

POLICY NUMBER:

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 7 OF THIS FORM.

1. NATURE OF PROTECTIONS

This insurance provides legal protection in the form of financial assistance allowing the **insured** 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.

2. 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 the **insured** :

(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 the **Insured**.

(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 **insured person's** name.

(b) **Negotiated settlement**

In the case of a **negotiated settlement** of a **insured dispute**, 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 the **Insured**.

(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 the **Insured**, the **fees and costs** incurred up to then by the **insured**, as well as the **fees and costs** which may otherwise be taxable against the **Insured** 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 the **Insured**, the amount of the **fees and costs** incurred by the **insured person**, 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 person** 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 the **insured person**, for legal consultations for the preparation of the hearing and the execution **costs** of a judgment in favor of the **Insured**.

For the purposes of this coverage, are covered only **insured disputes** under the context of the private life and involving the **insured person**. 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 person** 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 the **insured person's 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".

3. INSURED DISPUTES

(A) IN THE CONTEXT OF BUSINESS INSURANCE

Subject to the conditions and exclusions of this contract, notably to the **threshold of intervention**, are insured the **disputes** exclusively included in the following areas and related to the **insured business** :

- (a) **Administration**
In defense exclusively in any **dispute** concerning a law referred to in the Consumer Protection Act, the Workplace Health and Safety Act, Youth Protection Act, as well as laws governing business practices, competition and companies.
- (b) **Operations of the insured business**
 - (i) Any **dispute** relating to a commercial transaction with a supplier of goods or services;
 - (ii) In defense exclusively to a **dispute** relating to any other commercial transaction.
- (c) **Place of business**
Any **dispute** concerning :
 - (i) commercial lease of a place of business of the **insured business** SUBJECT that this place of business is mentioned being an insured location on the <Coverage summary>;
 - (ii) A building which is owned by the **insured business** and which is mentioned being an insured location on the <Coverage summary>.
- (d) **Employment**
Any **dispute** concerning individual employment conflicts opposing the **insured business** to one of its employees, as a salaried employee, and excluding any **dispute** arising from union activity.

(B) IN THE CONTEXT OF PRIVATE LIFE

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 the private life of the **insured person** 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 **insured person** is likely to make against an individual or corporation or an organization because of bodily injury or material damage sustained by the **insured person** as well as any **dispute** for bodily injury or material damages that a third person has or might take against the **insured person**.
This clause in no case covers any **dispute** for punitive or exemplary damages.
- (c) **Property and residence**
Any **dispute** relating :
 - (i) to the **insured person**'s residential lease;
 - (ii) to the **insured person**'s **principal residence** or **secondary residence**;
 - (iii) to the tenants of the **insured person**'s **principal residence** or **secondary residence**.
 - (iv) to boundary **disputes**, expropriation or **dispute** between neighbors sustained by the **insured person**.
- (d) **Income security**
Any **dispute** relating to difficulties in having the **insured person**'s rights recognized under public or private plans towards replacing the **insured person**'s income.
- (e) **Employment**
Any **dispute** relating to the **insured person**'s personal employment between the **insured person** and the **insured person**'s employer as a salaried employee, EXCEPT those arising from union or **professional activities**.

4. 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 the **insured person** or a representative of the **insured business**;
- (b) Bad faith or malicious approach
Which in the opinion of the **Insurer**'s representatives, following the mandatory verifications made under articles 5 (a) and 5 (g) herein, is evidently not founded in fact or in law, or amounts evidently on the **Insured**'s 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 the **Insured**'s rights to such shorter delay;
- (e) Threshold of intervention
 - Of which the monetary interest is less than the **threshold of intervention** EXCEPT for the coverage specified at the article 2 (f).
 - 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**;
 - Which relates to a commercial lease of the **insured business** or to the residential lease of **insured person**'s 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 the **Insured** is 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 the **Insured** is eligible;
- (j) Not covered dispute
Which is not specifically covered or which is excluded from this contract;
- (k) Disputes between Insureds
Which puts the **Insured** in conflict with another **Insured** covered by this policy;
- (l) Surety
Which involves the **Insured** 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 the **Insured**;
- (o) Professional or administrative error and omission
 - Which concerns a claim of breach of a professional obligation of the **Insured** or as representative, administrator or director;
 - Which concerns a **dispute** with any organization of the public administration other than **dispute** specifically covered;
- (p) Dispute involving Promutual Group
Which puts the **Insured** in conflict with any subsidiary of the Promutual Group or one of its related companies or one of its agents or representatives.

IS ALSO EXCLUDED FROM THE BUSINESS INSURANCE

Any **dispute** :

- (q) Debts
Which concerns the recovery of debts owed to the **insured business**;
- (r) Civil liability
Which concerns the **civil liability** of the **insured business**;
- (s) Warranty
Which concerns a commitment of quality or performance given by the **insured business** in the course of its operations;
- (t) Collective agreement and unionization
Which concerns directly or indirectly a collective agreement or the unionization of the **insured business**.

IS ALSO EXCLUDED IN THE CONTEXT OF THE PERSONNAL LIFE

Any **dispute**

- (u) Worker's union
For which the **insured person** is represented by a union, EXCEPT if it is the condominium owners' syndicate of a condominium building;
- (v) Family and matrimonial law
Concerning family or matrimonial law EXCEPT for the coverage specified at the article 2 (g).

5. RIGHTS AND OBLIGATIONS IN THE EVENT OF A CLAIM

(a) **Notice of claim**

The **insured person** or a representative of the **insured business** must notify the **Insurer** without delay, in compliance with this policy, of any **dispute** whose nature is likely to involve the coverage of this insurance. The **Insured** must give such notice prior to consulting a **professional** for any **dispute** which may be covered by this insurance, EXCEPT in case of emergency.

The **insured person** or any other person on his behalf, or a representative of the **insured business** must give such notice to the **Insurer's** 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 the **insured person** or the **insured business** from recovery under the policy with respect to the event.

(b) **Choice of professional**

The **insured person**, or the **insured business**, is free to choose its **professional**. The **Insured** must however never on its own initiative consult a **professional** with respect to its case, nor have a judicial or extra-judicial proceeding issued before advising the **Insurer**, in accordance with the provisions of above article 5 (a), EXCEPT in case of emergency.

Failure to comply with a duty results in the forfeiture of **insured person's** rights or those of the **insured business** under this insurance with respect to the **dispute** in question.

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 request, the **Insured** must provide the **Insurer** with or take steps in order for the **Insurer** to obtain copies of any document as well as a report of the **dispute** allowing the **Insurer** to evaluate its legal grounds; EXCEPT with respect to correspondence exchanged between the **Insured** and the **professional**.

Failure to comply with this duty results in the forfeiture of the **Insured's** rights under this insurance with respect to the **dispute** concerned.

Even in the course of proceedings, the **Insurer** maintains the right after communication of documents or information, to refuse the **Insured** 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 the **Insured's** rights affirmed, the **Insurer** 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 the **Insured's** 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 the **Insured**, the **Insurer** will be liable only for the **Insured's** actual proportionate share of the **fees and costs**.

If the **professional** is called upon to represent several **Insured** or an **insured person** and the **insured business** 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** the **Insurer** finds that information the **Insured** have given to the **Insurer** upon giving notice of the claim or subsequently is false, erroneous or inaccurate, the **Insurer** may then declare the **Insured** as having forfeited the **Insured's** rights with respect to this insurance concerning the **dispute** in question and claim from the **Insured** the reimbursement of sums already disbursed. This false, erroneous or inaccurate information may lead, at **Insurer's** request, to the immediate cancellation of the policy.

(g) **Right to verify**

The **Insurer** reserves the right to verify or to have verified the merits and appearance of right of the **Insured's** 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 the **Insurer's** representatives by the **Insured** or by the **professional** whom the **Insured** have selected. In the case where the **Insurer** is of the opinion that the offer of settlement is acceptable but that the **Insured** refuse it, the **Insurer** reserves the right to refuse to assume the **fees and costs** incurred subsequently to the **Insured's** refusal.

(i) **Payment of fees and costs**

The **fees and costs** which the **Insurer** have assumed under this insurance will be paid directly to the **professional** responsible for the **insured's** 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 the **Insurer's** representatives.

The **Insured** 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.

The **Insurer** 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 the **professional** of the **Insured**.

6. 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.

The **Insurer** does 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**.

(d) **Combined coverages**

Coverages stipulated in Articles 2 (d) and 2 (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 the **Insured**, in which case we will pay the fees in total.

(f) **Transfer of insurance**

In the event of the death of the **insured person**, the bankruptcy or the **Insured** 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**.

7. **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 the **Insured** have entered into in relation to real property or goods owned or leased by the **Insured**.
- (c) **Dispute** means any right, action, right of action, as well as any **dispute** between the **Insured** and a third party, whether or not there is a judicial proceeding, including any **dispute** between the **Insured** 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 person's** estate;

- **Probate of the insured person's** will including legal steps towards having a court probate the **insured person'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 person** or to administer its property;

- Legal steps towards appointing for the **insured person** an adviser to a person of full age, a tutor or a curator;

The opening of the **insured person's** estate or the occurrence of the incapacity of the **insured person** must be during the **period of insurance**.

- (e) **Excluded dispute** means a **dispute** mentioned in section 4 or a **dispute** that is not insured pursuant to section 3.

- (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 the **Insured** 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**, means either the **insured person**, or the **insured business**, or both.

- (i) **Insured business** means the business described in the Coverage Summary page.

- (j) **Insured dispute** means a **dispute** mentioned in section 3.

- (k) **Insured person** means the person named as insured on the <Coverage Summary> 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 person.

Any person registered in a teaching establishment and pursuing full time studies is considered a student.

- (l) **Insurer** means the **Insurer** offering the present policy.

- (m) **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 \$7,500 per claim and \$15,000 per **period of insurance**. The amounts per claim and per period cannot be increased due to a plurality of insured.

- (n) **Limit of coverage for fees and costs** means the maximum of the **fees and costs** payable directly to the **insured's professional** for professional services given with respect to a claim or to a legal consultation as per article 2.a under the conditions stipulated in the "TABLE OF COVERED MAXIMUM **FEES AND COSTS**" and in relation to the steps indicated.

- (o) **Negotiated settlement** means the settlement of an **insured dispute** in the absence of legal procedures.

- (p) **Origin of the dispute** means the moment at which the **insured** 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 the **Insured** will be sued;

- The notification of a suit.

- (q) **Out of court settlement** means the settlement of an **insured dispute** before the **dispute** is heard before a judicial, quasi-judicial or administrative tribunal.
- (r) **Period of insurance** means the length of the policy stated in the <Coverage Summary page> or any other lesser period in the event of the cancellation of this insurance.
- (s) **Principal Residence** means:
 - (i) any residential building other than a divided co-ownership building, of not more than 6 units of which the **Insured** is the occupant owner;
or
 - (ii) any private section of a condominium building of which the **Insured** is the occupant and owner, including its common areas.
- (t) **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 2(g).
- (u) **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.
- (v) **Secondary Residence** means a country or other residential building for holiday or weekend use owned by the **insured person**.
- (w) **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.
- (x) **Identity theft**, the collection of personal data about the **insured person** and its use without the consent of the **Insured** for the purpose of appropriating unlawfully his/her identity so as to carry out a fraudulent or any other criminal act.

TABLE OF COVERED MAXIMUM FEES AND COSTS

The **Insurer** undertakes 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.

Step in dispute	Limit of coverage
Initial consultation after notice to the Insurer	Maximum \$125
Negotiated settlement	Maximum \$1,000
Out of court settlement	Maximum \$2,000
Hearing on the merits including any appeal, judicial review etc.	Maximum \$7,500
Estates and plans for the protection of the person	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
Identity theft	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.