



YOUR ACCESS TO JUSTICE

DAS Canada

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 **1-877-8-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, if it is an appeal relating to an insured event, has **reasonable prospects** of success; and
2. the **date of occurrence** of the insured event happens within the period **we** have agreed to cover **you**; 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**.

For all insured events for which **we** have accepted a claim under this policy, **we** will also pay **legal costs** incurred in making or defending an appeal, as long as **you** tell **us** within the time limits allowed to file an appeal that **you** 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 events

1. Firearm offences	
What is covered	What is not covered
We will pay your legal costs to defend your legal rights in relation to your being prosecuted for an offence arising out of the use, storage, display, transportation or handling of a firearm.	Any offence relating to (a) the commission, alleged commission or intent to commit any crime (other than an offence under sections 86 (Careless use of a firearm), 91 (Unauthorized possession of a firearm), 92 (Possession of a firearm knowing its possession is unauthorized), 94 (Unauthorized possession in a motor vehicle), or 105 (Losing or finding) of the Criminal Code of Canada) unless you were acting in your self-defense, the defense of a person under your protection or in defense of your property; (b) your trade, profession, occupation, employment or any business venture; (c) a prohibited firearm or a restricted firearm if you did not at the date of occurrence have a valid licence for the said firearm; (d) a failure to register a firearm with any government or regulatory agency if required by law to do so; (e) a weapon that is not a firearm; or (f) a firearm obtained or allegedly obtained through the commission of an offence.

2. Firearm licensing	
What is covered	What is not covered
We will pay your legal costs to represent you in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing, regulatory or judicial authority suspending, revoking, or altering the terms of, or refusing to renew, or cancelling your firearm licence.	(a) Any claim relating to an original application for a firearm licence. (b) The cost of applying for the renewal of a firearm licence.

Telephone legal advice

We will provide **you** with access to a legal advice helpline through which **you** can receive confidential general legal advice and information over the phone relating to any personal legal 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 1-877-8-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 **your** behalf.

Date of occurrence

1. For an offence: the date of the incident, or the earliest date in a series of related incidents, for which **you are** charged with an offence.
2. For licence appeals: when **you** were first informed by the relevant licensing or regulatory authority of their proposal to review, suspend, alter the terms of, refuse to renew or cancel **your** licence.

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

Handgun

A firearm that is designed, altered or intended to be aimed and fired by the action of one hand, whether or not it has been redesigned or subsequently altered to be aimed and fired by the action of both hands;

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. **your** net salary or wages, that are not otherwise payable or recoverable, for the time that **you** 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 day, and \$10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing.

Prohibited firearm

- (a) a **handgun** that
 - (i) has a barrel equal to or less than 105 mm in length, or
 - (ii) is designed or adapted to discharge a 25 or 32 calibre cartridge,but does not include any such **handgun** that is prescribed, where the **handgun** is for use in international sporting competitions governed by the rules of the International Shooting Union;
- (b) a firearm that is adapted from a rifle or shotgun, whether by sawing, cutting or any other alteration, and that, as so adapted,
 - (i) is less than 660 mm in length, or
 - (ii) is 660 mm or greater in length and has a barrel less than 457 mm in length,
- (c) an automatic firearm, whether or not it has been altered to discharge only one projectile with one pressure of the trigger, or
- (d) any firearm that is prescribed by the laws of Canada or the province where this policy is issued to be a **prohibited firearm**;

Reasonable prospects

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.

Restricted firearm

- (a) a **handgun** that is not a **prohibited firearm**,
- (b) a firearm that
 - (i) is not a **prohibited firearm**,
 - (ii) has a barrel less than 470 mm in length, and
 - (iii) is capable of discharging centre-fire ammunition in a semi-automatic manner,
- (c) a firearm that is designed or adapted to be fired when reduced to a length of less than 660 mm by folding, telescoping or otherwise, or
- (d) a firearm of any other kind that is prescribed by the laws of Canada or the province where this policy is issued to be a **restricted firearm**;

Territorial limit

Canada.

We, us, our

DAS Legal Protection Insurance Company Limited.

You, your

The policyholder shown in the policy coverage summary page provided they possess a valid Canadian firearms licence.

Limit of indemnity under this policy

Except where a lower limit is specifically stated otherwise in 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, 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 five times the limit of indemnity 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. **Wilful acts**
Any claim resulting from an act which is wilfully committed, and the results of which are consciously intended, by **you**.
2. **Late reported claims**
A claim reported to **us** more than 120 days after the **date of occurrence**.
3. **Costs not agreed with us**
Legal costs incurred before **our** written agreement to pay them.
4. **Contingency fee agreements**
Any **legal costs** arising as a consequence of a contingency fee agreement.
5. **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.
6. **Class action proceedings**
Any claim where **you** are a party to a legal action brought under applicable class proceedings legislation.
7. **Costs awarded outside of Canada**
Any **legal costs** awarded in any jurisdiction outside of Canada.
8. **Damages, fines and penalties**
Damages, fines, penalties, compensation or restitution orders which **you** are ordered to pay by a court or other authority and any costs awarded in criminal or statutory proceedings.
9. **Legal action not agreed with us**
Legal action **you** take which **we** or the **appointed representative** have not agreed to or where **you** do anything that hinders **us** or the **appointed representative**.
10. **Disputes with DAS**
Any dispute with **us** not otherwise dealt with under **General condition 8. Disputes over reasonable prospects for a claim**.
11. **Fraudulent claims**
Any claim which is fraudulent, exaggerated or dishonest.

12. Claims under this policy by a third party

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

13. 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.

14. Defamation

A claim relating to written or oral remarks which damage **your** reputation.

General conditions

1. Observance of policy terms

You 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. Conduct and control of claim

- (a) If it is necessary to take legal proceedings, an **appointed representative** will be appointed by **us** (subject to (b) below) on behalf of **you** in accordance with **our** standard terms of appointment and will be retained by **you**.
- (b) **You** may select **your appointed representative** from a panel of lawyers or other suitably qualified persons approved by **us**.
- (c) **You** must cooperate reasonably with **us** and with the **appointed representative** and must keep **us** up-to-date regarding the progress of the claim.
- (d) **You** must give the **appointed representative** any instructions that **we** reasonably require.

3. Consent to access information

You 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.

4. Offers to settle a claim

- (a) **You** 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 **you** do 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 **you** the reasonable amount of damages that **you** are claiming, or that is being claimed against **you**, or negotiate a reasonable settlement of any claim, instead of starting or continuing legal proceedings. In these circumstances **you** must allow **us** to take over and conduct in their name the pursuit or settlement of any claim. **You** 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.

5. Withdrawal of coverage

If **you** settle or negotiate 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 **you** any **legal costs** **we** have paid.

6. Assessment and recovery of costs

- (a) **You** must instruct the **appointed representative** to have **legal costs** taxed, assessed or audited if **we** ask for this.
- (b) **You** 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**.

7. Cancellation of a representative's appointment

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

8. Disputes over reasonable prospects for a claim

If there is a dispute between **you** and **us** over **reasonable prospects**, **you** may obtain, at **your** expense, an opinion, from a lawyer mutually agreed to by **you** 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.

9. 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 **you** have first tried to resolve the issue directly with **us**.

10. Continuation of policy

On payment of the premium due, this policy will continue until terminated by either **you** or **us**. **We** reserve the right, from time to time, to vary the premium, policy terms, conditions and exclusions but **we** will notify **you** of any changes at least 30 days before doing so.

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 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 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

You 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.

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: 1-877-8-DASLEGAL (1-877-832-7534)

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

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