



YOUR ACCESS TO JUSTICE

***DASbusiness***

Legal Protection Insurance Policy

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# DASbusiness Legal Protection Insurance Policy

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

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

Human rights complaints	
What is covered	What is not covered
At <b>your</b> request, <b>we</b> will pay <b>legal costs</b> defend an <b>insured person's</b> legal rights following a complaint made to the Canadian Human Rights Commission or the provincial or territorial equivalent.	Any claim relating to a complaint received by the Canadian Human Rights Commission, or the provincial or territorial equivalent, in respect of a matter not connected with <b>your</b> business.

## 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](mailto: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](http://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.

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### DAS Legal Protection Insurance Company Limited

390 Bay Street, Suite 1610, Toronto ON M5H 2Y2

[www.das.ca](http://www.das.ca)

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

Customer Legal Advice and Claims: 1-877-8-DASLEGAL (1-877-832-7534)

**If you have any other questions about your policy, please contact your broker.**