cesse ses activités, le cautionnement sera retenu tant que l'école n'aura pas fourni la preuve à Association Québécoise des Transports que tous les remboursements dus aux élèves ont été effectués;

IL EST ENTENDU ET CONVENU QUE si le montant du cautionnement est inférieur au montant total des réclamations, le cautionnement sera réparti au prorata des créances respectives;

EN FOI DE QUOI le Débitéur principal a signé les présentes et la Caution y a apposé son sceau corporatif dûment reconnu par la signature de ses officiers accrédités les jours et an ci-dessous mentionnés.

Signé et daté ce 29^{ème} jour de janvier 2015.

Témoin

THI ANH TU PHAN FASRS OMEGA DRIVING SCHOOL

Débitéur Principal

L'UNIQUE ASSURANCES GÉNÉRALES INC.

Line Leblanc - Mandataire

André Cyr - Témoin