



DAS LEGAL PROTECTION INSURANCE POLICY

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DAS Legal Protection Insurance Policy

DAS Legal Protection Insurance Company Limited
390 Bay Street, Suite 1610, Toronto, Ontario M5H 2Y2

Welcome to **your** DAS Legal Protection Insurance Policy. **You**, and any other person insured under this policy, are now protected by a Canadian member company of the leading global legal expense insurance group.

Making a claim

Please contact **us** as soon as practicable following an insured event, and in no event later than 120 days after the **date of occurrence** of the insured event.

Please note that we will not pay for any costs you may incur before we have accepted your claim, even if we later accept the claim.

You may report a claim to **us** by mail at **our** Head Office address: 390 Bay Street, Suite 1610, Toronto, Ontario M5H 2Y2 or by telephone at **1-855-853-2288**.

We will then advise **you** on next steps.

Agreement

In return for payment of the premium, **we** will provide the insurance described in this policy subject to the policy terms, definitions, conditions, exclusions and limitations set out in this policy and the Certificate of Insurance, provided that:

1. the claim has **reasonable prospects** of success; and
2. the **date of occurrence** of the insured event happens within the period **we** have agreed to cover an **insured person**; and
3. the insured event occurs within the **territorial limit** and any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **territorial limit**.

We will pay **legal costs** incurred in making or defending an appeal, as long as:

- the matter being appealed was previously accepted as a claim under this policy,
- the **insured person** tells **us** within the time limits allowed to file an appeal that they want to appeal (and within reasonable time to allow for the filing of all necessary documents for an appeal), and
- **we** agree there are **reasonable prospects** of success.

The policy, together with the Certificate of Insurance and any endorsement, and incorporating the application and any information **you** have provided, forms the contract of insurance between **you** and **us**.

Insured events – CAA Legal Coverage

1. Property protection	
What is covered	What is not covered
<p>We will pay an insured person’s legal costs to pursue their legal rights in a civil action relating to physical property (including the insured person’s principal home and any recreational home shown in the Certificate of Insurance) which they own or are legally responsible for following</p> <ol style="list-style-type: none"> an event which causes physical damage to such property provided that the amount in dispute exceeds \$250 a legal nuisance (meaning any unlawful interference with the insured person’s use or enjoyment of their land, or some right over, or in connection with it) a trespass. 	<p>Any claim relating to any of the following:</p> <ol style="list-style-type: none"> a contract entered into by the insured person any building or land other than the insured person’s principal or recreational home someone legally taking the insured person’s physical property from them, whether the insured person is offered money or not, or restrictions or controls placed on the insured person’s physical property by any governmental, quasigovernmental or public or local authority work done by, or on behalf of, any governmental, quasi-governmental or public or local authority, unless the claim is for accidental physical damage the first \$500 in legal costs of any claim for legal nuisance or trespass. This is payable to us as soon as we accept the claim a motor vehicle mining, subsidence, heave or landslide defending an insured person’s legal rights, other than in defending a counter-claim.

2. Contract disputes

What is covered	What is not covered
<p>1. We will pay an insured person's legal costs to pursue or defend their legal rights in a dispute relating to an agreement or an alleged agreement which the insured person has entered into for</p> <ul style="list-style-type: none"> (i) buying or selling goods (including the purchase, sale, rental, lease, service, repair, testing or cleaning of an automobile or its spare parts or accessories); and (ii) obtaining services. <p>2. We will pay an insured person's legal costs arising from a dispute with a leasing company regarding the amounts due under a lease in respect of the automobile in the event that it is declared a total loss by the insured person's own automobile insurer following a collision.</p> <p><i>Provided that the amount in dispute exceeds \$350.</i></p>	<ul style="list-style-type: none"> (a) Any claim relating to a contract regarding an insured person's trade, profession, occupation, employment or any business venture. (b) Any claim relating to construction work, or designing or structurally renovating any building where the amount in dispute exceeds \$10,000. (c) Any claim relating to the coverage available under, the interpretation of, or a settlement under, any part or provision of any insurance policy or service contract issued to you by or through CAA or any subsidiary or affiliated entity. For any other insurance policy, we will not cover any claim relating to the settlement payable under an insurance policy (we will cover a dispute arising from the insured person's insurer refusing their claim, but not a dispute over the amount of the claim). (d) Any claim relating to a dispute arising from any loan, mortgage, pension, investment, borrowing or any other financial product (other than described under (c) above). (e) Any claim relating to a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, we will cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement. (f) Any claim relating to a recreational vehicle.

3. Bodily injury

What is covered	What is not covered
<p>We will pay an insured person's legal costs to pursue their legal rights following a specific or sudden accident which causes their death, illness or bodily injury.</p>	<p>Any claim relating to any of the following:</p> <ul style="list-style-type: none"> (a) a dispute with any provincial workers' compensation board (b) psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury to an insured person (c) surgical, clinical or medical negligence (d) death, illness or bodily injury arising from <ul style="list-style-type: none"> (i) an insured person's ownership, use or operation of a motor vehicle; or (ii) an insured person being a passenger in a motor vehicle (e) defending an insured person's legal rights, other than in defending a counter-claim.

4. Tax protection

What is covered	What is not covered
<p>We will pay an insured person's legal costs in respect of a tax appeal or a tax audit relating to their personal tax affairs.</p> <p><i>Provided that the insured person has taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed.</i></p>	<ul style="list-style-type: none"> (a) For a tax audit, the first \$500 in legal costs. This is payable to us as soon as we accept the claim. (b) For a tax audit or a tax appeal, any amount in excess of \$10,000 in legal costs in respect of each claim. (c) The tax affairs of a corporation, or if the insured person is carrying on business, involved in a business partnership, or otherwise self-employed, the tax affairs relating to such activities. (d) Any claim arising from a tax avoidance scheme, arrangement, or plan of any kind. (e) Any claim arising from an investigation or enquiry by the CRA into alleged gross negligence, dishonesty or criminal offences.

Insured events – CAA Legal Plus Coverage

1. Employment disputes	
What is covered	What is not covered
<p>We will pay an insured person’s legal costs to pursue or defend their legal rights in a dispute relating to their contract of employment or future employment.</p>	<ul style="list-style-type: none"> (a) Any claim relating to employers’ disciplinary hearings or internal grievance procedures. (b) Any claim relating to a dispute (other than described under (c) below) where the cause of action arises within the first 30 days of inception of this policy. (c) Any claim relating to lay-off or job elimination within the first 90 days of inception of this policy. (d) Any claim relating solely to death, illness or bodily injury.

2. Employee legal defence	
What is covered	What is not covered
<p>We will pay an insured person’s legal costs to defend their legal rights in relation to being prosecuted for an alleged criminal offence arising from their work as an employee.</p>	<p>Any offence relating to an insured person being prosecuted for a breach of highway traffic laws or regulations in connection with the ownership, use or operation of a motor vehicle.</p>

Telephone legal advice

We will provide **you** and any other **insured person** access to a legal advice helpline through which **you** or they can receive confidential general legal advice and information over the phone relating to any personal legal or tax problem to help determine legal rights and options under the provincial laws of the applicable province and the federal laws of Canada. The advice lawyer cannot provide case specific research or review documents.

We will provide this service between the hours of 8am and midnight, local time, 7 days a week. In addition, **we** will facilitate access to a lawyer twenty-four hours a day, 7 days a week, in emergency situations. Calls to this service may be recorded.

To contact this service call 1-855-853-2288.

We will not accept responsibility if the advice service is unavailable for reasons **we** cannot control.

Definitions

The following definitions apply wherever these words or phrases appear in bold in the policy.

Appointed representative

The lawyer, accountant or other suitably qualified person appointed by **us** on behalf of the **insured person** to act for an **insured person**.

Automobile

1. Any motorized vehicle (except a **recreational vehicle**) up to 4,500kg gross weight shown in the Certificate of Insurance and owned or leased by **you**, or **your** spouse or civil partner or any son or daughter, normally living with **you**, or
2. any motorized vehicle (except a **recreational vehicle**) up to 4,500kg gross weight rented to **you**, or **your** spouse or civil partner or any son or daughter, normally living with **you**, provided that the rental period does not exceed 30 days, or
3. any newly acquired, additional or temporary substitute motorized vehicle (except a **recreational vehicle**) up to 4,500kg gross weight which is owned or leased by **you**, or **your** spouse or civil partner or any son or daughter, normally living with **you**, for a period not exceeding 30 days of their taking possession of the vehicle, or
4. any trailer attached to any motorized vehicle as described under **1.** to **3.** above

CAA

Canadian Automobile Association

Date of occurrence

1. For civil cases: the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.
2. For criminal cases: the date of the incident, or the earliest date in a series of related incidents, for which an **insured person** is charged with a criminal offence.
3. For a **tax appeal**: when the Canada Revenue Agency ("CRA") or a provincial tax authority first issues the **insured person** a notice of assessment, reassessment or determination with which the **insured person** disagrees.
4. For a **tax audit**: when the CRA or a provincial tax authority first contacts the **insured person** in relation to commencing an audit.

The insured event must occur within the period **we** have agreed to cover the **insured person**.

Insured person

You, or **your** spouse or civil partner or any son or daughter, normally living with **you**. Anyone claiming under this policy must have **your** agreement to claim.

Legal costs

In respect of the insured events described in this policy:

1. all reasonable and necessary costs incurred by the **appointed representative**, including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports
2. the costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with **our** agreement
3. the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of \$500 per **insured person** per day, and \$10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing.

Reasonable prospects

For civil cases **reasonable prospects** means that **we** agree that it is always more likely than not that an **insured person** will recover losses or damages (or obtain other legal remedy which **we** have agreed to) or make a successful defence.

For appeals relating to any insured event, **reasonable prospects** means that **we** agree that it is always more likely than not that the appeal will be successful.

Recreational vehicle

Includes the following motorized vehicles that are owned, used or operated by an **insured person** for personal use only:

1. Boats and watercraft;
2. All terrain and off-road vehicles;
3. Snowmobiles or motorized snow vehicles;
4. Non-street sport motorcycles including off-road and dirt bikes;
5. Self-propelled / motor homes; and
6. Any other motorized vehicle similar to those described herein.

Tax appeal

An appeal regarding an assessment, reassessment or determination made by the CRA or a provincial tax authority, including an administrative appeal to the CRA or a provincial tax authority and an appeal to the Tax Court of Canada or a superior court of a province.

Tax audit

An inspection and verification by the CRA or a provincial tax authority of the **insured person's** financial accounting records to determine whether or not they have paid the correct amount of tax.

Territorial limit

Canada.

We, us, our

DAS Legal Protection Insurance Company Limited who underwrite the insurance under this policy.

You, your

The policyholder shown in the Certificate of Insurance.

Limit of indemnity under this policy

In respect of **legal costs** related to all claims resulting from one or more events arising at the same time or from the same originating cause, **we** will pay up to \$50,000.

Subject to the above, in any twelve-month period of insurance, the first of which commences on the inception date of this policy, **we** will pay in aggregate, **legal costs** of no more than \$250,000 in respect of all claims that arise in that period of insurance that result from different originating causes.

General exclusions

This insurance does not apply to:

1. Claims against CAA

Any claim against **CAA**, its employees or any of its agents, subsidiaries or affiliated entities.

2. Wilful acts

Any claim resulting from an act which is wilfully committed, and the results of which are consciously intended, by an **insured person**.

3. Late reported claims

A claim reported to **us** more than 120 days after the **date of occurrence**.

4. Costs not agreed with us

Legal costs incurred before **our** written agreement to pay them.

5. Contingency fee agreements

Any **legal costs** arising as a consequence of a contingency fee agreement.

6. Disputes with any governmental or public body

Any **legal costs** relating to a review or dispute regarding the lawfulness of any decision or action of any federal or provincial governmental or quasi – governmental body, or any other local or public authority, other than in relation to an accepted claim in respect of any event insured under this policy.

7. Class action proceedings

Any claim where an **insured person** is a party to a legal action brought under applicable class proceedings legislation.

8. Costs awarded outside of Canada

Any **legal costs** awarded in any jurisdiction outside of Canada.

9. Damages, fines and penalties

Damages, fines, penalties, compensation or restitution orders which the **insured person** is ordered to pay by a court or other authority and any costs awarded in criminal or statutory proceedings.

10. Legal action not agreed with us

Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to or where an **insured person** does anything that hinders **us** or the **appointed representative**.

11. Disputes with DAS

Any dispute with **us** not otherwise dealt with under **General condition 9. Disputes over reasonable prospects for a claim**.

12. Fraudulent claims

Any claim which is fraudulent, exaggerated or dishonest.

13. Claims under this policy by a third party

Apart from **us**, only an **insured person** may enforce all or any part of this policy and the rights and interests arising from or connected with it.

14. Nuclear, war, terrorism and pollution or contamination risks

Any claim caused by, contributed to, or arising from any of the following:

- (a) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- (b) an event which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;
- (c) terrorism or a decision of a government agency or other entity to prevent, respond to or terminate terrorism;
- (d) pollution or contamination.

15. Defamation

A claim relating to written or oral remarks which damage an **insured person's** reputation.

General conditions

1. Observance of policy terms

The **insured person** must:

- (a) comply with the terms and conditions of this policy;
- (b) notify **us** immediately of any change in circumstance which may materially affect **our** assessment of the risk;
- (c) take reasonable steps to avoid and prevent claims;
- (d) take reasonable steps to avoid incurring unnecessary costs;
- (e) send everything **we** reasonably ask for in writing;
- (f) report to **us** full and factual details of any claim as soon as practicable and give **us** any information **we** reasonably need.

2. Notice of Insured Event

The **insured person** shall notify **us** of any insured event which may give rise to coverage, as soon as they become aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to coverage shall be forfeited by the person insured where such non-compliance has caused prejudice to **us**.

3. Conduct and control of claim

- (a) If it is necessary to take legal proceedings, including a **tax appeal**, an **appointed representative** will be appointed by **us** on behalf of the **insured person** in accordance with **our** standard terms of appointment and will be retained by the **insured person**.
- (b) Where **we** have agreements with more than one law firm with respect to a specialty, the **insured person** may select their **appointed representative** from that panel of law firms.
- (c) The **insured person** must cooperate reasonably with **us** and with the **appointed representative** and must keep **us** up-to-date regarding the progress of the claim.
- (d) The **insured person** must give the **appointed representative** any instructions that **we** reasonably require.

4. Consent to access information

The **insured person** will provide written consent, at the commencement of the retainer of the **appointed representative**, permitting the **appointed representative**, at **our** reasonable request, to give **us**, or **our** reinsurers, actuaries or auditors, or any regulatory authority or its agents, to the extent required by law, access to all correspondence, documents and records in the **appointed representative's** possession or control which are relevant to the matter. This consent will include permission to deliver up all such documents or copies of all such documents at **our** reasonable request.

5. Offers to settle a claim

- (a) The **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to a settlement without **our** written consent, not to be unreasonably withheld.
- (b) If the **insured person** does not accept an offer **we**, based on the advice of the **appointed representative**, consider reasonable to settle a claim, **we** may refuse to pay further **legal costs**.
- (c) **We** reserve the right to pay the **insured person** the reasonable amount of damages that the **insured person** is claiming, or that is being claimed against them, or negotiate a reasonable settlement of any claim, instead of starting or continuing legal proceedings. In these circumstances the **insured person** must allow **us** to take over and conduct in their name the pursuit or settlement of any claim. The **insured person** will also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other party and must give **us** all information and assistance required.

6. Withdrawal of coverage

If an **insured person** settles or negotiates a claim without **our** consent, not to be unreasonably withheld, or withdraws a claim without **our** consent, not to be unreasonably withheld, or does not give to the **appointed representative** any instructions that **we** reasonably require, **we** can withdraw coverage and will be entitled to reclaim from the **insured person** any **legal costs** **we** have paid.

7. Assessment and recovery of costs

- (a) The **insured person** must instruct the **appointed representative** to have **legal costs** taxed, assessed or audited if **we** ask for this.
- (b) The **insured person** must take every reasonable step to recover **legal costs** that **we** have to pay and must pay **us** any amounts that are recovered.
- (c) Where a settlement is made on a without costs basis the **appointed representative** will determine what proportion of that settlement will be deemed **legal costs** and payable to or by **us**.

8. Cancellation of a representative's appointment

If the **appointed representative** refuses to continue acting for the **insured person** with good reason, or if the **insured person** dismisses the **appointed representative** without good reason, the coverage **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

9. Disputes over reasonable prospects for a claim

If there is a dispute between an **insured person** and **us** over **reasonable prospects**, the **insured person** may obtain, at their expense, an opinion, from a lawyer mutually agreed to by the **insured person** and **us**, on the merits of a claim or proceedings. If the lawyer's opinion indicates that **reasonable prospects** exist, **we** will reimburse the reasonable cost of obtaining the opinion.

10. Complaint handling

If **you** are not satisfied with any aspect of **our** service, please write to **us** at DAS Legal Protection Insurance Company Limited, 390 Bay Street, Suite 1610, Toronto, Ontario M5H 2Y2. Alternatively **you** can telephone **us** at **1-888-5-TALKODAS (1-888-582-5586)** or email **us** at customerrelations@das.ca.

If **you** are still not happy, **you** can contact the General Insurance OmbudService (GIO). The GIO is an independent organization which exists to help resolve problems between individuals and their insurance providers. The GIO's services are available free of charge to the customer and the GIO can be contacted by telephone (toll-free number 1-877-225-0446), or through their website at www.giocanada.org. The GIO should be contacted only **you** have first tried to resolve the issue directly with **us**.

If **you** are a resident of Quebec and **you** are not satisfied with the resolution offered by **us**, **you** may request that **we** send a copy of **your** file to the *Autorité des marchés financiers (AMF)*, which will assess the complaint and, if necessary, offer mediation services between **you** and **us**. The *AMF* does not pay any monetary compensation with regard to consumer claims, other than cases covered under its protection and compensation programs. Additional information regarding the *AMF* complaint process can be obtained at <http://www.lautorite.qc.ca/en/file-complaint-conso.html> or toll free at 1-877-525-0337.

11. Termination of policy

(a) The premium for this policy is at a preferred rate for **CAA** clients. Once paid, the premium for this policy is fully earned and in the event this policy is terminated by **you** prior to its termination date, no portion of the premium will be refunded.

(b) **We** can cancel this policy at any time by giving **you** 15 days' notice of cancellation by registered mail or 5 days' written notice personally delivered. **We** will refund any premium paid which exceeds **our** pro-rata premium for the time **you** were insured.

12. Other insurance

We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

13. Applicable law

This policy will be governed, interpreted and enforced in accordance with the laws of the province of where this policy was issued and the federal laws of Canada.

14. Currency

All of the dollar limits described in this policy are in Canadian funds.

15. Action against us

Any action or proceeding against **us** for the recovery of any claim under this policy is absolutely barred unless commenced within two years of the cause of action against **us** arising, or prior to the expiry of the applicable limitation period in the province where this policy was issued, whichever is earlier. Any such action or proceeding shall be held in the province where this policy was issued and in accordance with its laws and the federal laws of Canada.

16. Communication with us

The **insured person** can communicate with **us** by telephone, mail or email. New claims may also be reported to **us** by mail or telephone.

DAS Legal Protection Insurance Company Limited
390 Bay Street, Suite 1610, Toronto ON M5H 2Y2

www.das.ca

Telephone: 416-342-5400 or 1-888-5-talktodas (1-888-582-5586)

Customer Legal Advice and Claims: 1-855-853-2288

If you have any other questions about your policy, please contact your local CAA Insurance Agent or Broker.^{97 (09/15)}