



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**.

Except where stated otherwise, **we** will pay **legal costs** incurred in making or defending an appeal, as long as:

- the matter being appealed was previously accepted as a claim under this policy,
- the insured person tells **us** within the time limits allowed to file an appeal that they want to appeal (and within reasonable time to allow for the filing of all necessary documents for an appeal), and
- **we** agree there are **reasonable prospects** of success.

The policy, together with the policy coverage summary page and any endorsement, and incorporating the application and any information **you** have provided, forms the contract of insurance between **you** and **us**.

Insured events

| 1. Firearm offences | |
|---|--|
| What is covered | What is not covered |
| <p>We will pay your legal costs to defend your legal rights:</p> <ol style="list-style-type: none"> in relation to your being prosecuted for an offence arising out of the use, storage, display, transportation or handling of a firearm. In relation to your being prosecuted for offences under the following sections of the Criminal Code of Canada: <ol style="list-style-type: none"> S.86 (Careless use of a firearm), S. 91 (Unauthorized possession of a firearm), S.92 (Possession of a firearm knowing its possession is unauthorized), S.94 (Unauthorized possession in a motor vehicle), S.105 (Losing or finding) of the Criminal Code of Canada). | <p>Any offence relating to</p> <ol style="list-style-type: none"> the commission, alleged commission or intent to commit any crime, other than the offences listed in section 1.2, unless you were acting in your self-defense, the defense of a person under your protection or in defense of your property; your trade, profession, occupation, employment or any business venture; a prohibited firearm or a restricted firearm if you did not at the date of occurrence have a valid licence for the said firearm; a prohibited device; a failure to register a firearm with any government or regulatory agency if required by law to do so; a weapon that is not a firearm; or a firearm obtained or allegedly obtained through the commission of an offence. |
| 2. Firearm licensing | |
| What is covered | What is not covered |
| <p>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.</p> | <ol style="list-style-type: none"> Any claim relating to an original application for a firearm licence. 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 device

1. any component or part of a weapon, or any accessory for use with a weapon, that is prescribed to be a prohibited device,
2. a handgun barrel that is equal to or less than 105 mm in length, but does not include any such handgun barrel that is prescribed, where the handgun barrel is for use in international sporting competitions governed by the rules of the International Shooting Union,
3. a device or contrivance designed or intended to muffle or stop the sound or report of a firearm,
4. a cartridge magazine that is prescribed to be a prohibited device,
5. a replica firearm, or
6. any device that is prescribed by the laws of Canada or the province where this policy is issued to be a **prohibited device**.

Prohibited firearm

1. 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 Sports Federation;
2. a firearm that is adapted from a rifle or shotgun, whether by sawing, cutting or any other alteration, and that,
 - (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,
3. an automatic firearm, whether or not it has been altered to discharge only one projectile with one pressure of the trigger, or
4. 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

1. a **handgun** that is not a **prohibited firearm**,
2. 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,
3. 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
 4. 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

We will pay up to the limit of indemnity shown in the policy coverage summary page in respect of **legal costs** related to all claims resulting from one or more events arising at the same time or from the same originating cause.

Subject to the above, **we** will pay, in aggregate, **legal costs** of no more than the aggregate limit shown in the policy coverage summary page in respect of all claims that arise in that period of insurance that result from different originating causes.

General exclusions

This insurance does not apply to:

1. 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 9. 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. Notice of Insured Event

You shall notify **us** of any insured event which may give rise to coverage, as soon as you 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 person insured where such non-compliance has caused prejudice to **us**.

3. Conduct and control of claim

- (a) If it is necessary to take legal proceedings, an **appointed representative** will be appointed by **us** on **your** behalf in accordance with **our** standard terms of appointment and will be retained by **you**.
- (b) Where **we** have agreements with more than one law firm with respect to a specialty, **you** may select an **appointed representative** from that panel of law firms.
- (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.

4. 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.

5. 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.

6. 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.

7. 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**.

8. 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**.

9. 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.

10. Complaint handling

If **you** are not satisfied with any aspect of **our** service, please write to **us** at DAS Legal Protection Insurance Company Limited, 390 Bay Street, Suite 1610, Toronto, Ontario M5H 2Y2. Alternatively **you** can telephone **us** at **1-888-5-TALKTODAS (1-888-582-5586)** or email **us** at **customerrelations@das.ca**.

If **you** are still not happy, **you** can contact the General Insurance OmbudService (GIO). The GIO is an independent organization which exists to help resolve problems between individuals and their insurance providers. The GIO's services are available free of charge to the customer and the GIO can be contacted by telephone (toll-free number 1-877-225-0446), or through their website at www.giocanada.org. The GIO should be contacted only after **you** have first tried to resolve the issue directly with **us**.

If **you** are a resident of Quebec and **you** are not satisfied with the resolution offered by **us**, **you** may request that **we** send a copy of **your** file to *the Autorité des marchés financiers (AMF)*, which will assess the complaint and, if necessary, offer mediation services between **you** and **us**. The *AMF* does not pay any monetary compensation with regard to consumer claims, other than cases covered under its protection and compensation programs. Additional information regarding the *AMF* complaint process can be obtained at <http://www.lautorite.qc.ca/en/file-complaint-conso.html> or toll free at 1-877-525-0337.

11. Termination of policy

- (a) **You** can cancel this policy at any time by giving **us** written notice of cancellation and **we** will refund any premium paid which exceeds **our** pro-rata premium for the time **you** were insured.
- (b) **We** can cancel this policy at any time by giving **you** 15 days' notice of cancellation by registered mail or 5 days' written notice personally delivered. **We** will refund any premium paid which exceeds **our** pro-rata premium for the time **you** were insured.

12. Other insurance

We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

13. Applicable law

This policy will be governed, interpreted and enforced in accordance with the laws of the province 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.

Our Privacy Policy

Our Commitment to Protecting Your Privacy

DAS Canada (“we”, “our”, or “us”) understands the importance of maintaining personal information on a confidential basis. By providing us with your personal information or allowing us to obtain your personal information, you are trusting us with that information. We respect that trust and want you to be aware of our commitment to protect the information you share with us in the course of doing business with us. This policy describes:

- Personal Information
- Your Consent
- How We Use and Disclose Your Personal Information
- Protecting your Personal Information
- Accessing and Updating Your Personal Information
- Recourse & How to Contact Us

Personal Information

Personal information is any information that allows a person to be identified or which relates to an identifiable individual other than the individual’s name, title, business address or business telephone number.

Personal information may be gathered from different sources, for example, it may come from you, through an on-line application, a telephone conversation, email exchange or otherwise; from other interactions with us, whether written or oral in the course of doing business; from a licensed broker with whom you have a relationship; or an adjuster in the course of a claim.

Personal information that we collect about you include:

- name
- address
- telephone number
- email address
- IP address
- vehicle VIN#, make and model
- details of any legal incidents

Your Consent

Personal information about you is only collected and used with your consent. Your consent may be express or implied. For example, by applying for or obtaining coverage from us, you implicitly consent to our collection of your personal information for the purposes described in this policy. In addition, when providing any personal information, either directly or through a secondary source (such as a licensed broker or adjuster), you consent to the collection, use and disclosure of such personal information for any additional purposes which are identified at the time of collection.

You may withdraw your consent permitting us to use your personal information except as may be necessary to provide you with the coverage or other services you have obtained from us or as may be required for us to meet legal or other regulatory requirements.

How We Use and Disclose Your Personal Information

When you apply for or purchase insurance from us, you share personal information so that we may provide you with the products and services that best meet your needs and provide the insurance protection you have requested. In order to do this, we may use your personal information to:

- Identify and communicate with you
- Assess your application for insurance including underwriting and pricing your policies
- Evaluate and settle claims
- Detect and prevent fraud
- Analyze business results
- Act as required or authorized by law
- Comply with regulatory and tax requirements
- Perform any other activity communicated to you at, or prior to, the time you provide us with your personal information

We may use external service providers (including its affiliates), within and outside Canada to perform services on our behalf. Your personal information may be shared with these parties for the purposes described in this privacy policy. These parties may store your personal information outside of Canada, including in the United Kingdom and the United States. If your personal information is stored outside of Canada, it may be subject to laws of local application which may be different from the privacy legislation in Canada. Nonetheless, when we give affiliates and external service providers access to personal information we require them to comply with this privacy policy and all data protection and privacy laws applicable to DAS Canada and to such affiliate or service provider, as applicable.

In addition, we may use personal information to create aggregate tracking information reports regarding web site user demographics and web site traffic patterns. None of the tracking information in the reports can be connected to the identities or other personal information of individual users. We also may link tracking information with web site users' personal information. Once such a link is made, all of the linked information is treated as personal information and will be used and disclosed only in accordance with this policy, and in accordance with the law.

We do not sell customer information to anyone except in connection with a sale of all or substantially all of DAS Canada's assets. Beyond providing personal information to our affiliates and service providers as described in this privacy policy, we do not share customer information with third parties except as described below.

We may disclose your personal information to a government institution that has asserted its lawful authority to obtain the information or where we have reasonable grounds to believe the information could be useful in the investigation of unlawful activity, or to comply with a subpoena or warrant or an order made by a court, person or body with jurisdiction to compel the production of information, or to comply with court rules regarding the production of records and information, or to protect the rights and property of DAS Canada. If DAS Canada is involved in a merger or other reorganization, we may disclose your personal information to the resulting organization. If all or substantially all of DAS Canada's assets are acquired, your personal information will be disclosed to the entity that will continue to operate DAS Canada's business. We will require any such purchaser to agree to abide by this privacy policy in respect of all personal information disclosed.

Personal information is kept as long as it is required for the purpose for which it was collected and to meet legal and government requirements. Policies and procedures are established to manage the destruction of personal information when it is no longer required for the purpose for which it was collected.

Protecting Your Personal Information

The security of personal information is very important to us, and we take steps to safeguard it. We maintain physical, electronic and procedural safeguards in compliance with applicable law and industry business standards to guard all personal information. We limit access to personal information about you to those employees and agents who assist us in providing products and services to you. Employees who fail to follow our established standards are subject to disciplinary action. We also require our external service providers to whom we disclose personal information to adhere to this privacy policy and to establish and maintain information security procedures commensurate with the sensitivity of the personal information disclosed and which meet all legal requirements.

To help protect the confidentiality of your personal information, we employ security safeguards appropriate to the sensitivity of the information. Nevertheless, due to the nature of the internet and internet technologies, security and privacy risks for personal information transmitted over the internet cannot be eliminated and we cannot guarantee that such personal information will not be disclosed in ways not otherwise described in this policy.

More information regarding the data protection rights of using the internet can be found in our Terms and Conditions. www.das.ca

Access to and Updating Your Personal Information

You may update your personal information at any time by contacting us. You may request access to your personal information and information about our collection, use and disclosure of that information by contacting us. Subject to certain exceptions prescribed by law, you will be given reasonable access to your personal information, and will be entitled to challenge the accuracy and completeness of the information and to have it amended as appropriate. You can help us maintain the accuracy of your information by notifying us of any changes to your personal information.

Recourse & How to Contact Us

If you have questions or concerns about the privacy of personal information about you, please call us at **416-342-5400 (or toll free at 1-877-582-5586)**. We will be pleased to help you.

In most cases, a concern is resolved simply by telling us about it and discussing it with us. You should be able to get swift results by talking to us. But if you still have unresolved concerns, you may contact our Privacy Officer as follows:

DAS Legal Protection Insurance Company Limited
390 Bay Street, Suite 1610
Toronto, Ontario M5H 2Y2
Canada
Attention: Privacy Officer

Telephone: (416) 342-5400
Fax: (416) 342-4530
E-mail: privacy@das.ca

If the issue is still not resolved to your satisfaction, you may file a complaint with the Privacy Commissioner of Canada at notification@priv.gc.ca or by calling 1-800-282-1376 or any provincial privacy commission which has authority over our privacy practices.