

**TD HOME AND AUTO INSURANCE COMPANY CLASS ACTION –
NOTICE OF SETTLEMENT**

Lyons v. TD Home and Auto Insurance Company, Court File No. CV-20-646789-00CP

THIS NOTICE AFFECTS YOUR RIGHTS – PLEASE READ IT CAREFULLY

TO: All persons in Canada who were insured by TD Home and Auto Insurance Company under the terms of a travel insurance policy, bearing policy number TGV006 (the “Policy”) and an applicable Certificate of Insurance (the “Certificate”) who, between March 16, 2018 and October 15, 2021 (the date of certification) had their claim for a Trip Cancellation Benefit under the Policy fully or partially denied based, wholly or in part, on the availability of non-monetary compensation such as credits, coupons, or vouchers

(collectively, the “Class” or “Class Members”, as appropriate).

This Notice is published and/or being sent to you by order of the Ontario Superior Court of Justice.

In September 2020, the law firms of Adair Goldblatt Bieber LLP and Samfiru Tumarkin LLP (collectively, “**Class Counsel**”) commenced a class action on behalf of the Class alleging that TD Home and Auto Insurance had breached the terms of the Policy by not honouring claims for trip cancellation benefits where non-monetary compensation such as credits, coupons, or vouchers were available.

After the class proceeding was commenced, many airlines or travel providers including Air Canada, Air France, Air Transat, British Airways, Emirates, Porter, Ryanair, Sunwing, Swoop, United Airlines, and WestJet who had previously only offered credits for cancelled trips changed their policies and made cash refunds available for certain periods.

In October 2021, the Claim was certified as a class proceeding. Under the Certification Order, Kevin Lyons was appointed the Representative Plaintiff.

No notice of certification was sent out at the time to permit the parties to better identify members of the Class.

In June 2022, the parties attended a mediation in respect of the Class’s claims. Arising from the mediation, the parties entered into a Settlement Agreement. Class Counsel is of the view that the Settlement Agreement is fair, reasonable and in the best interests of the Class. A copy of the Settlement Agreement can be found at <https://stlawyers.ca/td-travel-insurance-class-action-lawsuit/>. *Une copie de l’accord de règlement en français est disponible sur <https://stlawyers.ca/td-travel-insurance-class-action-lawsuit/>*

Under the terms of the Settlement Agreement, \$4,800,000 is being made available to satisfy the Class’s claims, less the amount that must be paid to the Class Proceedings Fund of Ontario and

an amount approved by the court for class counsel fees (discussed further below). Under the terms of the Settlement Agreement:

i) The Class Members (as defined above) whose claims related to amounts paid to Air Canada, Air France, Air Transat, British Airways, Emirates, Porter, Ryanair, Sunwing, Swoop, United Airlines, and WestJet for travel during the periods and subject to the conditions outlined below will receive \$100.00, regardless of the quantum of their claim.

Air Canada	Travel dates on or after February 1, 2020.
Air Canada Rouge	Travel dates on or after February 1, 2020.
Air France	Travel up to and including June 30, 2022.
Air Transat	Travel on or after February 1, 2020 up to and including April 29, 2021.
British Airways	Travel dates from March 9, 2020 to November 19, 2020.
Emirates	Travel on or before August 31, 2022.
Porter Airlines	Travel on or after February 1, 2020 up to and including July 4, 2021 cancelled by Porter Airlines.
Ryanair	Travel up to and including January 22, 2021.
Sunwing	Travel on or after February 1, 2020.
Swoop	Travel cancelled by Swoop.
United Airlines	Travel from March 1, 2020 up to and including June 6, 2020.
WestJet	Travel up to November 14, 2020 cancelled by WestJet.

ii) The Class Members whose claims related to other vendors, or related to airlines listed above but which do not meet the travel date and other conditions listed above in (i), will receive a proportionate amount of the balance of the settlement amount available, which Class Counsel estimates will be approximately 40% of the value of their claim that was denied on the basis of non-monetary compensation such as credits, coupons, or vouchers (subject to applicable Policy limits), and will not be required to surrender any credits they received.

iii) The Class Members whose claims related to both (i) and (ii) above will receive \$100.00 in respect of the portion of their claim related to (i) above and a proportionate amount of the balance of the settlement amount available, which Class Counsel estimates will be approximately 40% of the remaining value of their claim that was denied on the basis of non-monetary compensation such as credits, coupons, or vouchers (subject to applicable Policy limits), in respect of the portion of their claim related to (ii) above, and will not be required to surrender any credits they received.

The Settlement Agreement does not entitle any Class Members to additional compensation.

Of the settlement amount being paid by the Defendant, 10% of the amount directed to the Class must be paid to the Class Proceedings Fund of Ontario.

Class Counsel intends to seek an Order paying it approximately 21.5% of the settlement amount made available by the Defendant. The Defendant has agreed to pay costs of \$200,000 which will go to defraying Class Counsel fees. The Defendant is also paying \$100,000 towards administration expenses. Any out-of-pocket amounts over and above the \$100,000 provided by the Defendant in respect of administration expenses will be paid by Class Counsel from Class Counsel fees.

The amounts set out above respecting anticipated payments to the Class have been calculated *after* payment of administration expenses and Class Counsel fees. They are, however, estimates.

If there are differences between this Notice and the Settlement Agreement, then the terms of the Settlement Agreement prevail.

YOUR OPTIONS

You are being provided with this notice because you previously filed an insurance claim with TDHA for cancelled trip benefits, and your claim was denied in whole or in part on the basis of the availability of credits, coupons or vouchers. As such, your rights are affected by the outcome of this lawsuit.

Your right to choose whether or not to be part of the lawsuit

IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT AGREEMENT, DO NOTHING. If you are a person falling within the Class definition described above, you will automatically be included in the Class. **This means that you will be bound by the Settlement Agreement if it is approved.** If the Settlement Agreement is approved, you will be paid pursuant to the terms of the Settlement Agreement as summarized and estimated above.

IF YOU DO NOT WANT TO BE BOUND BY THE OUTCOME OF THIS PROCEEDING, you must fill out the “opt-out” form below and send it by regular mail to RicePoint Administration Inc. The deadline by which your opt out notice must be post-marked is ***December 15, 2022***. If

your written request to opt out is not post-marked by that date you will remain a member of the Class.

By opting out of this Class, you are confirming that you do not wish to participate in the Settlement Agreement, and you will not receive any compensation from the Settlement Agreement. Once you opt-out, you will receive no further communications regarding this action from Class Counsel.

Settlement Approval Motion and Fees Approval Motion

Before any step can be taken to implement the Settlement Agreement, the Ontario Superior Court of Justice must first consider whether to approve the Settlement Agreement and Class Counsel's Fees. The Settlement Approval Motion and Fees Approval Motion will take place by Zoom on **February 17, 2023**.

If you wish to attend the Settlement Approval Motion and Fees Approval Motion please email LyonsClassAction@agbllp.com and you will be provided with a link to the hearing.

If you do not oppose the terms of the Settlement Agreement or Class Counsel's fees, you need not do anything, and do not need to appear at the hearing.

Objecting to the Settlement Approval Motion and Fees Approval Motion

If you intend to object to either the Settlement Approval Motion or the Fees Approval Motion you must provide notice of your intention to do so by email to LyonsClassAction@agbllp.com.

Any notice of intention to object must be received by no later than **February 10, 2023**.

A written objection should include:

- a. Your name, address and contact information;
- b. A brief statement setting out your reason for objecting; and
- c. Notification as to whether you (i) intend to make a statement at the Settlement Approval Motion or the Fees Approval Motion and (ii) if so, whether you have or anticipate retaining counsel to do so.

All written objections will be provided to the Court and to the Defendant. If you object, you need not also attend the Settlement Approval Motion or the Fees Approval Motion.

If you do not opt-out, but object to the Settlement Agreement or the Fees Approval Motion, and these motions are approved, you will be bound by the result reached by the Court.

If you do not opt-out, but object to the Settlement Agreement or the Fees Approval Motion, and the court does not accept the Settlement Agreement you will be bound by the eventual results of the litigation.

Financial consequences for you

All members of the Class who do not opt out of the class action will be bound by the Settlement Agreement, if approved.

If you choose to opt out, you may start your own lawsuit against the Defendant in relation to your claims, subject to the applicable limitation period.

Questions

If you have questions in regard to this settlement you can direct them to Class Counsel at LyonsClassAction@agblp.com