



**FIREARM**LEGALDEFENCE

LEGAL EXPENSE INSURANCE FOR GUN OWNERS

# Gun Owners Legal Expense Insurance Policy

# Legal Expense Insurance for Gun Owners

This Policy of Insurance is "claims made" meaning that it only covers claims or legal proceedings which both occur and are notified to the **Underwriting Manager** during the **Policy Period**. The **Insured** has submitted a proposal and declaration or renewal declaration to the **Underwriters** and it is agreed that this shall form the basis for the issue of this Policy. The **Underwriter** agrees in consideration of the premium to indemnify the **Insured** to the extent and in the manner provided within this Policy in connection with the possession of a firearm.

## Legal Advice Helpline

The **Insured** has unlimited telephone access to a lawyer for assistance on any matter involving the ownership and use of a firearm as well as any personal matter. All calls are confidential. Core Service is provided during normal business hours (9am and 5pm) Monday to Friday. After Hours Service (5pm – 9am and includes weekends and statutory holidays) provides for a call back by a lawyer on the next business day. In any of the following emergency situations there is immediate access to a lawyer: the **Insured** is in custody, under arrest or detained or required to provide a statement immediately to the police.

**To contact this service call 1-888-STERLON (783-7566)**

### 1. INSURING CLAUSES

The **Underwriter** agrees to provide coverage only for those **Insuring Clauses** which are specified in the **Declarations** as being included.

The **Underwriter** will indemnify the **Insured** against **Legal Expenses** incurred and not exceeding the **Limit of Indemnity** where the dispute, legal proceedings or claim is within the **Policy Period**, within the **Territorial Limits** and is notified to the **Underwriting Manager** during the **Policy Period**.

**Insured** can be extended to include the **Spouse** and/or **Dependent Children** provided additional premium has been paid and this is shown in the **Declarations**.

#### 1.1 Firearm Offences

The **Underwriter** will pay the **Legal Expenses** to defend the **Insured's** legal rights in relation to the **Insured** being prosecuted for an offence arising out of the use, storage, display, transportation or handling of:

- (i) a firearm pursuant to the *Firearms Act* and associated Regulations and sections 86 (careless use), 91 (unauthorized possession), 94 (unauthorized possession in motor vehicle) or 105 (losing or finding) of the *Criminal Code of Canada*.
- (ii) a **Bow** pursuant to any violation of a municipality by-law.

## Exclusions to Insuring Clause 1.1

The **Underwriter** shall not be liable to indemnify the **Insured** in respect of claims arising out of or in connection with:

- (a) the commission, alleged commission or intent to commit any offence under the *Criminal Code of Canada* (other than as stated in (i) above) unless the **Insured** was acting in self-defence, the defence of a person under the **Insured's** protection or in defence of the **Insured's** property;
- (b) the **Insured's** trade, profession, occupation, employment or any business venture;
- (c) a **Prohibited Firearm** or a **Restricted Firearm** if the **Insured** did not at the **Date of Occurrence** have a valid licence for the said firearm;
- (d) a failure to register a firearm or **Bow** with any government or regulatory agency if required by law to do so;
- (e) a weapon that is not a firearm or **Bow**; or
- (f) a firearm or **Bow** obtained or allegedly obtained through the commission of an offence.

## 1.2 Firearm Licensing

The **Underwriter** will pay the **Legal Expenses** to represent the **Insured** 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 the **Insured's** firearm licence.

## Exclusions to Insuring Clause 1.2

The **Underwriter** shall not be liable to indemnify the **Insured** in respect of claims arising out of or in connection with:

- (a) an original application for a firearm licence.
- (b) the cost of applying for the renewal of a firearm licence.

## 1.3 Personal Injury

The **Underwriter** will pay the **Legal Expenses** to represent the **Insured** in the pursuit of any claim or legal proceedings arising from the act or omission by a third party which results in **Injury** to the **Insured**.

Provided that the **Injury** occurs during the **Policy Period** and was caused by the use of a firearm or **Bow**.

## 2. LIMIT OF INDEMNITY

The **Underwriter's** total liability under this Policy shall not exceed the amounts specified in the **Declarations** for 1 and 2 below:

1. **Any One Claim;**
2. In the aggregate for all claims notified to the **Underwriting Manager** during the **Policy Period**.

**3. EXCLUSIONS** – These apply to all Insuring Clause(s)

The **Underwriter** shall not be liable to indemnify the **Insured** in respect of:

- a) any claim made, brought or commenced outside the **Territorial Limits**;
- b) defence in civil legal proceedings arising from:
  - i. **Injury** to any person
  - ii. loss, destruction or damage of or to property
  - iii. any tortious liability;
- c) **Legal Expenses** incurred before the **Underwriting Manager's** consent has been granted in writing or without such consent;
- d) any claim relating to or arising from any cause, event or circumstance occurring prior to the **Retroactive Date** specified in the **Declarations**;
- e) any claim in connection with or arising from any cause, event or circumstance occurring prior to or existing at inception of the Policy and which the **Insured** knew or ought reasonably to have known might give rise to a claim or legal proceedings by or against the **Insured**;
- f) any claim 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.
- g) any claim arising from a prosecution where the **Insured's** actions from which the charge arose amounted to an intentional and reckless disregard for human life;
- h) any dispute between the **Insured** and the **Underwriter**, the **Underwriting Manager**, the **Policyholder**, the **Broker**, the **Coverholder** or the **Appointed Representative**;
- i) any claim relating to defamatory or alleged written or oral remarks which damage the **Insured** reputation;
- j) any claim where the **Insured** is a party to a legal action brought under applicable class proceedings legislation;
- k) awards and/or demands of compensation, repayment, damages, liability, surcharge levies, interest, fines, penalties or tax of any nature including but not limited to those which the **Insured** is ordered to pay by any relevant court, board, commission or other tribunal or administrative body;
- l) any claim or legal proceedings in respect of which the **Insured** is, but for the existence of this Policy, entitled to indemnity under any other insurance policy or certificate;

- m) any claim or legal proceedings in respect of which the **Insured** is entitled to indemnity under any policy or certificate which the **Insured** is required to hold by law or by a regulatory body;
- n) any claim arising out of the deliberate, conscious or intentional or reckless or negligent disregard by the **Insured** of the need to take all reasonable steps to avoid and prevent claims or legal proceedings;
- o) any claims or legal proceedings (including any **Legal Expenses** or other costs or expenses of any description) arising out of or in connection with:
  - a. war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or any similar act, condition or warlike operation, warlike action by a regular or irregular military force or other authority to hinder or defend against an actual or expected attack;
  - b. insurrection, rebellion, revolution, riot, attempt to usurp power, popular uprising, or any action taken by any governmental or martial authority in hindering or defending against any of these;
  - c. discharge, explosion, or use of a weapon of mass destruction, whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason;
- p) any claims or legal proceedings (including any **Legal Expenses** or other costs or expenses of any description) arising out of or in connection with any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **Underwriter** alleges that by reason of this exclusion any liability or loss is not covered by this Policy, the burden of proving the contrary shall be upon the **Insured**;
- q) any claims or legal proceedings (including any **Legal Expenses** or other costs or expenses of any description) arising out of or in connection with any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind; or ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive.

## 6. GENERAL CONDITIONS

### 6.1 Cancellation

This Policy may be cancelled at any time on the instruction of the **Insured** in writing to the **Coverholder/Broker**.

This Policy may be cancelled by the **Underwriter** on giving 30 days' notice in writing to the **Insured** via the **Coverholder**.

If the **Insured** is placed in liquidation, receivership or administration or adjudicated bankruptcy or if any court application is made or meeting convened for any such purpose, this Policy will lapse on the happening of that event.

Cancellation under this condition shall not prejudice the rights of the **Insured** in respect of any cause, event or circumstance which has been notified to and consent granted by the **Underwriting Manager** during the **Policy Period**.

Cover under this Policy can be terminated by the **Underwriter** with immediate effect upon the **Insured** acting fraudulently and/or dishonestly or for failing to consistently comply with the terms and conditions of cover such as to cause prejudice to the **Underwriter**. In such circumstances no further cover will be provided for any claim that may have been notified and/or accepted under the Policy.

In the event of cancellation by either the **Underwriter** or the **Insured** there shall be no return of any **Premium** that has been paid by the **Insured**.

## 6.2 Notification

It is a condition precedent to the **Underwriter's** liability under this Policy that the **Underwriting Manager** must be notified in writing immediately the **Insured** is aware of any cause, event or circumstance which has given rise or may give rise to a claim or legal proceedings involving the **Insured** as soon as that cause event or circumstance shall come to the attention of the **Insured**.

In the event that the **Underwriting Manager** is notified during the **Policy Period** of any cause event or circumstance which in the **Underwriting Manager's** reasonable opinion is likely to give rise to a claim or legal proceedings then any subsequent claim or legal proceedings which arises directly from that cause, event or circumstance shall be deemed to have been made during the **Policy Period**.

On receipt of the **Insured's** notification, the **Underwriting Manager** will forward to the **Insured** a claim form which must be completed and returned immediately.

## 6.3 Underwriting Manager's Consent

It is a condition precedent to the **Underwriter's** liability under this Policy that the **Underwriting Manager's** consent to incur **Legal Expenses** must first be obtained in writing. This consent will be given by the **Underwriting Manager** if the **Insured** can satisfy the **Underwriting Manager** that it is reasonable to incur **Legal Expenses** and:

1. there are in the view of the **Underwriting Manager** reasonable prospects of a successful defence or mitigation of the **Insured's** loss;
2. in criminal defence claims where the **Insured** pleads guilty, there is in the view of the **Underwriting Manager** a reasonable prospect of a significant mitigation of the **Insured's** sentence or fine; or
3. there are in the view of the **Underwriting Manager** reasonable prospects of a recovery of damages or other remedy.

In making this decision the **Underwriting Manager** will have regard (without limitation) to:

- the advice received by the **Underwriting Manager** concerning the merits of the **Insured's** case;
- the **Insured's** prospects of securing and enforcing any judgement;

- the amount of money in dispute in relation to the **Legal Expenses** likely to be incurred;
- the alternative methods available for protecting the **Insured's** interests.

The decision to grant or withhold consent will be based on the consideration of the opinion of the **Appointed Representative** and any other adviser the **Underwriting Manager** may deem it necessary to consult.

The **Underwriting Manager** at its discretion may require the **Insured** to participate in mediation or other forms of dispute resolution and provide assistance in settling disputes, the cost of which will be covered under this Policy subject to all other terms, conditions and limitations of this Policy.

The **Underwriting Manager** at its discretion may require the **Insured** to obtain an opinion from counsel or obtain an expert's report at the **Insured's** expense as to the merits of a claim or legal proceedings which must have regard to the same criteria as required by the **Underwriting Manager**. If that opinion indicates there are reasonable prospects, the **Underwriter** will pay for the cost of the opinion within the Limit of Indemnity for that claim.

When the **Underwriting Manager** grants consent, the **Underwriter** agrees to provide indemnity to the **Insured** within the terms, conditions, limitations, provisos and exclusions of this Policy. Such consent does not imply that all **Legal Expenses** shall be paid but only those which the **Underwriting Manager** has expressly agreed to.

If after consent has been granted by the **Underwriting Manager** it becomes apparent to the **Underwriting Manager** that the claim falls outside the terms, conditions, limitations, provisos and exclusions of the Policy such consent shall be withdrawn and no indemnity provided.

If after consent has been granted by the **Underwriting Manager** it ceases to be reasonable in the view of the **Underwriting Manager** to incur **Legal Expenses**, the **Underwriting Manager** may withdraw consent. **Legal Expenses** incurred up until that time will continue to be indemnified by the **Underwriter**.

Notwithstanding any general consent granted, the **Underwriter** limits its liability to the payment of **Legal Expenses** incurred solely for the purpose of indemnifying the **Insured** in respect of the claim or legal proceedings to which consent has been granted.

If the **Insured** elects to proceed with the pursuit or defence of a claim or legal proceedings to which consent has not been granted by the **Underwriting Manager** because there are not reasonable prospects and the **Insured** is successful in such a pursuit or defence, then the **Underwriter** agrees to pay those **Legal Expenses** incurred after the **Underwriting Manager** refused consent subject to the terms, conditions and limitations of this Policy.

For the purposes of this clause, success shall mean a cost order or agreement to pay over 50% of incurred costs in favour of the **Insured** or an acquittal of the **Insured**.

## 6.4 Conduct of a Claim

### (i) Choice of **Appointed Representative**

Where it is necessary that the **Insured** has recourse to an **Appointed Representative**, the **Insured** may select the **Appointed Representative** only from the list of approved firms, as amended from time to time, which shall be provided by the **Underwriting Manager** to the **Insured** upon request. In all cases the **Appointed Representative** shall be appointed to act

in the name and on behalf of the **Insured** in any claim or legal proceedings to which the **Underwriting Manager** has given written consent. The **Appointed Representative** is not the agent of or employed by the **Underwriting Manager** or the **Underwriter**.

The **Underwriter** shall only be responsible to pay the **Appointed Representative's** normal hourly rate up to the **Fee Limit** set out in the **Declarations**. The **Insured** must pay the **Appointed Representative** any legal or professional fees in excess of this amount. Any **Appointed Representative** the **Insured** chooses must disclose his or her chargeable rates and the rates of any staff.

(ii) Access to information

The **Underwriting Manager** is entitled to receive from the **Appointed Representative** any information, document or advice in connection with any claim or legal proceedings even if such material is legally privileged. On request the **Insured** will give to the **Appointed Representative** any instructions necessary to secure the required access.

(iii) Disclosure and co-operation

The **Insured** must give the **Appointed Representative** all necessary help and information including a complete truthful account of the facts of the case and all relevant documentary or other evidence in the **Insured's** possession. The **Insured** must search for, provide, obtain sign or execute all documents as required by the relevant court or tribunal rules or as recommended by the **Appointed Representative** and attend all meetings or conferences as requested. Cover may be withdrawn if the **Insured** fails to co-operate at all or within a reasonable time with the **Appointed Representative's** request.

(iv) Payment of Legal Expenses

All invoices relating to a claim that the **Insured** receives from the **Appointed Representative** should be forwarded to the **Underwriting Manager** immediately. If the **Underwriting Manager** so requires, the **Insured** must ask the **Appointed Representative** to submit their bill of costs for taxation or assessment by the appropriate Law Society, governing body or court.

The **Insured** shall be responsible for the payment of **Legal Expenses** invoices. The **Underwriter** will, however, settle these directly with the **Appointed Representative** if requested to do so by the **Insured**. All invoices must be certified by the **Underwriting Manager** to the effect that all charges have been properly incurred and this will be deemed authority for the **Underwriter** to settle the invoice directly with the **Appointed Representative**.

Only invoices in respect of **Legal Expenses** incurred with the consent of the **Underwriting Manager** and in the amount agreed with the **Underwriting Manager** shall be paid. The **Insured** shall personally pay the **Appointed Representative** the portion of **Legal Expenses** to be borne by the **Insured** in excess of the **Limit of Indemnity** pursuant to this Policy.

(v) Instruction of counsel and experts

Where the **Appointed Representative** wishes to obtain the opinion of or instruct other counsel or experts, it must provide its reasons and seek and receive the prior written consent of the **Underwriting Manager**.



## 6.5 Settlement

It is a condition precedent to the **Underwriter's** liability under this Policy that the **Insured** informs the **Underwriting Manager** in writing as soon as the **Insured** receives a payment into court, an offer to settle a claim or legal proceedings (including the reduction of the offence) or an invitation to participate in a mediation or other form of dispute resolution. The **Insured** must not agree to settle any claim without the prior written consent of the **Underwriting Manager** which will not be unreasonably withheld or delayed. If the **Insured** rejects any offer to settle a claim by way of payment into court or otherwise which the **Underwriting Manager** considers reasonable and recommends acceptance of (including pleading guilty to a reduced/lesser offence), then no further indemnity will be provided by the **Underwriter** from the date of rejection by the **Insured**.

## 6.6 Recovery of Costs

Whenever the **Insured** is awarded costs or costs are included under the terms of any settlement, those costs are to be repaid to the **Underwriter**. In every claim the **Insured** and the **Appointed Representative** shall make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement, the **Insured** agrees that the **Appointed Representative's** appraisal of a fair and reasonable proportion of that settlement will be deemed costs and shall be due to the **Underwriter**.

## 6.7 Minimizing Costs

The **Insured** must take all reasonable measures to minimize the costs of any claim under this Policy including but not limited to pursuing settlement negotiations and must consider all reasonable settlement offers.

## 6.8 Dishonest and fraudulent claims

If the **Insured** makes any claim under this Policy (or has made a claim under any other or previous Policy) which the **Insured** knows or ought to know to be false or fraudulent in any way, this Policy shall be cancelled ab initio and all rights of the **Insured** under this Policy including the premium shall be forfeit. The **Underwriter** shall be entitled to recover any **Legal Expenses** previously paid.

## 6.9 Insolvency or liquidation of the **Insured**

If the **Insured** becomes insolvent or bankrupt within the meaning of the Bankruptcy Act (Canada) or had property seized or attached in satisfaction of a judgement, had a receiver appointed, or taken action (if a corporation) with a view to winding up, dissolution or liquidation during the course of any claim or legal proceedings any consent previously given shall automatically be withdrawn unless expressly agreed in writing to the contrary by the **Underwriting Manager**.

## 6.10 Provincial Sales Tax (PST) and/or Goods and Services Tax (GST) and/or Harmonized Sales Tax (HST)

If the **Insured** is registered for PST and/or GST and/or HST, the **Underwriter** will not be liable to indemnify the **Insured** for the PST and/or GST and/or HST element of any **Legal Expenses** invoices.

## 7. GOVERNING LAW

This Policy shall be governed by and construed in accordance with the laws of Canada. Any terms of this Policy which are in conflict with the statutes of the province where the Policy is issued are amended to conform to such statutes.

## 8. INTERPRETATION

In this Policy:

- (i) reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy;
- (ii) reference to any statutory or other body shall include the successor to that body;
- (ii) words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders;
- (iii) if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;
- (iii) the headings are for reference only and shall not be considered when determining the meaning of this Policy.

## 9. NOTIFICATIONS

All communications, documents or notices, other than in respect of claims, which this Policy requires the **Insured** to deliver, must be made to the **Coverholder/Broker** at the address stipulated in the **Declarations**.

In respect of claims under this Policy the **Insured** must contact and send all communications to the **Underwriting Manager** at the following address:

The Claims Department  
STERLON – Legal Expense Insurance Specialists  
27-1300 King Street East  
Oshawa, Ontario L1H 8J4

The **Insured** is deemed to have received all correspondence, documents and notices within four days of the date of mailing if sent in writing by ordinary mail to the address as last declared to the **Underwriter** or in relation to any matters arising out of any claim or legal proceedings if sent to the **Appointed Representative**.

## 10. RESOLUTION OF DISPUTES

Any dispute between the **Insured** and the **Underwriter** relating to the application or interpretation of this Policy which is not resolved by the parties within fifteen (15) days written notice thereof given by one party or the other shall be subject to mediation. In this event, the **Insured** and the **Underwriter** will mutually agree on the nomination of a mediator or where such agreement is not made the **Insured** and the **Underwriter** will request the court of competent jurisdiction to appoint a person to mediate the dispute. The **Insured** and the **Underwriter** agree to co-operate with the mediator with the view to resolving the dispute. The **Insured** and the **Underwriter** shall share the costs of the mediation services in equal proportions.

## 11. ARBITRATION

Any dispute that cannot be resolved by mediation in accordance with Resolution of Disputes above may be submitted by either party to a single arbitrator who shall be either a Lawyer or Appointed Representative agreed upon by the parties or, failing agreement, a person appointed by a judge of the Supreme Court (or equivalent) of the province or territory in which the **Insured** has its principal office. Such arbitration shall be governed by the arbitration legislation in force in the aforesaid province or territory. The decisions of the arbitrator shall be final and binding on the **Insured** and the **Underwriter** and arbitration costs shall be paid in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs. If the decision is made in the **Underwriter's** favour, no costs shall be recoverable by the **Insured** under this Policy.

## 12. DEFINITIONS

- 12.1 **Any One Claim** means all claims or legal proceedings arising from the same originating cause or series of events or occurrences attributable to one originating cause.
- 12.2 **Appointed Representative** means the legal representative or other suitably qualified person selected by the **Insured** and approved by the **Underwriting Manager**, who is on the list of approved firms provided by the **Underwriting Manager**, to act in the name of and behalf of the **Insured** in accordance with the terms, conditions, limitations, provisos and exclusions of this Policy.
- 12.3 **Bow** means a cross bow, long bow, compound bow or recurve bow.
- 12.4 **Broker** means the entity specified in the Declarations.
- 12.5 **Dependent Children** means any children of the **Insured** aged 25 years or younger who are single and living with the **Insured**.
- 12.6 **Coverholder** means South Western Insurance Group Ltd. who is responsible for issuing and receiving any or all applications and issuing the **Insured** with a policy of insurance as agreed by the **Underwriter**.
- 12.7 **Handgun** means 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.
- 12.8 **Injury**: Bodily injury or death but excluding any sickness or disease or any naturally occurring condition or degenerative process.

- 12.9 **Insured** means the individual shown in the **Declarations** provided they possess a valid Canadian firearms licence.
- 12.10 **Legal Advice Helpline** means the telephone advisory service stipulated in the **Declarations**.
- 12.11 **Legal Expenses** means
- (i) Fees, expenses and disbursements including **Witness Attendance Allowance** and costs and expenses of expert witnesses reasonably incurred by the **Appointed Representative**, subject to the **Fee Limit** specified in the **Declarations**, with the **Underwriting Manager's** prior written consent;
  - (ii) all costs reasonably and properly incurred by the **Underwriting Manager** and the costs of providing the **Legal Advice Helpline** to the **Insured**;
  - (iii) costs incurred by other parties to which the **Insured** is held liable in court or tribunal proceedings to pay or which the **Insured** agrees to pay with the **Underwriting Manager's** prior written consent but excluding any costs which the **Insured** may be ordered to pay by a court or tribunal adjudicating on criminal or statutory proceedings.
- 12.12 **Policy Period** means the period as specified in the **Declarations**.
- 12.13 **Premium** means the amount specified in the **Declarations**.
- 12.14 **Prohibited Firearm** means
- (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**.
- 12.15 **Restricted Firearm** means
- (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**.
- 12.16 **Retroactive Date** means the date specified in the **Declarations** after which the cause, event or circumstance giving rise to a claim or legal proceeding by or against the **Insured** must have occurred.
- 12.17 **Spouse** means a person:
- a) who is married to or has entered into a civil or common law union with another person and is living with that person; or
  - b) who has been living with another person of the opposite or the same sex and has been publicly represented as that person's spouse for at least three years; or
  - c) who has been living with another person of the opposite or the same sex and has been publicly represented as that person's spouse for at least one year provided that:
    - i. a child has been born or is to be born of the union; or
    - ii. they have adopted a child together; or
    - iii. one of them has adopted the child of the other.
- 12.18 **Territorial limits** means **Canada**.
- 12.19 **Underwriter** means certain Lloyd's Underwriters, London, England.
- 12.20 **Underwriting Manager** means the company stipulated in the **Declarations** or appointed subsequently by the **Insurer** which is authorised to handle and administer claims under this Policy on behalf of the **Underwriter** and to whom any notification of a claim must be made.
- 12.21 **Witness Attendance Allowance** means costs not to exceed five hundred (\$500) per day or ten thousand dollars (\$10,000.00) **Any One Claim** when the **Insured** is absent from work consequent upon attending a court or tribunal hearing of a claim to which the **Underwriting Manager** has given written consent under this Policy.