



ECHELON GENERAL INSURANCE COMPANY (hereinafter called the insurer)

LEGAL PROTECTION INSURANCE FOR BUSINESS - DECLARATION PAGE

Purpose of this document

DECLARATIONS

Policy no.

SPECIMEN

1) Name of insured :

2) Address of insured :

3) Professional Services/ Activities of the insured : **Representative of Financial Services**

4) Policy period Inception date Expiration date Modification date

12:01 A.M. standard time at the insured's address stated above

INSURANCE IS PROVIDED ONLY THOSE COVERAGES FOR WHICH A SPECIFIC LIMIT OF INSURANCE IS SHOWN - ON TERMS AND CONDITIONS CONTAINED IN THE FORM INDICATED

Form No.	Coverage	Limit of Liability	Premium
Wording LIA2 Canada 2015-11	Legal Protection Insurance for Insurance Broker in financial services	Per person	
	For any amicable settlement For any out-of-court settlement	\$5,000 \$10,000	
	MAXIMUM AMOUNT - BY EACH CLAIM ANNUAL LIMIT / AGGREGATE Legal assistance call	\$25,000 \$50,000 Included	

5) Notice of loss: **Legal Assistance and Notice of Claim, please dial 1-888-839-1111**

Broker information :

La turquoise pro
481, road 131, PO Box 338, Joliette (Quebec) J6E 3Z6

SPECIMEN

Authorized agent by insurer :

Minimum premium retained
\$0

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Document issued the : May 31, 2019



**LEGAL PROTECTION INSURANCE
FOR INSURANCE PROFESSIONAL AND FINANCIAL ADVISOR**

Once premium is paid, this document is your insurance policy. Please read your policy carefully as it contains clauses that may limit your coverages and indemnity. Keep it in a safe place.

This policy is a Specified Perils Legal Expenses Insurance Contract providing the Insured with financial assistance and enable him to find an amicable or judicial solution to legal disputes, subject to the terms and conditions contained herein.

This policy insures only covered disputes, in all cases subject to the exclusions, conditions and limitations contained in this policy.

1. DEFINITIONS

For the purpose of this policy, the words and expressions defined hereafter shall be interpreted as having the following meaning unless the context indicates otherwise:

1.1 AMICABLE SETTLEMENT: The settlement of a covered dispute without the institution of legal proceedings

1.2 COMMENCEMENT OF DISPUTE: The moment the Insured becomes aware of a dispute, during the first of the following occurrences, as the case may be:

- a) any event, which brings any of the coverages of this policy into play;
- b) the receipt of a verbal or written notice to the effect that a suit will be instituted against the Insured;
- c) the service or notification of a lawsuit.

1.3 COVERED DISPUTE: A dispute referred to in section 3 and which is not an excluded dispute.

1.4 DISPUTE: Any right, action or right of action as well as any contestation between the Insured and the self-regulatory body of professional activity stated on the Declaration Page, whether or not legal proceedings are instituted, including any contestation between the Insured and any administrative agency. From the time it is reported, a dispute becomes a claim under the terms of this policy.

1.5 EXCLUDED DISPUTE: A dispute referred to in section 5.

1.6 INSURED: The Insured designated in the DECLARATION PAGE of this policy

1.7 INSURER: The Insurer offering the present insurance.

1.8 LEGAL FEES AND JUDICIAL COSTS: By "Legal Fees" is meant extra judicial fees and disbursement charged by the lawyer retained by the Insured and incurred for the provision of services pertaining to a covered dispute and required for the protection of the Insured's interests. Extra judicial disbursements include reasonable disbursements and expert witnesses' fees as set out in the Schedule of Covered Legal Fees and Judicial Costs.

By "Judicial Costs" is meant disbursements and fees, which may be duly taxed by a court or quasi-judicial tribunal, in accordance with a statute or a bylaw. These include, namely, the taxation of ordinary and expert witnesses testifying before a court or tribunal.

1.9 LIMIT OF COVERED LEGAL FEES AND JUDICIAL COSTS: The maximum amount of legal fees and judicial costs directly payable to the Insured's lawyer for services rendered in respect of a claim or legal consultation, according to the conditions stipulated in the Schedule of Covered Legal Fees and Judicial Costs and the stages determined therein.

1.10 LIMIT OF LIABILITY: The maximum amount payable under the policy for Legal Fees and Judicial Costs, considering the stage of the claim at the time of the settlement and the Schedule of Covered Legal Fees and Judicial Costs.

1.11 OUT-OF-COURT SETTLEMENT: The settlement of a covered dispute following the institution of judicial, quasi-judicial or administrative proceedings.

1.12 PERIOD OF INSURANCE: The period of insurance provided for in the DECLARATION PAGE of this policy or any lesser period in the event of the cancellation of this policy.

1.13 PROFESSIONAL SERVICES: professional services rendered by the Insured in accordance with the laws and by-laws of the Canadian Province or Territory where the Insured is authorized to practice.

2. TELEPHONE LEGAL ASSISTANCE

2.1 NATURE AND SCOPE OF TELEPHONE LEGAL ASSISTANCE: The Insurer will provide the Insured with telephone access to lawyers who will answer questions on legal matters.

By dialing **1-888-839-1111** between 9:00 am and 6:00 pm, the Insured will reach experienced lawyers who will provide information on legal matters.

Lawyers will provide answers to any legal matters pertaining directly or indirectly to the self-regulatory body of professional activity stated on the Declaration Page and the relationship of the Insured with it.

2.2 EXCLUSIONS APPLICABLE TO TELEPHONE LEGAL ASSISTANCE: The following requests for information are excluded:

- a) any request presented in writing or through other means, except verbal telephone communications;
- b) information which, according to the Insurer, is requested in order to commit fraud or other illicit acts.

3. COVERED DISPUTES RELATING TO THE INSURED'S PROFESSION

Subject to the conditions and exclusions of this policy the disputes covered shall be those included solely in the following legal areas and which arise out of the conduct by the Insured named in the Declaration page of professional services:

3.1 Any legislative investigation, tribunal or inquiry where the Insured individual's participation is required at the demand or request of any legislative authority.

3.2 Any investigation, inquiry or hearing, concerning a matter of fitness or competence to practice or licensing, undertaken by the Insured's professional regulating body of which the named Insured is a member.

3.3 Any undertaking, office monitoring, investigation, inquiry or hearing, concerning a matter of professional misconduct, incompetence, discipline and/or complaint undertaken, imposed or officially proposed by the Insured's professional regulating body of which the Insured is a member.

3.4 Any statutory charges brought against the Insured, but only where such charges are never formally laid, or if formally laid, the insured is acquitted of all such charges or all such charges are dismissed.

4. LIMITS OF LIABILITY

Subject to the limit of liability, limit of legal fees and judicial costs covered, observance of the formalities provided and other provisions under this policy, in the event of a claim, the Insurer shall have the following obligations toward the lawyer retained by the Insured in regard to a covered dispute:

4.1 AMICABLE SETTLEMENT:

In the case of an amicable settlement, to pay, up to one hundred percent (100%) of the maximum amount set out in the Schedule of Covered Legal Fees and Judicial Costs, STAGE 1, the amount of the legal fees charged the lawyer retained by the Insured.

4.2 OUT-OF-COURT SETTLEMENT:

In the case of an out-of-court settlement of a dispute, to pay, up to one hundred percent (100%) of the maximum set out in the Schedule of Covered Legal Fees and Judicial Costs, STAGE 2, the legal fees of the lawyer retained by the Insured, the legal disbursements incurred up to that time, as well as the judicial costs which could otherwise be taxable against the Insured in favor of the opposing party.

4.3 TRIAL:

In the case where the dispute shall proceed to a hearing on the merits before the competent court, quasi-judicial or administrative tribunal, including any appeal procedure, to pay, up to one hundred percent (100%) of the maximum set out in the Schedule of Covered Legal Fees and Judicial Costs, STAGE 3, the legal fees of the lawyer retained by the Insured, the legal disbursements incurred up to that time, as well as the duly taxed bill of costs on account of the opposing party, where applicable.

In all cases described in sections 4.1 to 4.3, the Insurer shall not be required to pay any amount exceeding the maximum indemnity set out in the Schedule of Covered Legal Fees and Judicial Costs, at the stage at which a dispute terminates.

5. EXCLUDED DISPUTES

This policy does not cover any dispute:

- 5.1 which arises from any deception, fraud or intentional fault on the part of the Insured
- 5.2 which, in the opinion of the Insurer's representatives as a result of compulsory verifications carried out in accordance with articles 6.1 and 6.7 herein, is manifestly ill-founded in fact and in law, or manifestly constitutes on the part of the Insured an unfair, malicious, vexatious, vengeful or dilatory action against a third party.
- 5.3 which, at the time of notifying the claim in accordance with this policy, the Insured had already entrusted to a lawyer, with the exception of an emergency, or any case that had already been settled without the Insurer's prior agreement.
- 5.4 which is not reported to the Insurer within 30 days from the date of commencement of the dispute, or within a shorter delay if the Insured's right to exercise, is subjected to such time.
- 5.5 which is already covered by insurance or relate to a situation where the Insured has a legal obligation to insure.
- 5.6 whose commencement, takes place before the coming into effect of this policy or following its termination.
- 5.7 which results from libel, slander or verbal or written insults, by whatever means of communication, whether it be a penal or civil action.
- 5.8 for which the Insured is represented by a union or relates directly or indirectly to a collective agreement or unionization.
- 5.9 for which the Insured is admissible to existing public or private legal aid services.
- 5.10 which are not expressly covered or are excluded by endorsement to this policy.

5.11 which involves the breach of an obligation as Director or Officer of a Corporation or Organization.

5.12 which involves the professional liability of the Insured.

5.13 which involves a conflict with any administrative agency, except for specifically, covered disputes.

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

6.1 NOTIFICATION: In accordance with this policy, the Insured shall notify the Insurer's representatives without delay of any event which could bring the coverage of this policy into play.

The Insured shall give such notification before consulting with a lawyer for any dispute, which may be covered by this policy, except in case of emergency.

The Insured or any other person shall give such notification to the Insurer's representatives and obtain from them the authorization to consult with a lawyer in respect of this policy by calling:

1 (888) 839-1111

Failure to respect one of the above obligations shall result in the forfeiture of the Insured's rights under this policy with regard to the event in question.

6.2 CHOICE OF LAWYER: The Insured shall be free to choose his lawyer. He shall never, however, from his own initiative, refer a dispute to a lawyer, an expert or an arbitrator, or have a judicial or extra judicial act issued before notifying the Insurer of the dispute, in accordance with the provisions of section 5.1 above, except in case of emergency.

The Insured shall bring to the attention of the lawyer he has chosen the information regarding this policy, in particular the limits of liability and the Schedule of Covered Legal Fees and Judicial Costs.

6.3 COLLABORATION OF THE INSURED: The Insured shall be responsible for minimizing the legal fees and judicial costs to be incurred and ensure that the lawyer of his choice meets this obligation.

At the Insurer's request, the Insured shall deliver or arrange to have delivered copy of any documents as well as a report on the dispute so as to enable the Insurer to examine its legal basis; however, any correspondence between the Insured and the lawyer shall be excluded from this obligation.

Following receipt of documents or information, the Insurer shall have the right, even in the course of the proceedings, to reject the Insured's claim by reason that the dispute is manifestly ill founded in fact or in law.

6.4 PLURALITY OF PARTIES REPRESENTED BY THE LAWYER: If the lawyer represents other individuals beside the Insured, the Insurer shall only answer for the actual share of the Insured with regard to legal fees and judicial costs

6.5 INACCURATE DECLARATION: If the Insurer discovers that information given by the Insured at the time of notification of a claim or thereafter, is false, erroneous or inaccurate, the Insurer may declare the Insured's rights forfeited under this policy with regard to the dispute in question, and claim from the Insured reimbursement of the amounts already disbursed. Such false, erroneous or inaccurate information also entitles the Insurer's to cancel the policy.

6.6 THE INSURER'S RIGHT OF VERIFICATION: The Insurer reserves the right to verify or have verified the merits the Insured's position in respect of any covered dispute, the opportuneness and the urgency of any decision to be taken, the possibilities of an amicable settlement, as well as the merits of the dispute and amount of legal fees and judicial costs expenses involved.

6.7 OFFER OF SETTLEMENT: Any offer of settlement shall be submitted to the Insurer's representatives by the Insured's lawyer. Where the Insurer is of the opinion that an offer of settlement is acceptable, but that the Insured rejects it, the Insurer may refuse to pay any legal fees and judicial costs incurred following the Insured's rejection of the offer.

6.8 PAYMENT OF LEGAL FEES AND JUDICIAL COSTS: The legal fees and judicial costs covered by the Insurer under this policy shall be paid directly to the lawyer in charge of the Insured's file upon presentation of his bill of fees and disbursements detailing the professional services rendered and disbursements incurred, following the verification and approval of the Insurer's representatives.

The lawyer's fees shall represent the services actually rendered. The limits of liability set out in the Schedule of Covered Legal Fees and Judicial Costs shall not be increased due to the fact that more than one lawyer is involved in the handling of a dispute.

The Insurer reserves the right to ensure that the lawyer's bill of fees and costs as well as any claim for legal fees is covered by this policy, and is justified and reasonable. The Insurer reserves the right to reject and/or contest any claim submitted under this policy.

6.9 RECOVERY OF LEGAL DISBURSEMENTS: The legal disbursements recovered, as costs from the opposing party shall reduce by the same amount the bill of costs of the Insured's lawyer.

7. CONDITIONS OF THE POLICY

7.1 EFFECTIVE DATE This policy shall not respond to any claim made or arising during the first 60 days of the initial period of insurance. This qualifying period shall not apply to any subsequent consecutive renewal of the policy.

7.2 DECLARATIONS: This policy is issued on the basis of the Insured's declarations made to the Insurer at the time of application. The Insured shall notify the Insurer without delay of any factual change affecting such declarations.

Any concealment, false declaration, omission or inaccurate declaration on the part of the Insured shall, at the Insurer's instance, invalidate this policy.

7.3 TERRITORY: The liability of this policy shall apply exclusively to disputes arising in Canada, falling under the jurisdiction of courts, quasi-judicial or administrative tribunals of Canada and exercised before them.

The Insurer shall not accept to cover disputes, which are likely to lead to judicial decisions, which could only be executed outside Canada.

7.4 TERMINATION OF THE POLICY: The Insured shall have the right to cancel the policy by giving the Insurer written notice to that effect. Cancellation shall become effective at the date at which the Insurer receives this notice

The Insurer shall also have the right to terminate the policy by giving the Insured written notice to that effect. Cancellation shall become effective 15 days after receipt of this notice at the principal business place's known address.

Once cancelled, the Insurer shall only be entitled to the premium actually earned, calculated daily. The Insurer shall reimburse any overpayment of premium.

7.5 PLURALITY OF COVERAGES: Where several valid legal expenses insurance covering the same dispute have been contracted without fraud, the effect of this policy shall be in proportion to the whole insurance in force, up to the limit of liability.

7.6 ASSIGNMENT OF INSURANCE: In the event of the Insured's death or the bankruptcy of the Insured or of an assignment between co-Insureds, of their interest in the insurance, the insurance shall continue in favor of the heir, trustee or the remaining Insured.

7.7 PRESCRIPTION: Any action arising from this policy shall be prescribed by three years from the date of the event from which it arises.

8. ARBITRATION

Any dispute, dissension or claim between the parties to this policy, as regards the interpretation or execution of the conditions of the policy or failure of one party to respect his obligations, shall be referred to arbitration in accordance with the law at the exclusion of the courts. Arbitration shall take place before a single arbitrator agreed upon by the parties. The arbitration costs shall be at the charge of each party, except where the Insured's case is successful, in which case the Insurer shall pay the total costs.

SCHEDULE OF COVERED LEGAL FEES AND JUDICIAL COSTS MAXIMUM CHARGE

The Insurer agrees to pay the lawyer retained by the Insured the following amounts that are intended to financially assist the Insured in finding a solution to a covered dispute. The Insurer shall pay the lawyer a maximum remuneration of one hundred and fifty (\$150) dollars an hour as legal fees. The Insurer shall pay a maximum remuneration of fifty (\$50) dollars an hour for services rendered by an articling student or para-legal personnel employed under the responsibility of the lawyer.

The limits of liability as stipulated in this Schedule shall include the extra judicial fees and disbursements, judicial disbursements incurred, as well as the judicial disbursements and fees which could become payable to the opposing party in respect to a dispute as well as the applicable taxes. All amounts payable under this policy shall be subject to the applicable limit of liability stipulated hereunder according to the stage at which a dispute is finally terminated.

STAGES OF DISPUTE	LIMIT OF LIABILITY
	Professional life
STAGE 1 For any amicable settlement :	\$5,000
STAGE 2 For any out-of-court settlement:	\$10,000
STAGE 3 After the complete hearing on the merits of the dispute and including any appeal or other proceedings:	\$25,000
MAXIMUM AGGREGATE ANNUAL LIMIT OF LIABILITY	
Annual limit of liability	\$50,000

The maximum amounts stipulated above are not cumulative and include in all cases extra judicial fees and disbursements as well as judicial costs and applicable taxes. These maximum amounts shall in all cases be subject to the conditions and limitations of sections 4.1, 4.2 and 4.3 of this policy.

Under no circumstances shall the Insurer be required to pay any amount in excess of the maximum amounts specified above for the stage at which a dispute terminates. The Insured shall pay any excess costs of the lawyer retained by him and, in such case, the Insured shall come to an agreement directly with the lawyer and shall remain solely responsible for the costs exceeding the maximum amounts provided in this policy.

EXTRAJUDICIAL DISBURSEMENTS

The following disbursements shall be paid at their face value upon presentation of vouchers as extra judicial disbursements:

1. Long distance calls fax communications, telegrams, courier services or any other quick means of communication used by the lawyer retained by the Insured.
2. For any traveling, \$0.27 a kilometer for every kilometer over the twentieth kilometer.
3. Any disbursements required by a court, tribunal or governmental organization in order to assert or defend the rights of the Insured, and which are not taxable legal disbursements.

LEGAL DISBURSEMENTS

All taxable legal disbursements, such as judicial stamp costs, bailiffs fees, authentic act costs.