

**Legal Expense Insurance
Policy Declaration Page**



**ARAG Personal Legal Solutions
Policy Number: 11142**

This document certifies that insurance has been effected under Policy Number 11142 provided by the **Insurer** HDI Global Specialty SE (HDI). ARAG Legal Solutions Inc. (ARAG) acts as insurance manager and has the authority to issue this insurance policy and administer claims on behalf of HDI. ARAG is not an insurance company and does not provide coverages with respect to this policy.

Policy Declaration Page Number	GRP0011142		
Policyholder	Members of the British Columbia Association of School Business Officials		
Address	208-1118 Homer Street, Vancouver, BC V6B 6L5		
Premium	\$26,814.00		
Policy Term	September 1st, 2024 To September 1st, 2025 12:01 A.M. Standard Time at the address of the Policyholder as stated herein		
	Insured Event/Service	Limit of Indemnity Per Claim/Maximum Usage	Deductible
	Employment Disputes	\$100,000	Nil
	Contract Disputes	\$100,000	Nil
	Tenancy Disputes	\$100,000	Nil
	Total Loss Valuation Disputes	\$100,000	Nil
	Driver's Licence Protection	\$100,000	Nil
	Legal Defence	\$100,000	Nil
	Bodily Injury	\$100,000	Nil
	Property Protection	\$100,000	\$500*
	Tax Protection	\$100,000	Nil
	Legal Helpline	Unlimited	Nil
	Legal Document Review	12 per year	Nil
	Simple Legal Letter Drafting	12 per year	Nil
	Legal Document Centre	Unlimited	Nil
	Emotional Support Assistance	Unlimited	Nil
	Identity Theft Protection Assistance	Unlimited	Nil
	*The \$500 deductible only applies to disputes related to Nuisance and Trespass and in which it is required to appoint an appointed representative.		
Aggregate Limit Per Annual Period	\$500,000	Coverage Form	Occurrence Basis
Insurer	HDI Global Specialty SE	Interest	100%

All Other Terms and Conditions Remain Unchanged

Dated this 9 of September, 2024



Legal Services

1. Legal Helpline

We will provide **you** access to a Legal Helpline through which **you** can receive confidential general legal assistance and information over the phone relating to any legal problem to help determine **your** legal rights and options under the laws of the applicable province or territory and the federal laws of Canada.

The Legal Helpline is available 24 hours a day, 7 days a week.



For general legal assistance on any matter, please call:

1.866.736.0385

Calls to this service may be recorded. The lawyer cannot provide case specific research or review documents. The helpline cannot provide information in respect of a dispute with **us**, the **Insurer**, or the **Broker**. We will not accept responsibility if the helpline service is unavailable for reasons **we** cannot control.

2. Legal Document Review

A lawyer will review a simple legal document **you** have received and provide **you** with an annotated copy of the document with the lawyer's notes to assist **you** in understanding the general impacts this may have for **you**. **You** must submit the entire document for the lawyer to review, up to 8 pages single sided, and a readable font. This service is not intended to review documents which **you** have drafted.



To submit a legal document for review, please call:

1.866.736.0385

This service includes but is not limited to a letter **you** have received, a contract for goods or services, a residential lease, or a cohabitation agreement.

If a document forms part of an existing claim under **your** legal expense insurance policy, then it is not eligible for this review. If **you** believe that **your** issue may be covered under **your** legal expense insurance policy, please submit it as a claim for assessment before using this service.

This service cannot review any documents which are a part of any ongoing litigation or procedure.



Please note: Legal Document Review service can be accessed a total of twelve (12) times per year.



**Legal Expense Insurance
Policy Declaration Page
Legal Services (continued)**

3. Simple Legal Letter Drafting

A lawyer will draft a simple legal letter for **you** to send. This service is intended to assist **you** with drafting simple documents, such as: demand letters, complaint letters, a travel consent letter for a child, a resignation letter, or a letter to cancel a contract.



**To request a simple legal letter to be drafted, please call:
1.866.736.0385**

This service is not intended for complex legal documents, such as: wills, power of attorney documents, contracts, loan agreements, documents related to the lease of a property, or cohabitation or separation agreements.

This service is not available for issues which are already subject to a claim under **your** legal expense insurance policy. If **you** believe that **your** issue may be covered under **your** legal expense policy, please submit it as a claim for assessment before using this service.

This service cannot be used to draft letters if the issue is part of any ongoing litigation or procedure.



Please note: Simple Legal Letter Writing service can be accessed a total of twelve (12) times per year.

4. Legal Document Centre

You have access to current legal documents, all of which have been drafted by lawyers, and are in the form of guided, customizable templates. One account is available per policyholder.



**To create an account please first visit:
documentcentre.arag.ca**

Then under Step 1: Create an Account, please enter the Customer Code:

5HYluku12n

5. Emotional Support Assistance

We will provide **you** access to Emotional Support Assistance through which **you** can confidentially speak with a professional counsellor about any work or personal issues which may be affecting **you**.

The Emotional Support Assistance is available 7 days a week from 9:00 a.m. to 8:00 p.m. Eastern Standard Time (EST).



To schedule a time to speak with a professional counsellor, please call:
1.866.736.0385

This service is not a crisis helpline. If **you** are experiencing an immediate and serious mental health issue, they should contact the emergency services available through **your** municipal and/or provincial health authority.

6. Identity Theft Protection Assistance

We will provide **you** access to Identity Theft Protection Assistance, where **you** can speak to an identity theft expert. This service can provide **you** with general advice about identity theft and how to protect yourself. If **you** believe **you** have been the victim of identity theft, this service can also provide **you** with direct assistance in restoring **your** identity.

Identity Theft Protection Assistance is available 7 days a week from 9:00 a.m. to 6:00 p.m. Eastern Standard Time (EST).



To schedule a time to speak with an Identify Theft Expert, please call:
1.866.736.0385

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.



You may report a claim to us by:

- Calling the Legal Helpline phone number while **you** are insured under this policy
- Email at claims@arag.ca
- Mail to **our** Head Office address listed on arag.ca

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

Please note:



- That the **Insurer** will not pay for any **legal costs you** incur before **we** have accepted **your** claim, even if **we** later accept the claim.
- This policy contains clauses which may limit the amount payable.

**Legal Expense Insurance
Policy Declaration Page**



Be confident that your legal risks are well managed!

Rest assured when **you** face an unforeseen legal issue, **you** now have access to justice and confidence knowing:

- A Helpline Lawyer is just a phone call away to answer *what are my legal rights and options?*
- **Your** family's budget is protected as legal expenses are covered when **your** claim is accepted
- **You** can save time and focus on what matters most to **you!**

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of HDI Global Specialty SE insurance business in Canada.

ARAG Legal Solutions Inc.
121 King Street W., Suite 2200
Toronto, ON M5H 3T9

Peter Dempster
CEO

Aon Reed Stenhouse Inc.
20 Bay Street, Toronto
Ontario M5J 2N9

Simon Gibson
SVP, Global Leader Legal Expense



Personal Legal Solutions

Legal Expense Insurance Policy

Please read this policy carefully and in full to familiarize yourself with the coverage, terms, and conditions.

This document also outlines:



Legal services access



Making a claim



Complaint handling

If you are unsure about anything in this document, please contact whomever you purchased your policy from.

ARAG Legal Solutions Inc.

121 King Street West, Suite 2200
Toronto, Ontario, M5H 3T9

T| 416.342.5400 or 1.888.582.5586

W| ARAG.ca



Table of Contents

ARAG Personal Legal Solutions Legal Expense Insurance Policy-----2

Legal Services -----3

 1. Legal Helpline-----3

 2. Legal Document Review-----3

 3. Simple Legal Letter Drafting -----5

 4. Legal Document Centre -----5

Additional Support Services -----6

 1. Emotional Support Assistance -----6

 2. Identity Theft Protection Assistance-----6

Making a Claim-----7

Definitions -----7

Agreement-----10

Insured Events-----12

 1. Employment Disputes-----12

 2. Contract Disputes-----12

 3. Tenancy Disputes -----13

 4. Total Loss Valuation Disputes -----14

 5. Driver’s Licence Protection-----14

 6. Legal Defence -----15

 7. Bodily Injury-----15

 8. Property Protection -----16

 9. Tax Protection -----17

Limits of Indemnity under this policy-----17

General Exclusions-----18

Policy Conditions -----20

Statutory Conditions -----23

Privacy Policy -----25

ARAG Personal Legal Solutions

Legal Expense Insurance Policy

ARAG Legal Solutions Inc. (ARAG) acts as the insurance manager and has the authority to issue this insurance policy and administer claims on behalf of **HDI Global Specialty SE. (HDI)**.

This is a Named Perils policy and provides coverage only for the insured events listed within this policy.

Words and phrases in bold have special meaning as defined in the Definitions section.

Legal Services

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Legal Services (continued)

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Additional Support Services

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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.



You may report a claim to us by:

- Calling the Legal Helpline phone number while **you** are insured under this policy
- Email at claims@arag.ca
- Mail to **our** Head Office address listed on arag.ca

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



Please note:

- That the **Insurer** will not pay for any **legal costs you** incur before **we** have accepted **your** claim, even if **we** later accept the claim.
- This policy contains clauses which may limit the amount payable.

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**.

Broker

The company, as identified on the Policy Declaration Page for this policy, which facilitated the purchase of this policy by **you**.

Cannabis

A cannabis plant that belongs to the genus Cannabis, and any other meaning prescribed by **cannabis laws**, not including illicit cannabis.

Cannabis laws

The Cannabis Act, S.C. 2018, c. 16, its regulations, documents incorporated by reference, and amendments thereto, and any related or similar federal, provincial or territorial legislation and regulations.

Contract of employment

Written agreement between the **insured person** and their employer setting out both party's rights, duties and obligations.

Definitions (continued)

A **contract of employment** does not include a collective agreement covering a group of employees who are represented by a union.

Criminal offence

An offence under the Criminal Code of Canada (R.S.C., 1985, c. C-46) or any of its amendments.

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 alleged **criminal offence**, or the earliest date in a series of related alleged **criminal offences**, for which an **insured person** is charged.
3. For a **tax appeal**: when the Canada Revenue Agency (CRA) or a provincial tax authority first issues **you** a notice of assessment, reassessment or determination with which **you** disagree.
4. For a **tax audit**: when the CRA or a provincial tax authority first contacts **you** in relation to commencing an audit.

The insured event must occur within the period the **Insurer** has agreed to cover the **insured person**.

Goods

Any object which is not attached to **real property**, except by its own weight, and can be removed without damage or alterations to the **real property** requiring repair.

Any object which is plugged in and can be removed without any damage or alteration to the **real property**.

Insured person

You, or **your** spouse or common law partner and any relatives or children normally living at the principal residence. This includes dependent students who may temporarily be living away from the principal residence.

Anyone claiming under this policy must have **your** agreement to claim.

Insurer

HDI Global Specialty SE.

Definitions (continued)

Legal costs

In respect of the insured events described in this policy:

1. all reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative** including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports incurred by the **appointed representative**;
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; and
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.

Motor vehicle

Includes an automobile, a motorcycle, a motor assisted bicycle, and any other vehicle propelled or driven otherwise than by muscular power.

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.

Real property

Real property is land, and anything growing on, affixed to, or built upon land. This also includes man-made buildings as well as crops. **Real property** is characterized as property that doesn't move, or that is attached to the land.

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 **your** financial accounting records to determine whether or not **you** have paid the correct amount of tax.

Territorial limit

Canada.

Definitions (continued)

We, us, our

ARAG Legal Solutions Inc. who has been authorized by the **Insurer** to act as the insurance manager for this policy.

You, your

The policyholder shown in the Policy Declaration Page.

Agreement

In return for payment of the premium, and subject to the policy terms, definitions, conditions, exclusions and limitations set out in this policy and the Policy Declaration Page, the **Insurer** will provide insurance for **legal costs** incurred for insured events described in this policy, provided that:

1. The **date of occurrence** of the insured event happens within the period the **Insurer** has agreed to cover an **insured person**; and
2. 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**; and
3. The **legal costs** are incurred after the claim has been accepted by **us**, and are limited to:
 - (a) The reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative**, including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports incurred by the **appointed representative**;
 - (b) 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; and
 - (c) The cost of 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; and
4. **You** have paid the insurance premium specified; and

For civil cases and appeals relating to any insured event, **reasonable prospects** exist for the duration of the claim. Except where stated otherwise, the **Insurer** will not pay **legal costs** incurred with respect to the enforcement of judgments or final orders, or settlement agreements, or minutes of settlement, which may arise in the pursuit or defence of **your** legal rights from an accepted claim under this policy.

Agreement (continued)

Except where stated otherwise, the **Insurer** 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 for the appeal.

The policy, together with the Policy Declaration Page and any endorsement, and incorporating the application and any information **you** have provided, forms the contract of insurance between **you** and the **Insurer**.



Please note: This is not a policy for reimbursement of **legal costs you** have already incurred.

Insured Events

1. Employment Disputes

What Is Covered

The **Insurer** will pay an **insured person's legal costs** to pursue or defend their legal rights in a legal dispute which arises out of, or relates to:

1. their **contract of employment**
2. an alleged breach of their statutory rights under employment legislation
3. an alleged breach of their rights under applicable human rights legislation, as it relates to their employment or future employment.

What Is Not Covered

Any claim relating to:

1. employers' disciplinary hearings or internal grievance procedures.
2. disputes with an **insured person's** union.
3. a dispute (other than described under 4 below) where the **date of occurrence** arises within the first 30 days of inception of this policy.
4. lay-off or job elimination within the first 90 days of inception of this policy.
5. death, illness or bodily injury.
6. a contract for services.

2. Contract Disputes

What Is Covered

1. The **Insurer** will pay an **insured person's legal costs** to pursue or defend their legal rights in a dispute relating to a contract or an alleged contract which the **insured person** has entered into for:
 - (a) buying or selling **goods** (including the purchase, sale, rental, lease, service, repair, testing or cleaning of a **motor vehicle** or its spare parts or accessories); and
 - (b) obtaining services.
2. The **Insurer** 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 a **motor vehicle** leased by the **insured person** in the event that it is declared a total loss by the **insured person's** own automobile insurer following a collision.

What Is Not Covered

Any claim relating to:

1. the **date of occurrence** arising within the first 90 days of inception of this policy.
2. a contract regarding an **insured person's** trade, profession, occupation, employment or any business venture.
3. a contract regarding an **insured person** purchasing or selling **real property**, or disputes related to easements or other agreed rights over land.
4. a contract for legal services.
5. construction work or designing or structurally renovating any building where the amount in dispute exceeds the statutory limits of the small claims court jurisdiction where the dispute is located.



Insured Events (continued)

2. Contract Disputes (continued)

What Is Covered	What Is Not Covered
<p>! Provided that: The amount in dispute exceeds \$1,000.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> 6. the settlement payable under an insurance policy (the Insurer will cover a dispute arising from the insured person's insurer refusing their claim, but not a dispute over the amount of the claim). 7. a dispute arising from any loan, mortgage, pension, investment, borrowing or any other financial product (other than described under (6) above). 8. a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, the Insurer will cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement. 9. a contract involving a motor vehicle not owned or leased by an insured person.

3. Tenancy Disputes

What Is Covered	What Is Not Covered
<p>The Insurer will pay your legal costs to pursue or defend your legal rights in a dispute relating to a residential tenancy agreement which you have entered into for renting your principal residence.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> 1. the date of occurrence arising within the first 90 days of inception of this policy 2. a dispute with a tenant or lessee where you are the landlord or lessor.



Insured Events (continued)

4. Total Loss Valuation Disputes

What Is Covered	What Is Not Covered
<p>The Insurer will pay an insured person's legal costs arising from a dispute with the insured person's own automobile insurer regarding the value of a motor vehicle in the event that the motor vehicle is declared a total loss by the insured person's own automobile insurer.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none">1. losses, costs, damages or benefits other than legal costs.2. disputes with an automobile insurer before the insurer has provided the insured person with its position in writing on the matter.3. disputes between an insured person and any other person (including that other person's insurer) in respect of that other person's liability or fault for any injury, death or damage.

5. Driver's Licence Protection

What Is Covered	What Is Not Covered
<p>The Insurer will pay an insured person's legal costs to defend their legal rights in relation to protecting their driver's licence from being revoked or suspended following an event arising in connection with the ownership, use or operation of a motor vehicle.</p>	<p>Any claim where the revocation or suspension is based upon any of the following:</p> <ol style="list-style-type: none">1. an insured person's alleged use of alcohol, cannabis or illegal drugs, including failure to provide a sample or be tested for the presence of such substances.2. an insured person's allegedly operating a motor vehicle for any type of race or contest, while performing a stunt or on a bet or wager.3. the insured person's alleged use of a prohibited electronic/communication device while operating a motor vehicle.



Insured Events (continued)

6. Legal Defence

What Is Covered	What Is Not Covered
<p>The Insurer will pay an insured person's legal costs to defend their legal rights in relation to:</p> <ol style="list-style-type: none">1. being prosecuted for a highway traffic or motor vehicle offence in connection with the ownership, use or operation of a motor vehicle; and2. being interviewed by the police or other authority with the powers to prosecute for an alleged criminal offence arising from their work as an employee.3. being prosecuted for an alleged criminal offence arising from their work as an employee.	<p>Any claim relating to:</p> <ol style="list-style-type: none">1. an insured person's alleged use of alcohol, cannabis or illegal drugs, including failure to provide a sample or be tested for the presence of such substances.2. an insured person's allegedly operating a motor vehicle for any type of race or contest, while performing a stunt or on a bet or wager, or driving in excess of 40km/h over the posted speed limit.3. parking or obstruction offences.4. the insured person's alleged use of a prohibited electronic/communication device while using or operating of a motor vehicle.5. automated Traffic Enforcement Camera Offences including but not limited to photo radar and photo red light tickets.6. an insured person allegedly operating a motor vehicle without a valid driver's licence.

7. Bodily Injury

What Is Covered	What Is Not Covered
<p>The Insurer 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:</p> <ol style="list-style-type: none">1. a dispute with any provincial workers' compensation board.2. psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury.3. a condition, illness or disease which develops gradually over time.4. surgical, clinical or medical negligence.



Insured Events (continued)

7. Bodily Injury (continued)

What Is Covered	What Is Not Covered
	<p>Any claim relating to:</p> <ol style="list-style-type: none"> 5. death, illness or bodily injury arising from: <ol style="list-style-type: none"> (a) an insured person's ownership, use or operation of a motor vehicle; or (b) an insured person being a passenger in a motor vehicle. 6. defending an insured person's legal rights, other than in defending a counter-claim.

8. Property Protection

What Is Covered	What Is Not Covered
<p>The Insurer will pay an insured person's legal costs to pursue their legal rights in a civil action relating to physical property which they own, or are legally responsible for because of a written agreement or statutory obligation, following:</p> <ol style="list-style-type: none"> 1. an event which causes physical damage to such physical property, provided that the amount in dispute exceeds \$1,000. 2. a legal nuisance (meaning any unlawful interference with your use or enjoyment of your real property or the real property of which you are a legal tenant, or have some right over it). 3. a trespass. 	<p>Any claim relating to:</p> <ol style="list-style-type: none"> 1. the first \$500 in legal costs of any claim for legal nuisance or trespass. This is payable if the dispute cannot be resolved by the Insurer and requires an appointed representative. This amount is payable to the appointed representative as soon as they are retained. 2. a contract entered into by the insured person. 3. disputes related to easements or other agreed rights over land. 4. any building or land other than the insured person's principal or recreational home. 5. someone legally taking the insured person's real property from them, whether the insured person is offered money or not, or restrictions or controls placed on the insured person's real property by any governmental, quasigovernmental or public or local authority. 6. a motor vehicle.



Insured Events (continued)

8. Property Protection (continued)

What Is Covered	What Is Not Covered
	<p>Any claim relating to:</p> <ul style="list-style-type: none"> 7. work done by, or on behalf of, any governmental, quasi-governmental or public or local authority, unless the claim is for accidental physical damage 8. mining, subsidence, heave or landslide 9. defending an insured person's legal rights, other than in defending a counter-claim.

9. Tax Protection

What Is Covered	What Is Not Covered
<p>The Insurer 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> <hr/> <p>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.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> 1. 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 2. a tax avoidance scheme, arrangement, or plan of any kind 3. an investigation or enquiry by the CRA into alleged gross negligence, dishonesty or criminal offences.

Limits of Indemnity under this policy

The **Insurer** will pay up to the limit of indemnity shown in the Policy Declaration 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, the **Insurer** will pay, in aggregate, **legal costs** of no more than the aggregate limit shown in the policy declaration 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. Prohibited use

A claim arising from any event occurring while the **motor vehicle** is being used for any illegal activity (other than in respect of any event insured under Insured Events **5. Driver's licence protection** and **6. Legal defence**).

2. Willful 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. Legal costs not agreed with us

Legal costs incurred before **our** written agreement that the **Insurer** will pay them.

5. 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**.

6. Contingency fee agreements

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

7. Disputes with any governmental or public body

Except as it relates to claims accepted under **Insured events 2. Contract Disputes, 5. Driver's License Protection, 6. Legal Defence, and 9. Tax Protection**, 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.

8. Class action proceedings

Any claim where an **insured person** is a party to a legal action brought under applicable class proceedings legislation, or where an **insured person** has opted out of being a party to a legal action brought under applicable class proceedings legislation.

9. Judicial review

Any claim arising from or relating to a judicial review.

General Exclusions (continued)

10. Excluded activities

Any claim arising from or relating to:

- (a) assault, violence, indecent or obscene materials, dishonesty, defamation or slander; or
- (b) except as it relates to claims accepted under **Insured event 1. Employment Disputes**, an allegation against an **insured person** involving the use of alcohol or **cannabis** or the unauthorized or unregulated manufacture, unlicensed dealing in alcohol or **cannabis**, or dealing in or using illegal drugs; or
- (c) illegal immigration; or
- (d) money laundering or bribery offences, breaches of international sanctions, or any other financial crime activities.

11. Costs awarded outside of Canada

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

12. 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.

13. Disputes with ARAG, the Insurer, or the Broker

Any dispute with **us**, the **Insurer**, or the **Broker** not otherwise dealt with under **Policy Condition 10. Disputes over reasonable prospects for a claim**.

14. Fraudulent claims

Any claim which is fraudulent, exaggerated or dishonest.

15. 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.

16. 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;
- (e) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed.

General Exclusions (continued)

17. Disputes between Insured Persons

Any dispute between **insured persons** under this policy.

18. Disputes relating to the validity of legislation

Any constitutional or other challenge to the validity of federal, provincial, or municipal legislation.

Policy 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 **insured person** 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) The **insured person** must cooperate with **us** and must keep **us** up to date regarding the progress of the claim.
- (c) The **insured person** must cooperate with the **appointed representative** and must follow the recommendations of the **appointed representative**, which have been agreed to by **us**.
- (d) The **insured person** must give the **appointed representative** any instructions that **we** require.

Policy Conditions (continued)

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** request, to give **us**, or **our insurer** 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** 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.
- (b) If the **insured person** refuses to settle the claim following advice to do so from the **appointed representative**, the **Insurer** reserves the right to refuse to pay further **legal costs** associated with the **insured person's** claim.
- (c) The **Insurer** reserves 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, or withdraws a claim without **our** consent, or does not give to the **appointed representative** any instructions that **we** require, **we** can withdraw coverage and will be entitled to reclaim from the **insured person** any **legal costs** **we** have paid.

7. Sanction limitation

The **Insurer** shall not be deemed to provide coverage and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under trade or economic sanctions, laws, or regulations of Canada, the United States of America, the United Nations, or the European Union.

8. 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**.

Policy Conditions (continued)

9. Cancellation of a representative's appointment

If the **appointed representative** refuses to continue acting for the **insured person**, or if the **insured person** dismisses the **appointed representative** without **our** prior consent, the coverage the **Insurer** provides will end immediately.

10. 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.

11. Complaint handling

If **you** are not satisfied with any aspect of **our** service and wish to make a complaint, **you** can:

- Telephone **us** at **1.888.582.5586** or email **us** at customerrelations@arag.ca

Alternatively, the **Insurer** can be contacted by:

- Telephone at **1.416.867.9712** or email at complaints-canadianbranch@hdi-specialty.com

If **your** complaint remains unresolved or not resolved to **your** satisfaction after you have received a response from the **Insurer**, **you** may contact the General Insurance OmbudService (GIO). The GIO is an independent regulatory organization which exists to help resolve complaints between individuals and their insurance providers. The GIO's services are available free of charge to the customer and GIO can be contacted by:

- Telephone at **1.877.225.0446** or through their website at www.giocanada.org



Please note: The GIO should be contacted only after **you** have first tried to resolve the complaint directly with **us**.

12. Other insurance

The **Insurer** 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.

Policy Conditions (continued)

15. Action against us or the Insurer

Any action or proceeding against **us** or the **Insurer** 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 at www.arag.ca.

Statutory Conditions

1. Property of others

The **Insurer** is not liable for loss or damage to property owned by a person other than the **insured person** unless

- (a) otherwise specifically stated in the contract, or
- (b) the interest of the **insured person** in that property is stated in the contract.

2. Change of interest

The **Insurer** is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.

3. Material change in risk

- (a) The **insured person** must promptly give notice in writing to the **Insurer** or its agent of a change that is
 - (i) material to the risk, and
 - (ii) within the control and knowledge of the **insured person**.
- (b) If the **Insurer** or its agent is not promptly notified of a change under subparagraph (a) of this condition, the contract is void as to the part affected by the change.
- (c) If the **Insurer** or its agent is notified of a change under subparagraph (a) of this condition, the **Insurer** may
 - (i) terminate the contract in accordance with Statutory Condition 4, or
 - (ii) notify the **insured person** in writing that, if the **insured person** desires the contract to continue in force, the **insured person** must, within 15 days after receipt of the notice, pay to the **Insurer** an additional premium specified in the notice.
- (d) If the **insured person** fails to pay an additional premium when required to do so under subparagraph (a)(ii) of this condition, the contract is terminated at that time and Statutory Condition 4(c)(ii) applies in respect of the unearned portion of the premium.

Statutory Conditions (continued)

4. Termination of insurance

- (a) The contract may be terminated
 - (i) by the **Insurer** giving to the **insured person** 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - (ii) by the **insured person** at any time on request.
- (b) If the contract is terminated by the **Insurer**,
 - (i) the **Insurer** must refund the excess of premium actually paid by the **insured person** over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (ii) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (c) If the contract is terminated by the **insured person**, the **Insurer** must refund as soon as practicable the excess of premium actually paid by the **insured person** over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (d) The 15-day period referred to in subparagraph (a)(i) of this condition starts to run on the day the registered letter or notification of it is delivered to the **insured person's** postal address.

5. Fraud

Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

6. Notice

- (a) Written notice to the **Insurer** may be delivered at, or sent by registered mail to, the chief agency or head office of the **Insurer** in the province.
- (b) Written notice to the **insured person** may be personally delivered at, or sent by registered mail addressed to, the **insured person's** last known address as provided to the **Insurer** by the **insured person**.

Privacy Policy

ARAG and HDI value you as a customer, and **we** are committed to protecting **your** privacy. **We** will maintain the confidentiality of the personal information which **we** collect, use, and disclose in the course of providing **you** with **our** services.

ARAG relies upon the definition of personal information found in the Personal Information and Protection of Electronic Documents Act (PIPEDA). This means that **we** consider any information about an identifiable individual to be personal information.

We limit **our** collection, use, and disclosure of **your** personal information to only that which is necessary for providing **you** with **our** services.

What personal information do we collect?

The types of personal information that **we** collect will vary depending on the circumstances and the type of policy which **you** have. **We** may collect (and subsequently use and disclose as required) the following personal information:

- Individual Details: This can include **your** name, address, telephone number, email address, and date of birth.
- Financial Details: Bank account information
- Claims Information: Information relating to **your** current and former legal expenses claims. This could include correspondence with **your appointed representative**, and in some cases may contain health information.
- Marketing: Whether or not **you** have consented to receive marketing from **us**.

How do we use and disclose your personal information?

We collect, use and disclose personal information for a number of reasons including to:

- Assess and underwrite insurance risks.
- Verify **your** identity and to communicate with **you**.
- Investigate insurance claims.
- Determine prices, fees, and premiums.
- Conduct market and customer satisfaction research.
- Detect and preventing fraud.
- Comply with all applicable laws and regulatory requirements.
- Share **your** information with third party service providers.

Accessing and Correcting your Information

You have the right to access and correct any personal information which **we** hold on **you**. Subject to certain exceptions prescribed by law, **you** will be given reasonable access to **your** personal information. Please contact **our** Privacy Officer with these requests.

Privacy Policy (continued)

Withdrawal of your Consent

Subject to certain exceptions prescribed by law, **you** are able to withdraw **your** consent for **our** collection, use, and disclosure of **your** personal information. If **you** do withdraw **your** consent, then **we** may be unable to continue to effectively provide **you** with **our** services. If **you** wish to withdraw **your** consent, please contact **our** Privacy Officer.

How to Contact Us

If **you** need to contact **our** Privacy Officer, **you** can do so as follows:

ARAG Legal Solutions Inc.
121 King Street West, Suite 2200
Toronto, Ontario, M5H 3T9

Attention: Privacy Officer
Telephone: (416) 342-5400
E-mail: customerrelations@arag.ca

For information regarding HDI Global Specialty SE's privacy policy on how it may collect and deal with **your** data, please visit:

www.hdi-specialty.com/downloads/International/privacy/Fachinfo_Specialty_Privacy-Policy_Canada_EN_201210.pdf

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of HDI Global Specialty SE. insurance business in Canada.

ARAG Legal Solutions Inc.

121 King Street West, Suite 2200
Toronto, Ontario, M5H 3T9

T| 416.342.5400 or 1.888.582.5586

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