

Frequently Asked Questions about Legal Expense coverage purchased through the Power Workers' Union Protection Plan for Retirees

KEY ELEMENTS	COVERAGE TERMS AND CONDITIONS	DESCRIPTION/COMMENTARY
What is Legal Expense Coverage?	Legal Expense coverage provides reimbursement of legal expenses incurred in relation to family law matters and to defend against most criminal charges and civil law suits.	
How much does it cost?	Retired PWU members can purchase Legal Expense coverage at a cost of \$299.00 plus applicable taxes for a 3 year term.	
Policy Period	<ul style="list-style-type: none"> • The policy becomes effective and coverage commences on the date you make your purchase. • Coverage remains in effect for 3 years. • You will be notified prior to the policy expiring. 	
Limits	<ul style="list-style-type: none"> • \$50,000 per occurrence, and per 3 year policy period. <ul style="list-style-type: none"> ○ This \$50,000 limit also applies to each occurrence or related occurrences from the same event or incident. ○ The limit per occurrence applies no matter when legal expenses are incurred, even if expenses are incurred in future years, for instance with respect to criminal and civil actions arising from the same event/incident, subsequent actions, and/or counter claims. • The maximum payable in any one policy period to an individual PWU retiree and his/her covered family members is \$50,000. • Reimbursement of expenses related to family law and matrimonial law are limited to \$3,500 per policy period. • Only PWU Retirees are 	<p>The maximum the policy will pay per 3 year policy period is \$50,000, regardless of any other limits stated.</p> <p>Limits will not be increased by subsequent actions, or counter claims relating to the same occurrence. This limit applies even if actions are brought in separate policy periods.</p> <p>The maximum combined limit available is \$50,000 for an occurrence that leads to both a civil and criminal action, counterclaims or appeals.</p>

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	<p>covered for matrimonial claims including divorce. There is no coverage or benefit available for Retirees' spouses or other family members, unless the spouse is a PWU member or retiree and has their own coverage under PWUPP or PWUPP for Retirees.</p> <ul style="list-style-type: none"> • Coverage for matrimonial claims begins 365 days after the commencement date of the policy period i.e., the date of purchase. • Reimbursement of expenses for the following are sub-limited: <ul style="list-style-type: none"> ○ driving while impaired ○ driving with a blood alcohol level exceeding the legal limit ○ failing or refusal to provide a breath sample 	<p>If you became a PWU Retiree BEFORE February 26, 2007, coverage for matrimonial claims begins 365 days after the date on which you purchased the Legal Expense policy.</p> <p>If you became a PWU Retiree AFTER February 26, 2007 and were, therefore, covered under the PWUPP as an employee, coverage for matrimonial claims begins February 26, 2008, PROVIDED you purchase Legal Expense coverage under the Retirees program within 60 days of retiring. If you wait longer than 60 days, the normal 1 year waiting period applies.</p>
<p>What is covered under the PWUPP for Retirees Legal Expense policy?</p>	<ul style="list-style-type: none"> • Defense of civil claims or legal proceedings including third party and counter claims brought in relation to the defence of a claim against a PWU retiree. • Defence of criminal or statutory charges 	<p>NOTE: Coverage applies only if the criminal acts, negligence, or other events or occurrences (which necessitated the defence, and/or legal bills) occurred on or after the date you purchased Legal Expense coverage.</p>
<p>What are Criminal or Statutory Charges?</p>	<p>These are offences under the Criminal Code of Canada, The Controlled Drugs and Substances Act, and any other provincial or federal laws which prescribe punishable offences.</p>	<p>Most criminal charges are covered.</p>

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<p>What kind of Legal Expenses are Covered?</p>	<ol style="list-style-type: none"> 1. Fees, expenses and other disbursements as reasonably claimed by your lawyer and agreed to by the insurance company. 2. Costs you are ordered to pay by a court as an award of costs in connection with a civil legal dispute or costs payable following an out of court settlement made in connection with such a civil legal dispute. <ol style="list-style-type: none"> a. Costs you are ordered to pay in connection with a criminal or statutory charge are excluded. b. Judgments, damages or settlements of any kind against you are excluded. 	<ul style="list-style-type: none"> • The policy covers legal expenses only. Judgments or settlements are not covered by this policy. • Fines and penalties are also excluded. • See the section below on "What is Not Covered" for further details.
<p>What is not Covered?</p>	<ul style="list-style-type: none"> • Parking tickets/infractions. • Divorce or matrimonial matters during the first year you are covered by this policy. • Any claims, i.e., legal bills or fees relating to criminal acts, negligence, or other events or occurrences, which occurred prior to the date you purchase Legal Expense coverage. • Claims or legal proceedings arising out of or related to business or trading activities. • Breach of professional duty, giving any kind of professional advice. • Your duties as a director or officer of any company. • Claims against a public or government authority. • Compensation, settlements or damages of any kind. • Fines and penalties are excluded. • Legal expenses incurred or paid before the insurer has approved. • Claims against other PWU members or retirees, or their spouses/children, that have Legal Expense coverage under the PWUPP or the PWUPP for 	<p>You have to wait until you have been covered by the policy for more than a year, before you can claim for divorce or matrimonial matters.</p> <p>Business activities are excluded including any claims or legal proceedings relating to your contract of employment.</p> <ul style="list-style-type: none"> • You are not covered for suits against other people covered by this policy (PWU members, other PWU retirees who have purchased coverage and their

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	<p>Retirees – except where there is coverage for divorce and matrimonial matters against other PWU members or their spouses/children covered by this policy.</p> <ul style="list-style-type: none"> Anything related to loss, destruction, or use of data is not covered. Anything related to terrorism, asbestos, fungus and mold, or nuclear incidents is not covered. All claims must be reported to the insurance company prior to the expiration of the policy. 	<p>respective spouses, children) except for legal expenses related to divorce and other matrimonial matters.</p> <ul style="list-style-type: none"> The spouse of a PWU retiree or member must have their own Legal Expense coverage in order to file a claim related to divorce and other matrimonial matters.
Appeals	<ul style="list-style-type: none"> Appeals are only covered in criminal cases where you are found not guilty, and where the crown appeals. Appeals will not increase the insurer's limit of liability. 	
Coverage Territory	Canada only.	The claim or legal proceeding must be brought against you, in Canada by an occurrence that took place in Canada.
Deductible	<p>Nil, with one exception:</p> <ul style="list-style-type: none"> a \$500 deductible applies for charges under the Ontario Highway Traffic Act (or equivalent statutes in other provinces) where the offence charged has a maximum penalty that does not include imprisonment. 	
What do I do if I find out about a claim or legal proceeding?	<p>If you are covered by this policy, once you are aware of an event that results in a claim or legal proceeding – or that might lead to a claim or legal proceeding – you must:</p> <ul style="list-style-type: none"> Call the PWUPP Call Centre at 	<p>Call the 1-877-393-0338</p> <p>Failure to notify the Call Centre</p>

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	<p>1-877-393-0338.</p> <ul style="list-style-type: none"> ○ <i>It is important that you notify the Call Centre as soon as possible, upon becoming aware of a claim or a situation that might give rise to a claim.</i> ○ <i>Advise the Call Center if anticipated expenses exceed \$3,500 for any type of claim. The insurer will require that you or your lawyer submit a legal expense budget for pre-approval.</i> <ul style="list-style-type: none"> ● Co-operate with the insurance company, complete all forms they provide you and return them as soon as possible. ● Send the insurance company any additional documentation they may request. 	<p>promptly can result in a claim being denied.</p>
<p>What happens next?</p>	<ol style="list-style-type: none"> 1. First, you need to retain a lawyer or someone else who is qualified to act on your behalf in the claim or legal proceeding. <ul style="list-style-type: none"> ● This person is called the Appointed Representative. ● Under this policy, you can either nominate your own Appointed Representative or you can ask the insurance company to appoint you with an Appointed Representative. ● The insurer has the right to reject the Appointed Representative on reasonable grounds. 2. You have a duty to co-operate with the Appointed Representative and to provide all information and assistance they may require to assist in your defence. 3. The insurance company has the right to access any information between you and the Appointed Representative 	<p>You must retain your own lawyer The insurer has the right to reject your choice and make you select someone else, usually because of your selection's qualifications or your selection's costs.</p> <p>You must provide a complete and truthful account of all facts and provide all relevant documents and other evidence, attend meetings, and do whatever else is reasonably asked of you. The Appointed Representative can refuse to give the insurer certain information. You cannot refuse such requests.</p>

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	<p>unless the Appointed Representative refuses.</p> <p>4. Submit all legal bills and invoices to the insurance company.</p> <ul style="list-style-type: none"> • You must not pay any fees or expenses on your own. All of these must be sent to the insurance company. <p>5. The Appointed Representative can ask for senior or specialist counsel, by special request to the insurance company. The insurance company cannot unreasonably withhold or delay such action.</p> <p>6. You must be sure that you or the Appointed Representative notifies the insurance company if you give or receive an offer to settle; or an offer of payment into court is received.</p>	<p>Submit your claims to the insurance company, do not pay them yourself or agree to pay them. The designated adjuster will pay your legal expenses in accordance with the conditions in the section below entitled "How are Expenses Approved by the Insurer?".</p> <ul style="list-style-type: none"> • You cannot agree to settle without the insurance company's written permission. • If the insurance company is not notified, they can refuse to pay further legal expenses.
<p>How are Expenses Approved by the Insurer?</p>	<p>The insurance company will pay all legal expenses provided that they are covered by this policy, and:</p> <ul style="list-style-type: none"> • The legal expenses are reasonable • You have reasonable grounds for bringing or defending the claim or legal proceeding. 	<p>The insurer agrees to pay for your legal expenses if they are covered by the policy (in other words, not excluded) and they are reasonably incurred.</p> <p>If the anticipated expense exceeds \$3,500 the insurance company requires you or your lawyer to submit a legal expense budget for pre-approval.</p>
<p>What happens if I have a disagreement with the insurance company?</p>	<p>First, report your complaint, problem, or issue to the PWUPP Call Centre.</p> <p>If the situation is not resolved, then you and the insurance company will go to arbitration. In such instances:</p> <ul style="list-style-type: none"> • There will be a single arbitrator, either: <ul style="list-style-type: none"> ○ A lawyer agreed upon by both you and the insurer; or ○ A person appointed by a judge of the Supreme Court of Ontario. • Arbitration will be governed by arbitration laws in Ontario. 	<p>If there are problems, contact the PWUPP Call Centre and you will be looked after.</p> <p>If the problem is not resolved, there's an arbitration process incorporated into the policy.</p>

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	<ul style="list-style-type: none"> Decision of the arbitrator will be final and binding. All costs of the arbitrator will be paid by the party against whom the decision is made. 	
Other Conditions of Coverage	<ul style="list-style-type: none"> Fraud – if you knowingly make a fraudulent or false claim, or if you co-operate with a third party for the purposes of fraud, your coverage under this policy is cancelled automatically and coverage will be void. Any sums paid under this policy will be reimbursed to the insurance company. Other Insurance – if you have other legal expense insurance that covers a claim also covered by this policy, then you must collect under the other policy first. 	<p>This policy is only effective once you have exhausted the limits of the other legal expense insurance.</p>

This summary is only intended to provide a general overview of coverage terms and conditions. This summary does not replace or supplant the actual policy wording. In all cases, the actual policy wording will determine availability of coverage, terms and conditions of the contract, as well as other restrictions or exclusions. Adjustment and payment of any claim will depend on the actual policy wording and depends on the merits of each fact situation.