

# CDSPI Legal Expense Insurance

## Legal Expense Insurance Policy



Legal Helpline access

Please read this policy carefully and in full to familiarize yourself with the coverage, terms and conditions. This document also outlines:



Claims process



Complaint handling

If you are unsure about anything in this document, please contact CDSPI.

---

**ARAG Legal Solutions Inc.**

T| 416.342.5400 or 1.888.582.5586

W| [ARAG.ca](http://ARAG.ca)



## Table of Contents

CDSPI Legal Expense Insurance Policy .....	2
Legal Helpline .....	3
Making a Claim .....	3
Definitions.....	4
Agreement .....	6
1. Disciplinary Hearings and Investigations.....	8
2. Fitness to practice committee hearings.....	8
General Exclusions.....	9
Policy Conditions.....	12
Statutory Conditions .....	15
Customer Complaints .....	20
Privacy Policy .....	22

## ARAG Business Legal Solutions

### CDSPI Legal Expense Insurance Policy

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

***Please note this policy contains clauses which may limit the amount payable.***

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

Words and phrases in **bold** have special meanings as defined in Definitions section.



## Legal Helpline

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

The Legal Helpline is available seven days a week from 8:00 a.m. to midnight (local time), with emergency assistance available.



**For general legal assistance on any matter, please call:**

**1.833.556.1705**

Calls to this service may be recorded.

The lawyer cannot provide case specific research or review documents.

The helpline cannot provide information in respect of a dispute with **us, the Insurer, or CDSPI. We** will not accept responsibility if the helpline service is unavailable for reasons **we** cannot control.

## 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 the Insurer will not pay for any legal costs you incur before we have accepted your claim, even if we later accept the claim.***

**You** may report a claim to **us** by:

- Calling the Legal Helpline phone number while **you** are insured under this policy
- Email at [claims@arag.ca](mailto:claims@arag.ca)
- Mail to our Head Office address listed on [ARAG.ca](http://ARAG.ca)

Please include **your** CDSPI Account number which can be found on your Malpractice Memorandum of Insurance. **We** will then advise **you** on next steps.



## Definitions

The following definitions apply wherever these words or phrases appear in bold in the policy.

### **Appointed representative**

The lawyer, accountant or other suitably qualified person appointed by **us** on behalf of the **insured person** to act for an **insured person**.

### **Date of Occurrence**

For a matter under the disciplinary hearings and investigations and fitness to practice, the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.

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

### **Insured person**

A dentist who has applied for and been approved for Practicing Status Coverage under the Malpractice Liability Insurance Plan policy 8934500, as shown on the Policy Declaration Page as the policyholder, excluding members of the British Columbia Dental Association.

### **Insurer**

HDI Global Specialty SE.

### **Legal costs**

In respect of the insured events described in this policy:

1. all reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative** including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports incurred by the **appointed representative**;
2. the costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with **our** agreement;
3. the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of \$500 per **insured person** per day, and \$10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing.



## Definitions

### Reasonable prospects

For civil cases **reasonable prospects** means that **we** agree that it is always more likely than not that an **insured person** will recover losses or damages (or obtain other legal remedy which **we** have agreed to) or make a successful defence.

For appeals relating to any insured event, **reasonable prospects** means that **we** agree that it is always more likely than not that the appeal will be successful.

The **reasonable prospects** requirement does not apply to claims for Disciplinary Hearings or Fitness to Practice hearings in the first instance, but will apply to any subsequent appeal of decisions from these hearings.

### Territorial limit

Canada.

### We, us, our

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

### You, your

Members of their respective dental association as shown on the Policy Declaration Page as the policyholder.



## Agreement

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

1. The **date of occurrence** of the insured event happens within the period the **Insurer** has agreed to cover an **insured person**; and
2. The insured event occurs within the **territorial limit** and any legal proceedings will be dealt with by a regulatory or professional tribunal, court, or other body which **we** agree to, within the **territorial limit**; and
3. The **legal costs** are incurred after the claim has been accepted by **us**, and are limited to:
  - a. The reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative**, including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports incurred by the **appointed representative**;
  - b. Costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with **our** agreement; and
  - c. The cost of the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of \$500 per **insured person** per day, and \$10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing; and
  - d. For civil cases and appeals relating to any insured event, **reasonable prospects** exist for the duration of the claim.

Except where stated otherwise, the **Insurer** will not pay **legal costs** incurred with respect to the enforcement of judgments or final orders, or settlement agreements, or minutes of settlement, which may arise in the pursuit or defence of **your** legal rights from an accepted claim under this policy.

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

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

**We** agree there are **reasonable prospects** of success for the appeal. The policy, together with the policy declaration page and any endorsement, and incorporating the application and any information **you** have provided, forms the contract of insurance between **you** and the **Insurer**.

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



## **Agreement**

### **Policy Commencement and Cancellation**

**Your** coverage under this Policy commences on the date set out in the Declarations issued to **you**, provided that **your** initial premium under the Malpractice Policy issued pursuant to Master Policy Number 8934500 has been received by CDSPI thereunder.

**We** may cancel your **Policy** during its term only in the event of cancellation of **your** Malpractice Policy for non-payment of premium or if **you** no longer satisfy the requirements for eligibility for coverage and by giving **you** no less than 15 days' prior written notice of cancellation by registered mail or personally delivered, in either case, in accordance with the Statutory Conditions of this **Policy**.



## Insured Events

### 1. Disciplinary Hearings and Investigations\*

#### What Is Covered

The **Insurer** will pay an **insured's legal costs** in respect of a disciplinary proceeding or investigation brought against that **insured person** by a regulatory or professional body that issued a licence or professional designation to that **insured person** provided that the disciplinary proceeding or investigation relates to the activities of the **insured person** carried out in their professional capacity.

#### What Is Not Covered

The first \$1,000 in **legal costs**. This is payable if the dispute cannot be resolved by us and requires an **appointed representative**. This amount is payable to the **appointed representative** as soon as they are retained.

*\*Inquiry Panel in the Province of Manitoba*

### 2. Fitness to practice committee hearings

#### What Is Covered

The **Insurer** will pay an **insured person's legal costs** in respect of a fitness to practice committee hearing, or any provincial equivalent hearing, brought against that **insured person** by a regulatory or professional body that issued a licence or professional designation to that **insured person**.

#### What Is Not Covered

1. The first \$1,000 in **legal costs**. This is payable if the dispute cannot be resolved by us and requires an **appointed representative**. This amount is payable to the **appointed representative** as soon as they are retained
2. Any claim where the notification of the complaint made against the **insured person**, or any resulting investigation, that led to the fitness to practice committee hearing, occurred prior to the inception date of this policy.



## **Limit of Indemnity under this policy**

The **Insurer** will pay up to the limit of indemnity shown in the Policy Declaration Page in respect of **legal costs** related to all claims, or appeals resulting from one or more events arising at the same time or from the same originating cause.

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

## **General Exclusions**

This insurance does not apply to:

### **1. Events not connected with your business**

Any event not arising in connection with the business shown in **your** policy declaration page.

### **2. Wilful acts**

Any claim resulting from an act which is wilfully committed, and the results of which are consciously intended, by an insured person.

### **3. Late reported claims**

A claim reported to **us** more than 120 days after the **date of occurrence**.

### **4. Legal costs not agreed with us**

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

### **5. Legal action not agreed with us**

Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to or where an **insured person** does anything that hinders **us** or the **appointed representative**.

### **6. Contingency fee agreements**

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

### **7. Disputes with any governmental or public body**

Any **legal costs** relating to a review or dispute regarding the lawfulness of any decision or action of any federal or provincial governmental or quasi – governmental body, or any other local or public authority, other than in relation to an accepted claim in respect of any event insured under this policy.

### **8. Class action proceedings**

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



## General Exclusions

### 9. Costs awarded outside of Canada

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

### 10. Damages, fines and penalties

Damages, fines, penalties, compensation or restitution orders which the **insured person** is ordered to pay by a court or other authority and any costs awarded in criminal or statutory proceedings.

### 11. Disputes with ARAG, the Insurer,

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

### 12. Fraudulent claims

Any claim which is fraudulent, exaggerated or dishonest.

### 13. Claims under this policy by a third party

Apart from **us**, only an **insured person** may enforce all or any part of this policy and the rights and interests arising from or connected with it.

### 14. 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.



## **General Exclusions**

### **15. Intellectual property disputes**

Any claim related to disputes about patents, copyrights, trademarks, merchandise marks, registered designs, or intellectual property.

### **16. Agency agreement disputes**

Any claim relating to rights under a franchise or agency agreement entered into by **you**.

### **17. Defamation**

A claim relating to written or oral remarks which damage an **insured person's** reputation.

### **18. Disputes relating to the validity of legislation**

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



## Policy Conditions

### 1. Observance of policy terms

The **insured person** must:

- (a) comply with the terms and conditions of this policy;
- (b) notify **us** immediately of any change in circumstance which may materially affect **our** assessment of the risk;
- (c) take reasonable steps to avoid and prevent claims;
- (d) take reasonable steps to avoid incurring unnecessary costs;
- (e) send everything **we** reasonably ask for in writing;
- (f) report to **us** full and factual details of any claim as soon as practicable and give **us** any information **we** reasonably need.

### 2. Notice of Insured Event

The **insured person** shall notify **us** of any insured event which may give rise to coverage, as soon as they become aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to coverage shall be forfeited by the **insured person** where such non-compliance has caused prejudice to **us**.

### 3. Conduct and control of claim

- (a) If it is necessary to take legal proceedings, an **appointed representative** will be appointed by **us** on behalf of the **insured person** in accordance with **our** standard terms of appointment and will be retained by the **insured person**.
- (b) Where **we** have agreements with more than one law firm with respect to a specialty, the **insured person** may select their **appointed representative** from that panel of law firms.
- (c) The **insured person** must cooperate with **us** and must keep **us** up-to-date regarding the progress of the claim.
- (d) The **insured person** must cooperate with the **appointed representative** and must follow the recommendations of the **appointed representative**, which have been agreed to by **us**.
- (e) The **insured person** must give the **appointed representative** any instructions that **we** require.

### 4. Consent to access information

The **insured person** will provide written consent, at the commencement of the retainer of the **appointed representative**, permitting the **appointed representative**, at **our** request, to give **us**, or **our** 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** request.



## Policy Conditions

### 5. Offers to settle a claim

- (a) The **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to a settlement without **our** written consent.
- (b) If the **insured person** does 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**.

### 6. Withdrawal of coverage

If an **insured person** settles or negotiates a claim without **our** consent, or withdraws a claim without **our** consent, or does not give to the **appointed representative** any instructions that **we** require, **we** can withdraw coverage and will be entitled to reclaim from the **insured person** any **legal costs we** have paid.

### 7. Sanction limitation

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

### 8. Assessment and recovery of costs

- (a) The **insured person** must instruct the **appointed representative** to have **legal costs** taxed, assessed or audited if **we** ask for this.
- (b) The **insured person** must take every reasonable step to recover **legal costs** that **we** have to pay and must pay **us** any amounts that are recovered.
- (c) Where a settlement is made on a without costs basis the **appointed representative** will determine what proportion of that settlement will be deemed **legal costs** and payable to or by **us**.

### 9. Cancellation of a representative's appointment

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

## **10. Disputes over reasonable prospects for a claim**

If there is a dispute between an **insured person** and **us** over **reasonable prospects**, the **insured person** may obtain, at their expense, an opinion, from a lawyer mutually agreed to by the **insured person** and **us**, on the merits of a claim or proceedings. If the lawyer's opinion indicates that **reasonable prospects** exist, **we** will pay the reasonable cost of obtaining the opinion.

## **11. Other insurance**

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

## **12. Applicable law**

This policy will be governed, interpreted and enforced in accordance with the laws of the province where this policy was issued and the federal laws of Canada.

## **13. Currency**

All of the dollar limits described in this policy are in Canadian funds.

## **14. Action against us or the Insurer**

Any action or proceeding against **us** or the **Insurer** for the recovery of any claim under this policy is absolutely barred unless commenced within two years after the **date of occurrence**, or prior to the expiry of the applicable limitation period in the province where this policy was issued, whichever is earlier. Any such action or proceeding shall be held in the province where this policy was issued and in accordance with its laws and the federal laws of Canada.

## **15. Communication with us**

The **insured person** can communicate with **us** by telephone, mail or email. New claims may also be reported to **us** by mail or telephone, or via **our** website at [www.arag.ca](http://www.arag.ca).

# A. Statutory Conditions applicable to British Columbia only

To the extent that any terms and conditions within the policy documentation conflict with the applicable Statutory Conditions below, the Statutory Conditions shall prevail.

## 1. Property of Others

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

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

## 2. Change of Interest

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

## 3. Material Change in Risk

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

## 4. Termination of Insurance

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

## **5. Notice**

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

## **B. Statutory Conditions applicable to Manitoba only**

To the extent that any terms and conditions within the policy documentation conflict with the applicable Statutory Conditions below, the Statutory Conditions shall prevail.

### **1. Property of Others**

Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.

### **2. Change of Interest**

The insurer shall be liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act or change of title by succession, by operation of law, or by death.

### **3. Material Change in Risk**

Any change material to the risk and within the control and knowledge of the insured shall avoid the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if he desires the contract to continue in force, he must, within 15 days of the receipt of the notice, pay to the insurer an additional premium; and in default of such payment the contract shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

### **4. Termination of Contract**

- (a)** The contract may be terminated
  - i) by the insurer giving to the insured fifteen (15) days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered, or
  - ii) by the insured at any time on request.
- (b)** If the contract is terminated by the insurer,
  - i) the insurer shall refund the excess of premium actually paid by the insured over the pro rata premium for the expired time, but, in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified: and
  - ii) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (c)** If the contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but, in no event, shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (d)** The refund may be made by money, postal or express company money order, or by cheque payable at par.
- (e)** The fifteen (15) days in clause (a) (i) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

## 5. Action

Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within two years next after the loss or damage occurs.

## 6. Notice

Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province. Written notice may be given to the insured named in this contract by letter personally delivered to him, or by registered mail addressed to him at his latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

# C. Statutory Conditions applicable to Alberta only

To the extent that any terms and conditions within the policy documentation conflict with the applicable Statutory Conditions below, the Statutory Conditions shall prevail.

## 1. Property of Others

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

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

## 2. Change of Interest

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

## 3. Material Change in Risk

- (a) The insured must promptly give notice in writing to the insurer or its agent of a change that is:
  - i) material to the risk, and
  - ii) within the control and knowledge of the insured.
- (b) If an insurer or its agent is not promptly notified of a change under subparagraph (a) of this condition, the contract is void as to the part affected by the change.
- (c) If an insurer or its agent is notified of a change under subparagraph (a) of this condition, the insurer may:
  - i) terminate the contract in accordance with Statutory Condition 4, or
  - ii) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- (d) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 4(2)(a) applies in respect of the unearned portion of the premium.

## 4. Termination of Insurance

- (a) The contract may be terminated:
  - i) by the insurer giving to the insured 15 days' notice of termination by recorded mail or 5 days' written notice of termination personally delivered, or
  - ii) by the insured at any time on request.
- (b) If the contract is terminated by the insurer,

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

## 5. Notice

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

## D. Statutory Conditions Applicable to Saskatchewan Only

To the extent that any terms and conditions within the policy documentation conflict with the applicable Statutory Conditions below, the Statutory Conditions shall prevail.

### 1. Property of Others

The insurer is not liable for loss of or damage to property owned by a person other than the insured unless:

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

### 2. Change of Interest

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

### 3. Material Change in Risk

- (a) The insured must promptly give notice in writing to the insurer or its agent of a change that is:
- i) material to the risk; and
  - ii) within the control and knowledge of the insured.
- (b) If an insurer or its agent is not promptly notified of a change under subsection (a) of this condition, the contract is void as to the part affected by the change.
- (c) If an insurer or its agent is notified of a change under subsection (a) of this condition, the insurer may:
- i) terminate the contract in accordance with Statutory Condition 4; or
  - ii) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- (d) If the insured fails to pay an additional premium when required to do so under clause (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 4(b)(i) applies in respect of the unearned portion of the premium.

#### **4. Termination of Insurance**

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

#### **5. Notice**

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

# Customer Complaints

## ARAG Complaints Process

If you are not satisfied with any aspect of the service that you receive from **us**, you can make a complaint by sending an email to [customerrelations@arag.ca](mailto:customerrelations@arag.ca), or by advising any ARAG representative that you wish to make a complaint.

Your complaint will be investigated by ARAG's Complaints' Officer, and following that investigation you will be provided with ARAG's final position letter on your complaint. You will normally receive a response to your complaint within 10 business days of receipt, and you will be advised by the Complaints Officer if it is not possible to respond to you within this time period.

If you are still unsatisfied with the outcome following ARAG's response to your complaint, you have the option to escalate your complaint to HDI Global Specialty SE ("HDI") for them to also investigate.

## Insurer Complaints Process

### Step 1

You should first discuss your concerns with an HDI employee who will make all reasonable efforts to resolve your concerns to your satisfaction. You may contact HDI at:

#### **HDI Global Specialty SE – Canadian Branch**

130 Adelaide Street West, Suite 3400

Toronto, Ontario M5H 3P5

[complaints-canadianBranch@hdi-specialty.com](mailto:complaints-canadianBranch@hdi-specialty.com)

You should make sure to provide HDI with your name, contact details, insurance policy and/or claim number and the details of your complaint.

### Step 2

If you are not satisfied with the handling of your complaint or final response, you may escalate it to HDI Complaints Liaison Officer at:

#### **HDI Global Specialty SE – Canadian Branch**

130 Adelaide Street West, Suite 3400

Toronto, Ontario M5H 3P5

[complaints-canadianBranch@hdi-specialty.com](mailto:complaints-canadianBranch@hdi-specialty.com)

## **Customer Complaints (continued)**

HDI will acknowledge your complaint upon receipt of the complaint and provide you with our initial response in writing within 10 business days or less. If your complaint has not been resolved earlier, HDI will provide you with a final response within fifty-six (56) days of receipt of your complaint.

### **Step 3**

If more than 56 days from the date of your complaint have elapsed and you have not received a final response, or you are dissatisfied with the final response you have received from us, you may choose to refer your complaint to:

#### **General Insurance OmbudService (GIO)**

4711 Yonge Street, 10th Floor  
Toronto, ON M2N 6K8  
Call: 1-877-225-0446  
In Toronto call: (416) 921-9316  
[www.giocanada.org](http://www.giocanada.org)

Easy-to-use online complaint form  
[www.giocanada.org/complaint-form](http://www.giocanada.org/complaint-form)

If you have a complaint specifically about HDI's Complaint Handling protocol and processes in that regard, you may contact the Financial Consumer Agency of Canada. Please note that the Financial Consumer Agency of Canada does not provide redress or compensation and does not become involved in individual disputes.

#### **FCAC**

427 Laurier Avenue West, 6th floor  
Ottawa ON  
K1R 1B9  
1-866-461-FCAC (3222)

[www.canada.ca/en/financial-consumer-agency/corporate/contact-us.html](http://www.canada.ca/en/financial-consumer-agency/corporate/contact-us.html)



## Privacy Policy

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

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

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

### What personal information do we collect?

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

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

### How do we use and disclose your personal information?

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

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



## Accessing and Correcting your Information

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

## Withdrawal of your Consent

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

## Destroying or Anonymizing Data

Subject to exceptions prescribed by law, **you** are able to request that ARAG delete or anonymize **your** personal information. If **you** do request that your personal information be deleted or anonymized prior to the completion of the task that it was collected for, then **we** may be unable to continue to effectively provide **you** with our services. If **you** wish to request that your personal information be deleted or anonymized, please contact **our** Privacy Officer.

## How to Contact Us

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

ARAG Legal Solutions Inc.  
121 King Street West, Suite 2200  
Toronto, Ontario, M5H 3T9  
Attention: Privacy Officer  
Telephone: (416) 342-5400  
E-mail: [customerrelations@arag.ca](mailto:customerrelations@arag.ca)

To download a copy of HDI Global Specialty SE's Privacy Notice, please visit:

<https://www.arag.ca/en/regulatory-requirements/>

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

---

**ARAG Legal Solutions Inc.**

T| 416.342.5400 or 1.888.582.5586

W| [ARAG.ca](http://ARAG.ca)