

**IN ORDER TO BENEFIT FROM THE SERVICE PROVIDED IN THIS POLICY PLEASE CALL 1-877-633-2333.**

THE TERMS IN **BOLD** ARE DEFINED IN THE SECTION 1 OF THIS FORM.

## 1. DEFINITIONS

In the present policy the words and expressions defined must be given the following interpretation unless the context makes that impossible.

- a) **Civil liability** means the financial consequences incurring to an individual or a legal entity when it is civilly liable for damage caused to third parties.
- b) **Consumer contract** means the purchase or the lease of goods or real property, including transportation, guarantee, repair or maintenance of such goods or property. This includes any service contract you have entered into in relation to real property or goods owned or leased by you.
- c) **Dispute** means any right, action, right of action, as well as any dispute between you and a third party, whether or not there is a judicial proceeding, including any **dispute** between the you and the various authorities of the public administration. When it is reported, a **dispute** becomes a claim in the terms of this contract.
- d) **Estates and plans for the protection of the person**, the terms **estate** and **plans for the protection of the person** refer exclusively to legal steps and consultations stipulated hereunder and this, to the exclusion of any procedure towards challenging them.
  - i) **Estate**
    - **Execution of the insured person's estate**  
Legal consultations with respect to the settlement and partition of the property in the **insured's** estate;
    - **Probate of the insured** will including legal steps towards having a court probate the **insured's** holographic will or will made before witnesses.
  - ii) **Plans for the protection of the person / Mandate in anticipation of incapacity / Appointment of Adviser to a person of full age, tutor or curator**
    - Legal steps towards obtaining the homologation, before a court, of the mandate for incapacity given by the **insured person** to take care of the **insured** or to administer its property;
    - Legal steps towards appointing for the **Insured** adviser to a person of full age, a tutor or a curator;

The opening of the **Insured's** estate or the occurrence of the incapacity of the **Insured** must being during the **period of insurance**.
- e) **Excluded dispute** means a **dispute** mentioned in section 5 or a **dispute** that is not insured pursuant to section 4.
- f) **Fees**, means **fees** and expenses charged by the **professional** retained by the **Insured** and incurred to dispense services related to an **insured dispute** and necessary to protect your interests. This includes legal **fees** reasonably incurred and the **fees** of expert witnesses.

- g) **Costs** means costs and **fees** incurred for judicial proceedings such as for court stamps and notification expenses, and which may be taxed as such by a judicial or quasi-judicial tribunal under a law or an internal regulation. They include the tax for ordinary and expert witnesses before the courts as well as costs to prepare such expert testimony.
- h) **Insured dispute** means a **dispute** mentioned in section 4.
- i) **WE, US, OUR** or **Insurer**, means the Insurer providing this insurance.
- j) **YOU, YOUR** or **Insured** means the physical person named as **Insured** on the *Coverage Summary* page but, provided that they live under his roof, also to :
  - i) his family members;
  - ii) his **spouse**;
  - iii) family members of his **spouse**;
  - iv) people aged under 18 under your custody or that of the other persons named hereabove;
  - v) people aged 18 or over, under his legal custody or that of the others named hereabove.

**Spouse** means a person:

- i) who is married to or has entered into a civil union with another person and is living with that person;
- ii) 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, in the following cases, for at least one year if :

- a child has been born or is to be born of their union;
- they have adopted a child together;
- one of them has adopted a child of the other.

Even if living temporarily outside the household, any student dependant on the **Insured** or his or her **spouse**. Any person registered in a teaching establishment and pursuing full time studies is considered a student.

- k) **Limit of coverage** means, subject to the TABLE OF COVERED MAXIMUM **FEES AND COSTS**, the maximum amount payable for fees and costs for a claim according to the stage at which it is resolved, up to the amount per claim and per period of insurance specified on the *Coverage Summary* page.  
The amounts per claim and per period cannot increased due to a plurality of insured.
- l) **Limit of coverage for fees and costs** means the maximum of the **fees and costs** payable directly to your **professional** for professional services given with respect to a claim or to a legal consultation as per article 3. under the conditions stipulated in the TABLE OF COVERED MAXIMUM **FEES AND COSTS** and in relation to the steps indicated.
- m) **Negotiated settlement** means the settlement of an **insured dispute** in the absence of legal procedures.
- n) **Origin of the dispute** means the moment at which you become aware of the **dispute**, notably when the first of the following events occurs, as applicable:
  - The knowledge of any event likely to involve the coverage of this insurance;

- The receipt of a verbal or written notice to the effect that you will be sued;
  - The notification of a suit.
- o) **Out of court settlement** means the settlement of an **insured dispute** before the **dispute** is heard before a judicial, quasi-judicial or administrative tribunal.
- p) **Period of insurance** means the length of the policy stated on the *Coverage Summary* page or any other lesser period in the event of the cancellation of this insurance.
- q) **Principal Residence** means:
- i) any residential building other than a divided co-ownership building, of not more than 6 units of which you are the occupant owner; or
  - ii) any private section of a condominium building of which you are the occupant and owner, including its common areas.
- r) **Professional** means a lawyer or notary qualified to practice and a member in good standing of his professional corporation and any mediator accredited to act in respect of the article 3(g).
- s) **Professional activity** means all paid activity carried out in a continuous or regular manner, including a business, a trade, a liberal profession or the leasing of a building.
- t) **Secondary Residence** means a country or other residential building for holiday or weekend use owned by you.
- u) **Threshold of intervention** means a monetary interest exceeding the maximum amount determined in paragraph (a) of the first section of Article 536 of the Code of Civil Procedure (Small claims) as amended.
- v) **Identity theft**, the collection of personal data about you and its use without your consent for the purpose of appropriating unlawfully his/her identity so as to carry out a fraudulent or any other criminal act.

## 2. NATURE OF PROTECTIONS

This insurance provides legal protection in the form of financial assistance allowing you to reach a **negotiated settlement** or judicial resolution of **disputes**, the whole as defined in this policy.

Only those **insured disputes** are insured, subject to all exclusions, conditions and limitations in this policy.

## 3. SCOPE OF PROTECTIONS

Subject to the **limit of coverage**, to the **limit of coverage for fees and costs**, to the respect of the formalities prescribed and of the other provisions of this policy, the **insurer** commits itself as follow, in the event of a claim, to the **professional** retained by you:

- a) **Legal consultation**
- i) In the case of an **insured dispute** settled and closed after the first legal consultation of the **professional**, to pay up to one hundred per cent (100%) of the maximum provided in the TABLE OF COVERED MAXIMUM FEES AND COSTS, the amount of **fees** related to this first consultation requested by you.
  - ii) In the case of an **estate** or of **plans for the protection of the person** as defined and requiring legal consultations

or steps, to pay, up to one hundred per cent (100%), the amount of the **professional's** extra-judicial **fees** and of the judicial and extra-judicial **costs** incurred in the your name.

b) **Negotiated settlement**

In the case of a **negotiated settlement** as defined herein, to pay, up to one hundred per cent (100%) of the maximum provided in the TABLE OF COVERED MAXIMUM FEES AND COSTS, the amount of the **fees** of the **professional** retained by you.

c) **Out of court settlement**

In the case of an **out of court settlement** of a **insured dispute**, up to one hundred per cent (100%) of the maximum provided in the TABLE OF COVERED MAXIMUM FEES AND COSTS, the **fees** of the **professional** retained by you, the **fees and costs** incurred up to then by you, as well as the **fees and costs** which may otherwise be taxable against you in favour of the opposing party.

d) **Trial**

In the case where the **insured dispute** proceeds to a hearing on its merits before the competent judicial, quasi-judicial or administrative court, including any steps to appeal, to pay, up to one hundred per cent (100%) of the maximum provided in the TABLE OF COVERED MAXIMUM FEES AND COSTS, the amount of the **fees** of the **professional** retained by you, the amount of the **fees and costs** incurred by you, as well as, if applicable, the amount of the legal **fees and costs** duly taxed in favour of the opposing party.

e) **Coroner's Inquest**

In the case where a coroner's inquest is held, to pay, up to one hundred per cent (100%), the amount of the **fees** of the **professional** and the **costs** incurred to represent the **insured** as an interested person in the context of a public coroner's inquest.

f) **Small claims court**

For cases of an **insured dispute** heard in Small Claims Court, Civil Division of the Court of Quebec, and whose pecuniary interest corresponds to a sum equal to or exceeding \$3,000, up to one hundred per cent (100%) of the maximum provided in the TABLE OF COVERED MAXIMUM FEES AND COSTS, the amount of the **fees** of the **professional** retained by you, for legal consultations for the preparation of the hearing and the execution costs of a judgment in your favor.

For the purposes of this coverage, are covered only **insured disputes**. The **origin of the dispute** must be after the inception date of this insurance.

g) **Family Mediation**

In the case of a Family Mediation, to pay on behalf of the **Insured** with dependent child/children, up to one hundred percent (100%) of the maximum amount set out in the TABLE OF COVERED MAXIMUM FEES AND COSTS, the amount of the **fees** resulting from Family Mediation sessions conducted by a mediator accredited by the Québec Department of Justice to settle the legal terms and conditions of his legal separation, divorce, dissolution of civil union or to set or revise a judgment which had previously set the conditions of the children's custody and pension.

For the purpose of this coverage, the mediation process must have originally begun after the inception date of this insurance.

h) **Identity theft**

In the case of your **identity theft**, up to one hundred percent (100%) of the maximum amount set out in the TABLE OF COVERED MAXIMUM FEES AND COSTS, the amount of legal **fees and costs** for consultations and for the approach required to avoid the fraudulent use of his identity and to restore it.

For the purpose of this coverage, the **identity theft** must have become known after the inception date of this insurance and must be notified to the police immediately when the **identity theft** becomes known, subject to a police investigation being begun.

**Maximum payable**

In all cases described in above, the Insurer may not however be called upon to pay any amount which exceeds the maximum indemnity shown in the TABLE OF COVERED MAXIMUM FEES AND COSTS.

**4. INSURED DISPUTES**

Subject to the conditions and exclusions of this insurance, notably to the **threshold of intervention**, are insured the **disputes** exclusively included in the following areas and related to your private life outside of any **professional activity**, volunteer or commercial activities:

a) **Consumer contract**

Any **dispute** involving a fraud, a consideration, an illegal sale or rental, latent defects and false or misleading advertising related to a **consumer** contract and more generally any failure to respect obligations related to such a contract.

b) **Bodily injury or property damage**

Any **dispute** relating to damages which the you are likely to make against an individual or corporation or an organization because of bodily injury or material damage sustained by you as a result of the contractual or extra-contractual civil liability of a third person as well as any **dispute** for bodily injury or material damages that a third person has or might take against you based on your contractual or extra-contractual liability.

This clause in no case covers any claim for punitive or exemplary damages.

c) **Property and residence**

Any **dispute** relating :

- i) to your residential lease;
- ii) to your **principal residence** or **secondary residence**;
- iii) to the tenants of your **principal residence** or **secondary residence**.
- iv) to boundary **disputes**, expropriation or **dispute** between neighbors sustained by you.

d) **Income security**

Any **dispute** relating to difficulties in having your rights recognized under public or private plans towards replacing your income.

e) **Employment**

Any **dispute** relating to your personal employment between you and your employer as a salaried employee, EXCEPT those arising from union or **professional activities**.

**5. EXCLUDED DISPUTES**

Is excluded any **dispute**:

a) **Dishonest or criminal act**

Originating from a theft or a fraud or from an illegal, criminal or intentional act by you;

b) **Bad faith or malicious approach**

Which in the opinion of the **Insurer's** representatives, following the mandatory verifications made under articles 6 (a) and 6 (g) herein, is evidently not founded in fact or in law, or amounts evidently on your part to an act of bad faith or a malicious, humiliating, vengeful or dilatory act towards a third party;

c) **Entrusted or settled prior to authorization of the Insurer**

Which, at the time of the notice of claim as prescribed herein, has already been assigned by the **Insured** to a **professional**, EXCEPT in cases of emergency, or which, in all cases, has already been settled without the **Insurer's** prior agreement;

d) **Late declaration**

Which is not declared within a thirty (30) day period starting from the **origin of the dispute**, or in a shorter delay if the law subjects the exercise of your rights to such shorter delay;

e) **Threshold of intervention**

- i) Of which the monetary interest is less than the **threshold of intervention** EXCEPT for the coverage specified at the article 3 (f).
- ii) That pertains to a contract of successive performance other than the one referred to a lease of real property, when the sum of the amounts involved is less than the **threshold of intervention**;
- iii) Which relates to your commercial lease or your residential lease and in which the value, when considered on an annual basis, is below the **threshold of intervention**;

f) **Other insurance**

That is already covered by other insurance or which pertains to a situation for which you are at fault by not abiding to a legal obligation to insure;

g) **Coverage period**

Of which the origin occurs at a date prior to that of the effective date of this policy or at a date after the expiry of this policy;

h) **Personal and advertising injury**

Which results from libel, slander, or verbal or written insults by any means of communication whatsoever, whether related to civil or penal proceedings;

- i) **Existing Legal aid**  
For which there already exists a public or private legal aid system for which you are eligible;
- j) **Not covered dispute**  
Which is not specifically covered or which is excluded from this contract;
- k) **Disputes between Insureds**  
Which puts you in conflict with another Insured covered by this policy;
- l) **Surety**  
Which involves you as a surety, guarantor or assignee of rights;
- m) **Patent and copyright**  
Which relates to a patent for an invention, a trademark or copyrights;
- n) **Neighbourhood trouble**  
Which concerns boundary **disputes**, expropriation or **disputes** between neighbors which are caused by you;
- o) **Professional or administrative error and omission**
  - i) Which concerns a claim of breach of a professional obligation of the **Insured** or as representative, administrator or director;
  - ii) Which concerns a **dispute** with any organization of the public administration other than **dispute** specifically covered;
- p) **Dispute involving Promutual Group**  
Which puts you in conflict with any subsidiary of the Promutual Group or one of its related companies or one of its agents or representatives.
- q) **Worker's union**  
For which you are represented by a union, EXCEPT if it is the condominium owners' syndicate of a condominium building;
- r) **Family and matrimonial law**  
Concerning family or matrimonial law EXCEPT for the coverage specified at the article 3 (g).

## 6. RIGHTS AND OBLIGATIONS IN THE EVENT OF A CLAIM

- a) **Notice of claim**  
You must notify us without delay, in compliance with this policy, of any **dispute** whose nature is likely to involve the coverage of this insurance.  
You must give such notice prior to consulting a **professional** for any **dispute** which may be covered by this insurance, EXCEPT in case of emergency.  
You or any other person on your behalf, must give such notice to our representatives and obtain from them the authorization to consult a **professional** as described in this insurance.  
Failure to comply with any of the above requirements shall disentitle you from recovery under the policy with respect to the event.

- b) **Choice of professional**  
You are free to choose the **professional**. You must however never on its own initiative consult a **professional** with respect to your case, nor have a judicial or extra-judicial proceeding issued before advising us, in accordance with the provisions of above article 6 (a), EXCEPT in case of emergency.  
Failure to comply with a duty results in the forfeiture of your rights under this insurance with respect to the **dispute** concerned.  
The **insured person**, or a representative of the **insured business**, must bring to the attention of the **professional** chosen, the information related to this insurance, notably the **limit of coverage** and the TABLE OF COVERED MAXIMUM FEES AND COSTS.
- c) **Co-operation of the Insured**  
The **Insured** have the responsibility to minimize the **fees and costs** to be incurred and to see to it that this duty is fulfilled by the **professional** chosen.  
At our request, you must provide us with or take steps in order for us to obtain copies of any document as well as a report of the **dispute** allowing us to evaluate its legal grounds; EXCEPT with respect to correspondence exchanged between you and the **professional**. Failure to comply with this duty results in the forfeiture of your rights under this insurance with respect to the **dispute** concerned.  
Even in the course of proceedings, we maintain the right after communication of documents or information, to refuse your claim due to the fact that the **dispute** is evidently not founded in fact or in law.
- d) **Opposing party cannot be found or insolvent**  
In case of impossibility to locate the opposing party, in case of insolvency of the opposing party or if it is established that it is impossible to have your rights affirmed, we reserves the right to suspend coverage of **fees and costs** of an action or execution which has become useless, subject to one or the other being reinstated if new or founded information were to allow your debtor to be found or his or her solvency to be proved.
- e) **Plurality of parties represented by the professional**  
If the **professional** represents other persons in addition to you, we will be liable only for your actual proportionate share of the **fees and costs**.  
If the **professional** is called upon to represent several person covered by this insurance within the framework of the same **dispute**, this **dispute** will be considered as a single claim and will be subject to the **limit of coverage** of this insurance.
- f) **Inexact declaration**  
If in the course of the **dispute** we find that information you have given to us upon giving notice of the claim or subsequently is false, erroneous or inaccurate, we may then declare you as having forfeited your rights with respect to this insurance concerning the **dispute** in question and claim from you the reimbursement of sums already disbursed. This false, erroneous or inaccurate information may lead, at our request, to the immediate cancellation of the policy.



g) **Right to verify**

We reserve the right to verify or to have verified the merits and appearance of right of your position, the opportunity and urgency of decisions to be made, the possibilities of a **negotiated settlement** prior to any proceedings, the possibilities of an **out of court settlement** as well as the justification and the amount of the **fees and costs**.

h) **Offer of settlement**

Any offer of settlement must be submitted to our representatives by you or by the **professional** whom you have selected. In the case where the we are of the opinion that the offer of settlement is acceptable but that you refuse it, we reserve the right to refuse to assume the fees and costs incurred subsequently to your refusal.

i) **Payment of fees and costs**

The **fees and costs** which you have assumed under this insurance will be paid directly to the **professional** responsible for your case, upon presentation of his or her bill for **fees and costs** detailing the professional services rendered and the disbursements incurred, all following the verification and approval of our representatives.

You shall in no case personally pay these **fees and cost** EXCEPT regarding the part he has to bear.

The **professional's fees** must represent services effectively rendered.

The limits of indemnity payable specified in the TABLE OF COVERED MAXIMUM **FEES AND COSTS** will not be increased due to a plurality of **professionals** involved in the case.

We reserves the right to make sure that the statement of **fees and costs** of the **professional**, as well as any request for payment of legal **costs**, are covered by this insurance and are justified and reasonable.

j) **Recovery of legal cost**

Legal **costs** recovered from the opposing party as **costs** must reduce by as much the statement of legal disbursements incurred and billed by your **professional**.

d) **Combined coverages**

Coverages stipulated in Articles 3 (d) and 3 (f) are independent of one another and may in no case be combined to cover the same **dispute**.

e) **Arbitration**

*(Regarding this insurance, this article repeals and replaces any other article in this contract.)*

Any **dispute**, disagreement or claim between the parties of the present contract, with regard to the interpretation or execution of the conditions of this insurance or to the default of one of the parties to respect its obligations, must compulsorily be submitted to arbitration in accordance with the provisions set forth in articles 2638 to 2643 of the Civil Code of Quebec and of the article 620 and following of Code of Civil Procedure of Quebec, declining recourse to other tribunals.

Arbitration will be held before a single arbitrator designated by joint agreement of the parties. Arbitration **fees** are payable by each of the parties, EXCEPT when the decision favours you, in which case we will pay the fees in total.

f) **Transfer of insurance**

In the event of your death, your bankruptcy or the transfer among joint insureds of their interest in the insurance, the insurance coverage is maintained in favor of the heir, in the trustee in the bankruptcy of the remaining **Insured**.

**TABLE OF COVERED MAXIMUM FEES AND COSTS**

The **Insurer** undertake to pay the **professional** engaged by the **insured** the following amounts, as a financial contribution to help the **Insured** resolve the **insured dispute**.

The **Insurer** will pay the **professional** a maximum fee of \$125 per hour.

The **Insurer** will pay a maximum fee of \$50 per hour for the services rendered by an articling clerk or the paralegal staff employed and directed by the **professional**.

The **limit of coverage**, as mentioned in this table, includes **fees and costs**, court **costs and fees** and expenses that may be payable to the opposing party in the course of the **dispute**. The limit includes all applicable tax.

All the amounts payable under this insurance are subject to the **limit of coverage** mentioned here which are themselves limited according to the step at which the **dispute** is effectively resolved.

**7. INSURANCE CONDITIONS**

a) **Application of the coverage**

Application of coverage of this insurance is subsequent to a waiting period of sixty (60) days which does not however apply to the annual renewal.

b) **Territory**

Coverage under this insurance applies exclusively to **disputes** originating in Quebec, being within the jurisdiction of the judicial, quasi-judicial or administrative courts of Quebec and exercised or having to be exercised before them.

We do not cover **disputes** susceptible to end in judicial decisions which may be enforced only outside of Quebec.

c) **Other insurance**

When several valid legal fees insurance policies have been purchased without fraud and cover the same **dispute**, this insurance shall take effect in proportion to all the insurance in effect up to the limit of coverage.



STEP IN DISPUTE	LIMIT OF COVERAGE
Initial consultation after notice to the <b>Insurer</b>	Maximum \$125
Negotiated settlement	Maximum \$1,000
<b>Out of court settlement</b>	Maximum \$2,000
Hearing on the merits including any appeal, judicial review etc.	Maximum \$7,500
<b>Estates and plans for the protection of the person</b>	Maximum \$1,000
Coroner's Inquest	Maximum \$1,875
Small claims court (Including the execution costs of a judgment in favor of the Insured)	Maximum \$500
Family mediation	Maximum \$1,000
<b>Identity theft</b>	Maximum \$1,500

In no case can the coverage be combined and the coverage includes in every case the **fees and costs** as well as court **costs** and applicable taxes.

In no case shall the **Insurer** be asked to pay more than the maximum provided for the step at which the **dispute** is resolved. These maximum amounts apply to the **insured person** and the **insured business** each independently. The **insured person** and the **insured business** must assume the excess fees owed to the **professional** of their choice and, in such case, the **insured person** and the **insured business** must contract directly with the **professional** and shall be solely liable for the **fees** exceeding the maximum covered amounts provided by this contract.

#### Costs

The following disbursements are paid upon presentation of vouchers by the designated **professional**.

- Long distance calls, communications by fax, telegrams, messenger services, or any other means of rapid communication hired by the **professional** chosen by the **insured person** or the **insured business**.
- Travel in excess of twenty kilometres: \$0.40 per kilometre.
- Meals : \$15.00
- **Costs** required by the tribunal or government body in order to assert or defend the **insured person's** rights or those of the **insured business** which cannot be recovered in a bill of **costs**.

#### Legal costs

All taxable legal **costs**, including court stamps, bailiff fees, authentic documents, stenographers and witnesses.