DASbusiness
Legal Protection Insurance Policy
Welcome to your DASbusiness 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 1-877-8-DASLEGAL (1-877-832-7534).

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 policy coverage summary page, 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.

Except where stated otherwise, 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 policy coverage summary page and any endorsement, and incorporating the application and any information you have provided, forms the contract of insurance between you and us.

Insured event

<table>
<thead>
<tr>
<th>Human rights complaints</th>
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<tbody>
<tr>
<td>What is covered</td>
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<tr>
<td>At your request, we will pay legal costs defend an insured person's legal rights following a complaint made to the Canadian Human Rights Commission or the provincial or territorial equivalent.</td>
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Telephone legal advice

We will provide you access to a legal advice helpline through which you can receive confidential general legal advice and information over the phone relating to any commercial legal or tax problem affecting your business to help determine legal rights and options under the 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 1-877-8-DASLEGAL (1-877-832-7534).

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 or other suitably qualified person appointed by us on behalf of the insured person to act for an insured person.

Date of occurrence
The date of the event which triggers a complaint to the Canadian Human Rights Commission, or the provincial or territorial equivalent. This event must occur within the period we have agreed to cover the insured person.

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.

Insured person
You and your directors, officers, partners, managers and employees. 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.

Territorial limit
Canada.

We, us, our
DAS Legal Protection Insurance Company Limited.

You, your
The policyholder noted in the policy coverage summary page.
Limit of indemnity under this policy

We will pay up to the limit of indemnity shown in the policy coverage summary page 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.

Subject to the above, we will pay, in aggregate, legal costs of no more than the aggregate limit shown in the policy coverage summary page 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. **Events not connected with your business**
   Any event not arising in connection with the business shown in your policy coverage summary page.

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. Bankruptcy of policyholder
Any matter or claim if, at any time:

(a) you are declared bankrupt, placed into receivership, are in the process of being wound-up or if any part of your affairs or property is in liquidation;

(b) you have made a proposal, petition, filing or arrangement for the benefit of any creditor or creditors;

(c) a creditor seeks to have you placed into bankruptcy, declared insolvent, liquidated or be wound–up;

(d) any of your property is placed under the care or control of a trustee, receiver or administrator.

16. Intellectual property disputes
Disputes about patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

17. Agency agreement disputes
Any claim relating to rights under a franchise or agency agreement entered into by you.

18. Shareholding or partnership disputes
Disputes about a shareholding or partnership interest in you unless such shareholding or partnership interest was acquired under a plan open to all of your employees or a substantial number of them.
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 he becomes 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, 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 pay 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-TALKTODAS (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 after the **insured person** has 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) You can cancel this policy at any time by giving us written notice of cancellation and we will refund any premium paid which exceeds our pro-rata premium for the time you were insured.

(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 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 after the date of occurrence, 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, or via our website.