



UNDERTAKING

Pursuant to Section 154 of the *Business Practices and Consumer Protection Act*

THIS UNDERTAKING is made with an effective date of November 2, 2018

Between

Loan Express Corp. ("The Respondent")

And

**The Director of the
Business Practices and Consumer Protection Authority of British Columbia (the "Director")**

WHEREAS:

- A. Having regards to payday loans within the meaning of the *Business Practices and Consumer Protection Act* (the "Act") and the Payday Loans Regulation (the "PLR");
- B. The Respondent is licensed to operate as a payday lender at #09 600 MacKenzie Blvd, MacKenzie in the province of British Columbia;
- C. For the purposes of this Undertaking, "representation" has the same meaning as defined under section 4(1) of the Act;
- D. In December of 2017, the Respondent did execute payday loan agreements with borrowers;
- E. An Inspection ("the Inspection") was conducted by a Consumer Protection BC Inspector ("the Inspector") from September 17, 2018.
- F. The Director received a Report to the Director (the "Report") from the Inspector that alleged:

[1] The Respondent breached 5(1) of the Act when it represented loans entered into with borrowers as being payday loans, when in actuality, the loans were not payday loans.

- G. In accordance with Section 154(3) of the Act, the Director wishes to terminate the proceedings commenced against the Respondent in respect of the Report upon acceptance of this Undertaking.

NOW THEREFORE the Respondent undertakes, acknowledges, and agrees with the Director:

- [1] The Respondent will credit to the benefit of borrowers, whether by waiver or refund, any amount of what the representations purported to be permissible charges collected or associated with loan agreements executed between the Respondent borrowers from December 2017, where representations used to execute the agreements referred to loans as payday loans if, in fact, they were not.
- [2] For borrowers who do not have current repayment amounts outstanding with the lender, the Respondent will contact the borrowers to arrange for reimbursement of the permissible charges associated with the loans described in item [1].
- [3] By December 31, 2018, the Respondent will provide Consumer Protection BC, with an accounting of all cost of credit waiver or refunds to borrowers as applicable to the circumstance in item [1]. The accounting to include: the customer ID; borrower's name; loan identifier and date and; the amount credited to the borrower's benefit.
- [4] That it will pay to Consumer Protection BC any amount not credited the benefit or refunded ["the unclaimed amount"] to, borrowers identified in items [1] of this Undertaking.
- [5] The unclaimed amount will be held for a period of six months, during which period, it may be drawn down to satisfy any claims made by borrowers who can substantiate they were or, should have been included in the persons eligible for credit of amounts paid as permissible charges for loans identified in items [1] of this Undertaking. The form, process, adjudication, and payment of claims made related to the unclaimed amount will be solely at the discretion of the Director. Any amounts remaining at the end of the six-month period will be paid by Consumer Protection BC to the Consumer Advancement Fund administered by Consumer Protection BC.
- [6] Unless a loan issued by the Respondent is a payday loan as defined under section 112.01 of the Act, the Respondent will not represent that loan as being a payday loan.
- [7] The Respondent not make any amendment to a payday loan agreement that does not comply with the requirements of the Act or PLR.
- [8] The Respondent will reimburse Consumer Protection BC full costs of the Inspection of \$717.28 within 7 days of this Undertaking.
- [9] That this Undertaking is binding on the Respondent until such time as it is either terminated in writing by the Director or terminated by order of the Supreme Court of British Columbia.
- [10] That in addition to rendering the Respondent liable to further penalties and proceedings as provided for under the Act, it is an offence under the Act to fail to comply with any part of this undertaking that has not been previously terminated.

[11] That any communication with the Director in connection with this Undertaking shall be made to the following:

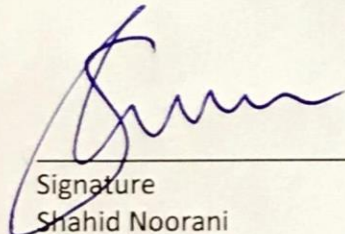
Shahid Noorani
Vice President, Regulatory Services
Consumer Protection BC
200 – 4946 Canada Way
Burnaby, British Columbia V5G 4H7

And in the case of the Respondent to the following address:


#09 600 MacKenzie Blvd, MacKenzie BC V0J2C0

Unless another address for delivery is given to the other party, in writing, by either the Director or the Respondent.

DATED this 1st day of November, 2018



Signature
Shahid Noorani
Vice President, Regulatory Services
Consumer Protection BC



Duly Authorized signatory of Loan Express Corp.