

BY MAIL

Montreal, March 12, 2020

**Subject: Refund for unperformed services at *Hichem Miloudi* driving school
And follow-up of your course in another driving school**

Dear Madam,
Dear Sir,

You were identified as being a student who started a driving course in a school which closed recently. Indeed, your former driving school, ***Hichem Miloudi***, stopped its activities related to the *Road Safety Education Program* on **March 12th, 2020**.

The Association québécoise des transports (AQTr) is mandated by the SAAQ to support students from suspended, revoked or closed driving schools in their process to transfer to another school. The AQTr will therefore provide students with a certificate (aka. attestation) to allow them to complete the driving course in another certified school and help students to get a refund for paid services that have not been delivered by the school.

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

Please do not take this letter into account if you are in any of the following situations: services rendered completely, or probationary license obtained.

The insurance company informed the AQTr that the bond is expiring on **April 26, 2020⁽¹⁾**. So, you have until **April 11, 2021⁽¹⁾** to submit your request to the AQTr, **you should do this as soon as possible**.

Indeed, for your request to be complete and examined by the insurance company, you must provide the AQTr with a proof of payment for each payment you made to the school.

Also, be aware that you could be granted a lesser amount of money than submitted, since the driving school or the insurance company will determine the final amount to which they think you are entitled.



Furthermore, the AQTr would like to inform you that the present letter, as well as the enclosed documents – which are also available online at www.aqtr.com –, 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 found this information useful in order to transfer to another driving school.

Best regards,



CK/ah

Claudia Klaric
Chef de service par interim
Service du suivi des élèves
Programme de reconnaissance des écoles de
conduite

Enc.: memo, sworn statement, questionnaire and security contract

⁽¹⁾ Please note that these dates are subject to change without notice



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.

1. Procedure to follow to be granted a refund and/or receive your driving course attestation:

You can either send to us through email services.prec@aqtr.com the requested documents or by mail to this address: 6666, rue Saint-Urbain (office 470), Montréal (Québec), H2S 3H1. On that day, make sure to send along the following documents:

- A copy of the contract that you signed with the driving school;
- A copy of both sides of your learner's permit. *If you have not got any yet, a copy of your medical insurance card will do;*
- Any proof of payment you made to the driving school: i.e. cash withdrawals receipts, credit card statements, cheques copies, receipts, etc.;
- Any proof of your progress in the driving program.
- *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.

Regarding the sworn statement;

- First, fill in the document, completing all the required information (*but without signing nor dating it*);
- Then, go to any town hall or to any lawyers' office with the fully 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 :

- The AQTr sends a final request to the driving school to pay for the amount of money that is due. If the school answers our request, the AQTr will provide you with the refund that you are granted.
- Indeed, if the AQTr's demand is rejected, the AQTr will send a collective indemnity request to the insurance company of the driving school. Although the date indicated on the bond is **April 26, 2020⁽¹⁾**, you have until **April 11, 2021⁽¹⁾** to submit your request to the AQTr, you should do this as soon as possible.



Afterwards, once the AQTr receives the payment from the Insurance Company, the AQTr will send you a reimbursement cheque. However, keep in mind that due to the various delays described above, it could be possible that no cheque would be issued before **July 11, 2021**⁽¹⁾. 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.

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: 1-866-536-5140
E-mail: informations@justice.gouv.qc.ca

Important: *this information does not constitute a legal notice. If you wish to seek legal advice in this process, you should get in touch with a legal expert.*

3. 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, revoked or closed, you will receive one from the AQTr.

⁽¹⁾ Please note that these dates are subject to change without notice



In order for the AQTr to provide you with an attestation, please send all the documents mentioned above (page 1) by email to services.prec@aqtr.com or by mail to 6666, rue Saint-Urbain (office 470), Montréal (Québec), H2S 3H1.

Once you have received the driving course attestation, here is what you should do:

- Go online and have a look at the list of the AQTr certified driving school located in your area : www.aqtr.com
- 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;
- Please sign a new service contract with the new driving school. The services provided by the new driving school will be charged.
- Once you have succeeded the whole driving training, you will get another attestation from this driving school;
- **Remember to bring along both original 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 at _____
(Adresse / Address)

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

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

Déclare m'être inscrit(e) le (date
d'inscription) / Declare that I
registered 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/ Postal 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-
road sessions.

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

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

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

Je déclare solennellement que les renseignements faisant l'objet de cette déclaration sont
véridiques et complets/ I solemnly declare that all the information in this statement is accurate
and complete.

Signature de l'élève / Student signature

Date (JJ/MM/AA – DD/MM/YY)

ASSERMENTÉ DEVANT MOI / SWORN BEFORE ME

À / in _____ ce / on _____

Commissaire à l'assermentation
/ Commissioner for Oaths

Numéro du commissaire / Commissioner number

POLICE DE CAUTIONNEMENT INDIVIDUEL

Conformément aux lois, règlements et autres autorisations régissant les écoles de conduite ainsi qu'au document intitulé *Exigences détaillées relatives à la reconnaissance des écoles de conduite par les organismes agréés par la Société de l'assurance automobile du Québec*, la caution s'engage solidairement avec le débiteur principal ainsi que leurs héritiers, exécuteurs testamentaires, administrateurs, successeurs et ayant droits respectifs envers l'Association québécoise des transports (AQTr), jusqu'à concurrence du montant indiqué ci-après.

Numéro du cautionnement : 96108

1. **NOM DU DÉBITEUR PRINCIPAL :** MILOUDI, Hichem
2. **MONTANT DU CAUTIONNEMENT :** cinquante mille (50,000.00 \$)
(en lettres et en chiffres, en dollars canadiens)
3. **DATE D'EFFET :** 01 août 2018

4. **ATTENDU QUE**, le débiteur principal a fait une demande de certificat de reconnaissance à l'AQTr pour obtenir le statut d'école de conduite reconnue en vertu de la loi.

5. **ATTENDU QUE**, aux fins d'une telle reconnaissance, le débiteur principal doit fournir un cautionnement visant à indemniser les élèves en cas de fraude, de faillite ou d'insolvabilité de l'école, lequel cautionnement garantit le paiement du capital, des intérêts et des frais accordés par tout jugement final prononcé contre l'école, son représentant, le syndic ou la caution, ou constatés dans une transaction intervenue entre un élève, d'une part et l'école, 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 de services conclu avec un élève aux fins de l'enseignement de la conduite.

6. **ATTENDU QUE**, le présent cautionnement aura pleine force et effet dans la mesure où le certificat de reconnaissance est délivré au débiteur principal. Par conséquent, la caution assumera les obligations qui lui incombent à ce titre, telles que décrites précédemment, en cas de défaut du débiteur principal.

7. **MALGRÉ CE QUI PRÉCÈDE**, il est entendu et convenu que la responsabilité totale de la caution en vertu du présent cautionnement se limitera à la somme mentionnée ci-dessus ou à toute somme qui y sera substituée au moyen d'un avenant ou d'un certificat de prolongation. La caution doit informer l'AQTr, sans délai, de toute modification au montant du cautionnement au moyen d'un avis écrit.

8. **IL EST ENTENDU ET CONVENU QUE** le présent cautionnement est valide pour toute la durée du certificat de reconnaissance tant que la responsabilité du débiteur principal est engagée envers un élève. Toutefois, la caution peut mettre fin au cautionnement au moyen d'un préavis écrit d'au moins quarante-cinq (45) jours, expédié par poste recommandée à l'AQTr, auquel est jointe la preuve qu'une copie du préavis a été notifiée au débiteur principal. En outre, l'AQTr devra aviser la caution dans un délai raisonnable suivant la révocation de la reconnaissance, et la caution ne sera pas tenue responsable des obligations survenues après la date de ladite révocation.

9. **IL EST ENTENDU ET CONVENU QUE** les obligations de la caution continuent de s'appliquer pour une durée d'un an suivant l'expiration du cautionnement à l'égard d'une créance née durant la période pendant laquelle le cautionnement était en vigueur.


F25.05.05 R3

Québec (siège social) - Montréal
www.lunique.qc.ca


L'Unique
Assurances générales

10. IL EST ENTENDU ET CONVENU QUE la caution renonce par les présentes aux bénéfices de discussion et de division.


EN FOI DE QUOI le débiteur principal et la caution ont signé les présentes et la caution y a apposé son sceau corporatif à Chicoutimi ce 09e jour de juillet 2018.



Signature (témoin)


 ISSAM AYADI

Nom du témoin (en lettre majuscules)



Adresse du témoin

DÉBITEUR PRINCIPAL



Signature (débiteur principal)

Hichem Miloudi

Nom du représentant autorisé

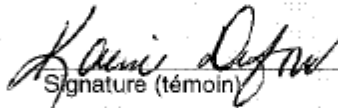
Président

Qualité ou fonction du représentant

500, Gouin est Montréal Qc H3L 3R9

Adresse du débiteur principal

**CAUTION
L'UNIQUE ASSURANCES GÉNÉRALES INC.**



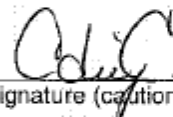
Signature (témoin)

KARINE DUFOUR

Nom du témoin (en lettre majuscules)

31, Racine est Chicoutimi Qc G7J 1 E4

Adresse du témoin



Signature (caution)

ANDRÉE CYR

Nom du représentant autorisé

Mandataire

Qualité ou fonction du représentant

625, rue Jacques-Parizeau, C.P. 17050, Québec
(Québec) G1K 0E1

Adresse de la caution