



General
Contractors'
Section
toronto

GROUP LEGAL PLAN

Labourers' International Union
of North America
Local 506

Revised February, 2017

TABLE OF CONTENTS

PLAN INTRODUCTION LETTER	2
ELIGIBILITY	3
CLAIMS PROCEDURES	4
SCHEDULE OF BENEFITS	6
"A" REAL ESTATE	8
"B" DIVORCE AND DOMESTIC PROCEEDINGS	9
"C" PREVENTIVE LAW	11
"D" NON-COMPLEX LEGAL DOCUMENTS	11
"E" WILLS	12
"F" LANDLORD AND TENANT MATTERS	12
"G" CONSUMER AND PERSONAL PROPERTY LAW	13
"H" CIVIL LITIGATION DEFENDANT	14
"H" CIVIL LITIGATION PLAINTIFF (PLAN MEMBER ONLY)	14
"J" GOVERNMENT PROGRAMS AND ASSISTANCE	15
"K" INSURANCE RELATED MATTERS	16
"L" AUTOMOBILE RELATED MATTERS	17
"M" CRIMINAL MATTERS	17
"N" APPEALS	19
"O" JURY DUTY	19
MAXIMUM REPRESENTATION	19
EXCLUSIONS	20
PLAN RULES - DEFINITIONS	22
LAW SOCIETY REFERRAL SERVICE	23
IMPORTANT INFORMATION FOR SERVICE PROVIDERS	24

PLAN INTRODUCTION LETTER

The Board of Trustees is pleased to present you with an improved Schedule of Benefits provided by the Labourers' International Union of North America Local 506 Group Legal Benefit Trust Fund. It applies to legal services incurred on or after January 1, 2016 however claims for services incurred prior to this date will be adjudicated in accordance with the text in the previous benefit booklet.

The Group Legal Plan provides all eligible Plan Members and their eligible dependents with the opportunity to be reimbursed for fees incurred for legal representation. It is important that you understand the provisions of the Plan, the rules governing the eligibility for the benefits, the procedures to follow when making a claim and the conditions under which they are payable. The final determination of any claim, question or problem that may arise will be governed by the Trust Agreement and the current Schedule of Benefits. **The Plan provides coverage for legal expenses up to the maximum amounts which have been approved by your Board of Trustees** and specifically, for those services described in this benefit booklet. The Plan will not cover all your legal expenses and non-legal fees are the responsibility of the Plan Member. All claims are subject to the rules and exclusions applicable to the Plan of Benefits on pages 20-22.

We hope to continue to provide the best benefits affordable however, due to the evolving economic climate, benefits provided in this booklet may be subject to change. As circumstances may warrant and in order to protect the Fund, the Trustees have the right to amend, delete, add, modify or suspend the Plan's benefits, monetary or otherwise, as they apply to all current and future Plan Members.

We encourage you to read this booklet so as to familiarize yourself with the Group Legal Benefits

available to you and your family. Should you have any questions or require assistance with your claim, please do not hesitate to contact the Administrator, Global Benefits at (416) 635 6000. The Plan Member's social insurance number is required when making inquiries.

Sincerely,

Your Board of Trustees

ELIGIBILITY

Plan Members of the Labourers' International Union of North America Local 506 are entitled to benefit coverage under the Group Legal Plan if they are:

- employed by a contributing employer and contributions have been submitted on their behalf to the Group Legal Plan.
- employed by a contributing employer and are eligible for benefit coverage under the employer's health and welfare plan of benefits.
- currently eligible for benefit coverage under the Labourers' International Union of North America Local 506 Health & Welfare Benefit Plan, including those whose health and welfare benefits are extended by freezing.
- Plan Members who worked for a contributing employer and are paying direct to maintain their benefits. Subject to the limitations on paying direct.
- Retirees who worked for a contributing employer and are now eligible in the Labourers' International Union of North America Local 506 Retiree Benefit Plan.

NOTE: Effective November 1, 2016, all newly initiated or reinitiated active members in good standing with the Union must have 2 or more consecutive years

in order to be allowed to continue benefits through pay direct. Pay direct coverage was reduced from a maximum of 36 months to 18 months. All Plan Members continuing to pay direct prior to November 1, 2016 are entitled to coverage for 36 months.

If employed within the industrial sector please refer to your collective agreement for clarification or call your Group Legal Administrator at Global Benefits.

Termination of Coverage under the Group Legal Benefit Plan takes place on the same date that the Plan Member ceases to be eligible for coverage in the Health & Welfare Benefit Plan. Legal services commencing following that date will be ineligible for reimbursement.

CLAIMS PROCEDURES

Plan Members and their eligible dependents are entitled to the use of a service provider of their own choice. Alternatively, the Law Society of Upper Canada provides a referral service that may be of assistance. For their contact information please see page 23.

Group Legal Benefits are a taxable benefit and Plan Members will receive a T4A for contributions made on their behalf to the Labourers International Union of North America Local 506 Group Legal Trust Fund.

To submit a claim the Plan Member must be eligible for benefit coverage on the date of service or the date of offence for Highway Traffic Act matters and claims must be submitted within 24 months of that date.

A **Group Legal claim form** may be obtained from the Benefits Department of the Union Office or the Group Legal Administrator and is also available on the website at www.local506.ca. This form must be completed in its entirety by the Plan Member and

submitted to the Administrator along with an **Itemized Statement of Account** obtained from the service provider. The statement of account must be on legal letterhead, detail the dates of service, a description of the services rendered and provide a breakdown of the legal fees payable separate from the disbursements and taxes. If you are a service provider please refer to page 24 for more information.

Please ensure the completion of the real estate section on the reverse of the claim form when claiming for a purchase or sale of the Plan Member's principal family residence.

A copy of the traffic ticket, summons or a notice of trial must accompany claims for Highway Traffic Act matters where the date of offence will determine the eligibility for reimbursement.

All claims should be submitted to the Plan Administrator:

**Global Benefits
The Defenders Group**

88 St. Regis Crescent South
Toronto, Ontario
M3J 1Y8

SCHEDULE OF BENEFITS

The following is the Schedule of Benefits covered by the Group Legal Plan for legal services incurred on or after January 1, 2016. Claims for services incurred prior to this date will be adjudicated in accordance with the text in the previous benefit booklet.

Unless otherwise specified all Plan maximums are based on a calendar year. The amounts set out in the schedule are the maximum amounts reimbursable for each service despite the fact that certain proceedings may take in excess of one calendar year to complete.

Charges beyond the maximum payable by the Plan or for non-legal services such as disbursements, taxes, registration fees, property appraisals, fines, title insurance, administration fees or court costs are the responsibility of the Plan Member. All claims are subject to the rules and exclusions applicable to the Plan of Benefits on pages 20-22.

SCHEDULE OF BENEFITS

“A” - REAL ESTATE

A Plan Member and the dependent spouse shall be entitled to legal services in connection with the **Plan Member’s principal family residence**. Legal services include a purchase or sale of a family dwelling, purchase of a lot on which to build a family dwelling (building permit must be issued within 1 year) and the purchase or sale of a vacation property. Also covered under the Plan insofar as they relate to the Plan Member’s principal family residence is the transfer of title, arrangement of new or renewal of mortgage, mortgage incidental to purchase and discharge of mortgage. The required transfer of title on a property is included in the maximum amount of \$550 payable for purchase and sale claims. Code “A6 Mortgage New or Renewal” is only payable for mortgages unrelated to a purchase.

Legal services provided in connection with commercial or income producing properties is not covered under the Plan.

Ensure the completion of the real estate section on the reverse of the claim form when claiming for a purchase or sale of the Plan Member’s principal family residence.

Codes	Maximum Amount
A1 Purchase Family Dwelling	\$550
A2 Sale Family Dwelling	\$550
A3 Purchase Lot for Family Dwelling	\$550
A4 Purchase/Sale Vacation Property	\$550
A5 Transfer of Title	\$300
A6 Mortgage New or Renewal	\$400
A7 Mortgage Incidental to Purchase	\$200
A8 Discharge of Mortgage	\$150

NOTE: Plan maximums include 1 purchase, 1 sale, 1 transfer of title, 1 mortgage new or renewal or mortgage incidental to purchase and 2 discharges of mortgages in any 12 month period. Benefits relating to a vacation or recreational property are limited to a lifetime Plan maximum of 1 per Plan Member. Mortgage services provided by a financial institution must clearly identify the amount of the legal fee included in the administration fee. If the required information is not provided, a formula will be used to determine the legal portion of the fees charged in order to reimburse the Plan Member. Survivorship applications will be paid under code “A5 Transfer of Title”. Title insurance, title examining counsel fees, property appraisals, mortgage and land registration fees are not covered under the Plan.

“B” - DIVORCE AND DOMESTIC PROCEEDINGS

A Plan Member and the dependent spouse shall be entitled to representation in connection with any matrimonial or divorce proceedings. Representation includes the preparation of a separation agreement, filing a petition of divorce or separation, establishing the custody and access of children, support payments, the equitable distribution of property and all other proceedings relating to the dissolution of the relationship.

Reimbursement of the legal expense associated with an initial consultation for a family matter is also covered under the Plan. See section “C” on page 11. Ensure that the statement of account from the service provider clearly indicates the date and fee charged for the consultation.

If proceedings are non-contested, it is recommended that independent counsel be sought.

Cheques for legal services provided to a Plan Member's dependent spouse will be mailed directly to the spouse or the lawyer as elected on the claim form for Divorce Spouse, Property and Custody Support Spouse and Separation Agreement Spouse claims.

Please ensure that the spouse's mailing address and phone number are provided in the allocated space on the claim form.

Codes	Maximum Amount
B1 Divorce Member	\$700
B2 Divorce Spouse	\$700
B3 Property and Custody Support Member	\$700
B4 Property and Custody Support Spouse	\$700
B5 Separation Agreement Member	\$700
B6 Separation Agreement Spouse	\$700
B7 Modification of Separation Agreement	\$300
B8 Adoption (Private)	\$500
B9 Guardianship	\$400
B10 Change of Name	\$250
B11 Birth Certificate Assistance	\$200
B12 Post or Pre-Nuptial Agreement	\$500

NOTE: The statement of account from the service provider must clearly specify the matter and provide a description of services. The block fees set out herein are payable only for services provided and are not accumulative. When a lawyer prepares a Separation Agreement, you would be entitled to a reimbursement up to \$700. You would not be entitled to claim for Property and Custody Support when issues of property, custody, access or support are outlined in the Separation Agreement. Mediation is not a covered service under the Plan.

Outlined in this section are the maximum amounts payable for each service despite the fact that certain proceedings may take in excess of one calendar year to complete.

“C” - PREVENTIVE LAW

Plan Members and their eligible dependents shall be entitled to receive legal advice by telephone or direct office consultation on any problem that the Plan Member believes to be of a legal nature. It is essential that the statement of account from the service provider clearly indicates the date and fee charged for the initial consultation.

Codes	Maximum Amount
C1 Preventive Law	\$300

“D” - NON-COMPLEX LEGAL DOCUMENTS

Legal documents which are not deemed to be exceedingly complex will be prepared for Plan Members and their eligible dependents.

Codes	Maximum Amount
D1 Power of Attorney - Personal Care	\$ 50
D10 Power of Attorney - Property	\$ 50
D2 Deeds	\$100
D3 Simple Contracts	\$200
D4 Tenant Leases (Residential)	\$150
D5 Notarized Affidavits or Documents	\$ 25
D6 Other Legal Documents	\$200

“E” - WILLS

A Plan Member and the dependent spouse shall be entitled to have prepared what is commonly regarded as a simple will which does not include the creation of any trust or other estate. A Plan Member and the dependent spouse shall also be entitled to the periodic review and amendment of all testamentary instruments. Preparation of a simple will, revision of a will or preparation of a codicil is limited to 1 service in any 12 month period. Generally, powers of attorney are prepared in conjunction with wills. See section “D” on page 11. Probation of a will is not a covered service under the Plan.

Codes	Maximum Amount
E1 Simple Will Member	\$300
E2 Simple Will Spouse	\$300
E3 Revised Will or Codicil Member	\$150
E4 Revised Will or Codicil Spouse	\$150

“F” - LANDLORD AND TENANT MATTERS

Plan Members and their eligible dependents, as tenants, shall be represented in connection with any claims, disputes or controversies arising out of a lessor-lessee relationship in respect to their dwelling. Representation for matters before the Landlord and Tenant Board will be paid under this section. Proceedings in which the Plan Member or an eligible dependent is the landlord is not a covered benefit under the Plan.

Codes	Maximum Amount
F1 Leases/Tenancy	\$500

“G” - CONSUMER AND PERSONAL PROPERTY LAW

Plan Members and their eligible dependents shall be entitled to legal representation in connection with any claim against a manufacturer, distributor or retailer for defects in any merchandise, article or service or in a recovery on any warranty given in connection with the sale of merchandise, article or service, where such claim is in excess of \$100. The Plan shall not be obliged to litigate under code H2 on any claim unless the dollar value exceeds \$300 and proceedings brought before the small claims court will be paid under G7.

Codes	Maximum Amount
G1 Contracts/Warranty	\$400
G2 Consumer Protection Act	\$400
G3 Bankruptcy (Personal)	\$500
G4 Garnishment of Wages	\$300
G5 Tax Advice	\$250
G6 Liens (Personal)	\$250
G7 Small Claims Court	\$500

NOTE: The fees of a Trustee in Bankruptcy are covered up to the maximum allowed by the Plan for personal bankruptcy (i.e. voluntary petition, not involving a business). The bankrupt must be discharged prior to submitting the claim. A Form 13 Trustee’s Final Statement of Receipts and Disbursements must be submitted. Consumer proposals are not a covered service under the Plan.

While tax advice is covered, preparation of tax returns are excluded from coverage under the Plan.

“H” - CIVIL LITIGATION DEFENDANT

Plan Members and their eligible dependents shall be represented in connection with any civil action or civil administrative proceeding in which the Plan Member or dependent is named as a defendant or respondent. The Plan shall be under no duty to provide legal representation to a Plan Member or eligible dependents where representation is provided for under statutory programs.

Plan Members shall be required to pay any disbursements in connection with such defensive litigation including the costs of discovery, witness fees, etc.

“H” - CIVIL LITIGATION PLAINTIFF (PLAN MEMBER ONLY)

Only the Plan Member shall be represented in connection with the filing of a civil or administrative action for and on behalf of the Plan Member in connection with any material injury to person or property for the deprivation or injury of any constitutionally or statutorily guaranteed right, any right conferred at common law or for the adjustment of any grievance both recognizable and actionable in either law or equity.

No representation shall be available under this item for any action that is deemed to be either nonmeritorious, calculated to be vexatious only, of a non-material or of a non-consequential nature or would be contrary to public policy.

In the event that any damages are recovered or some form of monetary claim effected, the first \$4,000 excluding damages for property replacement and/or medical expenses of any such recovery shall be free of any assessment by the Plan for legal costs expended on

the Plan Member's behalf. **If the monetary settlement is in excess of the \$4,000, the Plan Member is not entitled to reimbursement under the Plan.** The Plan shall be entitled to recover any legal costs expended on behalf of the Plan Member from costs awarded by the court and from any monetary settlement in excess of \$4,000. Please see the exclusions to the Plan on page 20.

Proceedings in the small claims court are not reimbursable under this section.

Codes	Maximum Amount
H1 Defendant Representation	\$3,000
H2 Plaintiff Representation	\$3,000

NOTE: Outlined in this section are the maximum amounts payable for each service despite the fact that certain proceedings may take in excess of one calendar year to complete.

“J” - GOVERNMENT PROGRAMS AND ASSISTANCE

A Plan Member and the dependent spouse shall be entitled to legal representation on behalf of themselves or their eligible dependents in any matter requiring legal assistance arising out of disputes or appeals with Social Assistance or Employment Insurance.

A Plan Member and the dependent spouse shall be entitled to legal representation in matters of immigration into or out of Canada on behalf of themselves or their dependents, or on behalf of a relative who the Plan Member or spouse directly sponsored into Canada.

Services provided by Immigration Consultants are not covered under the Plan.

Codes		Maximum Amount
J1	Social Assistance	\$150
J2	Employment Insurance Commission	\$150
J3	Immigration Member	\$600
J4	Immigration Spouse	\$600

NOTE: Outlined in this section are the maximum amounts payable for each service despite the fact that certain proceedings may take in excess of one calendar year to complete.

“K” - INSURANCE RELATED MATTERS

Plan Members and their eligible dependents shall be represented in connection with any claim against the insurer (except for benefits provided by the Labourers’ International Union of North America Local 506 or benefits provided by a contributing employer to this Group Legal Plan) by reason of failure to provide or pay the benefits as contracted for or to render advice in the interpretation of any policy provision.

In the event it is necessary to litigate any claim against an insurance carrier, the conditions set forth in item “H” hereinbefore shall apply.

Codes		Maximum Amount
K1	Accident and Health	\$300
K2	Life and Annuity	\$300
K3	Fire and Homeowners	\$300
K4	Casualty	\$300
K5	Automobile Liability	\$300
K6	Marine	\$300
K7	Other	\$300

“L” - AUTOMOBILE RELATED MATTERS

Plan Members and their eligible dependents shall be entitled to legal representation in connection with automobile related incidents.

Litigation under this item is subject to the limitations set forth in item “H”.

Codes	Maximum Amount
L1 Civil Actions (Re: Auto Accident)	\$500
L2 Damage and Personal Injury	\$500
L3 Uninsured Motorist	\$400

“M” - CRIMINAL MATTERS

Plan Members and their eligible dependents shall be entitled to limited legal representation when charged under Provincial or Federal Statutes for summary conviction, indictable and hybrid offences.

The Plan will only allow reimbursement up to the maximum amount indicated for representation on all charges arising out of a single incident. In the event that multiple charges are laid under the Criminal Code of Canada on a single occasion but arising out of separate incidents, the Plan will only allow reimbursement up to the maximum amount indicated.

Reimbursement of the legal expense associated with an initial consultation for charges under the Criminal Code of Canada is also covered under the Plan. Ensure that the statement of account from the lawyer providing legal advice clearly indicates the date and fee charged for the service. See section “C” on page 11.

A copy of the traffic ticket, summons or a notice of trial must accompany claims for Highway Traffic Act matters. The Plan Member must be eligible for benefit coverage on the date of offence for Highway Traffic Act claims.

Codes	Maximum Amount
M1 Highway Traffic Act	\$400
M2 Provincial Offences Act or Offences under Municipal By-laws	\$500
M3 Criminal Code of Canada	\$850
M4 Record Suspension (Pardon)	\$600

NOTE: The Plan covers the legal cost for services provided for the processing of an application for a record suspension (formerly known as a pardon). Federal government processing fees, electronic fingerprinting, local police records check and U.S. entry waivers are excluded from coverage under the Plan.

Representation for driving while impaired or driving over 0.8 mg is limited to 1 charge in a calendar year and a lifetime maximum of 2 charges. Parking violations and fines are excluded from coverage under the Plan.

Outlined in this section are the maximum amounts payable for each service despite the fact that certain proceedings may take in excess of one calendar year to complete.

“N” - APPEALS

Plan Members and their eligible dependents shall be entitled to legal representation on appeals. The Plan shall pay a maximum of 50% of the legal fees up to \$1,000 on an appeal. Appeals are limited to one appeal per court decision or any conviction arising out of the same incident or charge.

Codes	Maximum Amount
N1 Appeals	50% up to \$1,000

“O” - JURY DUTY

Plan Members who are called to perform jury duty or jury selection shall be entitled to payment of lost earnings up to \$150 per day when absent from work less any fee received from the court. The benefit is not payable on weekends and periods of unemployment.

Jury duty claim forms may be obtained from the Administrator or the Union Office and completed by the Plan Member and the employer. Completed claim forms must be accompanied by proof of attendance outlining the days attended, proof of the per diem allowance paid by the court or the Sheriff's letter and then submitted to the Administrator.

Codes	Maximum Amount
O1 Jury Duty	\$150/day

MAXIMUM REPRESENTATION

The maximum representation that a Plan Member shall receive inclusive of their eligible dependents shall not exceed \$4,500 of legal service in a calendar year.

EXCLUSIONS

The following services are excluded from coverage under the Plan:

1. Disbursements, taxes, court costs, filing fees, land transfer taxes, administration fees, process server fees, registration fees and property appraisals.
2. Title searches, survey fees, title insurance and title examining counsel fees.
3. Fines and penalties, whether civil or criminal and parking violations.
4. Any judgement for damages, including judicially awarded costs.
5. Any proceedings or dispute involving an Employer or their officers, agents, representatives or employees.
6. Any proceedings or dispute involving the Union, its officers, agents, representatives or employees.
7. Any proceedings arising under the Ontario Labour Relations Act or any other statute that relates to labour relations or terms and conditions of employment, including but not limited to W.S.I.B., Employment Insurance, the Occupational Health and Safety Act or the Ontario Human Rights Code in matters involving an Employer.
8. Any dispute involving the Plan, the Plan of Benefits or any other Plan or Trust Fund provided by a Contributing Employer to the Plan of Benefits or Labourers' International Union of North America Local 506 Health and Welfare Benefit Trusts.
9. Matters involving election to any public office.
10. Non-personal legal services (e.g. any business related matters).

11. Any controversy between a Plan Member and any dependents apart from divorce, separation or annulment. Mediation is excluded from coverage.
12. No service shall be provided that will violate Public or Statutory Law.
13. Any case in which defense or other legal representation is provided through insurance or other indemnification.
14. Action instituted prior to becoming a Plan Member or civil actions requested to file arising out of pre-existing conditions. Exceptions may be waived by the Board of Trustees.
15. Class actions or interventions or amicus curiae filings in any suit or controversy among other parties not involving the immediate and direct interest of a Plan Member.
16. Any case in which defense or other legal representation is provided through any government agency, which will represent a Plan Member without charge.
17. Any representation required by reason of any acts committed or acts which a Plan Member omitted to perform giving rise to tort, negligence, or criminal claims, or charges, which acts of omission occurred prior to a Plan Member joining the Plan.
18. Court appearance in connection with small claims involving an amount less than \$100 and civil litigation involving an amount less than \$300. Costs of discovery and witness fees are excluded from coverage.
19. Services rendered by immigration consultants.
20. Probation of a will and estate matters.
21. Preparation of tax returns and consumer proposals.

22. Federal government processing fees for a record suspension, local police records check, electronic fingerprinting and U.S. entry waivers.
23. Stale dated claims that were incurred over 24 months prior to their submission.

INTERPRETATION — The Trustees shall be exclusively responsible for the interpretation and application of the Plan, the determination of all questions pertaining to eligibility and entitlement to benefit.

PLAN RULES

Definitions:

“Benefits” means payment of a monetary sum to or on behalf of a Plan Member for legal fees incurred by the Plan Member or eligible dependents in obtaining legal services for matters covered by the Plan.

“Covered Individual” means a Plan Member, his or her spouse and eligible dependents.

“Dependents” means any person with the following relationship to the Plan Member:

- (1) Plan Member’s spouse in respect of whom the contributions are being made for coverage under the Plan; see “Spouse”.
- (2) Plan Member’s unmarried children (including adopted and step children) under 21 years of age who are wholly dependent on the Plan Member for support;
- (3) Plan Member’s unmarried children (including adopted and step children) up to age 25, who are full time students at a University or similar educational institution and depend wholly on the Plan Member for support.

“Legal Services” means representation or advice from a qualified legal practitioner with respect to those matters listed in the schedule of benefits.

“Plan Member” means a member of the Labourers’ International Union of North America Local 506 who is employed by a contributing Employer and who is eligible to receive benefits under the Plan.

“Plan” means the Labourers’ International Union of North America Local 506 Group Legal Benefit Plan.

“Spouse” means a person who:

- (1) is married to the Plan Member;
- (2) although not legally married to the Plan Member, cohabits with the Plan Member for at least one year in a spousal relationship.
- (3) the contributions are being made for coverage under the Plan.

“Trust Agreement” means the Agreement between the Employers and the Union pursuant to which the Trust Fund was established.

“Trust Fund” means the Labourers’ International Union of North America Local 506 Group Legal Benefit Trust established pursuant to the Trust Agreement.

Capitalized terms used in this Group Legal Plan but not defined above shall have the meanings given to those terms in the Trust Agreement.

LAW SOCIETY REFERRAL SERVICE

Plan Members and their dependents are entitled to the use of a service provider of their own choice. Alternatively, the Law Society Referral Service connects residents of Ontario looking for legal assistance with a lawyer or paralegal who practices in

the area of law required. The service will help find a legal professional who will provide up to a 30 minute free consultation to help you determine your rights, options and to meet a specific requirement, such as communicating in a certain language. To access the service please visit:

www.lawsocietyreferralservice.ca

LICENSED PARALEGAL COVERAGE

Legal services provided by a licensed paralegal are covered for the following:

- Litigation in Small Claims Court
- Offences under the Provincial Offences Act and Highway Traffic Act
- Minor criminal charges in Ontario Court of Justice
- Hearings before the Immigration and Refugee Board
- Matters before Tribunals

IMPORTANT INFORMATION FOR SERVICE PROVIDERS

In order to assist in the efficient processing of a Group Legal claim, it is crucial that the supporting documentation be submitted. For your benefit we reiterate the importance of the **itemized statement of account on legal letterhead** detailing the services rendered and the legal fees separate from the disbursements and taxes. Please indicate the name of the client(s) and the amount charged for each service. Non-legal fees, fees in excess of the Plan maximum and fees of members who are ineligible for coverage are the responsibility of the Plan Member.

Attention must be paid to provide us with a clear description of the services rendered. For instance, **Real Estate Matters** often include the preparation of a mortgage and discharge but rarely is it itemized on the statement of account and while the closing date further facilitates processing, it is on rare occasion provided. Survivorship applications will be paid under code "A5 Transfer of Title". Title insurance, title examining counsel fees, property appraisals, mortgage and land registration fees are not covered under the Plan.

Statements of account relating to **Divorce and Domestic Proceedings** must clearly specify the family matter and provide a description of services. The block fees set out herein are payable only for services provided and are not accumulative. When a lawyer prepares a separation agreement the claim may be reimbursed up to \$700. The Plan Member would not be entitled to claim for code "B3 Property and Custody Support Member" when issues of property, custody, access or support are outlined in the separation agreement.

Plan Members and their eligible dependents shall be entitled to receive legal advice by telephone or direct office consultation on any problem that the Plan Member believes to be of a legal nature. When a consultation takes place regarding family or criminal matters it is important that the **Consultation** be identified on the statement of account so as to allow for the Plan Member to receive an additional benefit. Failure to provide the information could result in a delay in the processing of the claim.

Reimbursement for **Bankruptcy** requires the submission of a Form 13-Trustee's Final Statement of Receipts and Disbursements.

Highway Traffic Act claims must be accompanied by a copy of the traffic ticket, summons or a notice of trial where the date of offence will determine the eligibility for reimbursement.

The Plan Member must be eligible for benefit coverage on the date of service (or offence for Highway Traffic Act matters) and claims must be submitted within 24 months of that date.

Maximum representation shall not exceed \$4,500 of legal service in a calendar year. For **Exclusions** please see page 20. The maximum amounts set out under each section are the maximum amounts payable for each service despite the fact that certain proceedings may take in excess of one calendar year to complete. Charges beyond the maximum payable by the Plan or for non-legal services such as disbursements, taxes, registration fees, property appraisals, fines, title insurance, administration fees or court costs are the responsibility of the Plan Member.

The final determination of any claims, question or problem that may arise will be governed by the Trust Agreement and the current Schedule of Benefits. The Plan provides coverage for legal expenses up to the maximum which has been approved by the Board of Trustees and specifically, for those services described in this benefit booklet.

All claims are subject to the rules and exclusions applicable to the Plan of Benefits on pages 20-22.

Notes

Notes

The Defenders Group



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