

**LEGAL ASSISTANCE  
PROGRAM**

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## **HOW TO FILE CLAIMS**

**Please note:** You may choose to use direct deposit for the payment of your claims – refer to page III for more information

Claim forms may be obtained directly from the Plan Administrator or your Local Union office. The claim form must be completed as indicated in order to establish eligibility for a benefit.

The Lawyer retained by the Member must provide a full accounting of the service performed for the Member, including particulars of the service rendered, the date the service was rendered, and the time allotted for each service.

Claims will not be accepted unless and until the service has been completed by the Lawyer and the account of the Lawyer has been rendered in accordance with the above.

**Note:** **LAP claims must be submitted within 12 months from the date the expenses were incurred, except there is a 30 day extension at the end of each calendar year.**

**Submit all Claims to the Plan Administrator:**

**Manion, Wilkins & Associates Ltd.**  
**Claims Department**  
**626 – 21 Four Seasons Place, Etobicoke, ON M9B 0A6**  
**Contact Centre: 416-234-3511 or Toll Free - 1-866-532-8999**  
**Fax: 416-234-2071**

## INTRODUCTION

This Group Legal Assistance Program is a self-insured Welfare Plan which operates as an extension of benefits provided to eligible Members and their dependents. The eligibility and termination rules are the same as those under your Welfare Plan.

The Group Legal Assistance Program provides financial assistance for services relating to the following:

- Consultation
- Estates
- Real Estate
- Family Law
- Administrative Law

## GENERAL PROVISIONS

### Schedule Of Benefits

It is not intended or expected that the Plan will cover the full cost of a service that may be rendered by a Canadian Lawyer. The nature, extent and amount of legal services is a matter between the Member and the Lawyer. The Trust Fund and the Trustees accept no responsibility for any fees over and above the benefits provided hereunder; such fees remain the sole responsibility of the Member.

<b>Service</b>	<b>Amount Not To Exceed</b>
• Will made by Member or Spouse .....	\$100.00
• Wills made by Member and Spouse.....	\$200.00
• Codicil to Will by Member or Spouse .....	\$ 50.00
• Codicil to Wills by Member and Spouse .....	\$ 50.00
• Probate of Will of Member or Member's Spouse or administration of such estate where there is no Will.....	\$300.00
• Purchase of a personal principal residence of Member.....	\$550.00
• Sale of a personal principal residence of Member .....	\$450.00
• Mortgage of a personal principal residence of Member.....	\$300.00
• Renewal or discharge of a mortgage on a personal principal residence of Member.....	\$100.00
• Preparation or review of lease on a personal principal residence of Member.....	\$100.00
• Preparation of Power of Attorney for Member or Member's Spouse .....	\$100.00
• Uncontested Separation Agreement for Member or Member's Spouse .....	\$400.00

- Uncontested divorce (including custody of children, maintenance and alimony) for Member or Member's Spouse..... \$500.00
- Contested Family Law matters and/or Family Court matters involving a Member or Member's Spouse ..... \$500.00
- Adoption of Child by a Member ..... \$300.00
- Legal Advice to a Member through telephone or office consultation (except that where such consultation leads to or relates to a claim covered elsewhere in this schedule there shall be no entitlement to this legal advice Benefit)..... \$115.00
- Legal Advice to a Member's Spouse through telephone or office consultation related to review of their entitlements as a survivor under the Millwright Pension Plan ..... \$300.00

**Annual Maximums**

The calendar year maximum payment per family under the Legal Assistance Plan is:

- 1st calendar year of coverage .....NIL
- continuous 2nd calendar year of coverage.....\$1,000.00
- third and subsequent calendar years of continuous coverage..\$1,500.00

**Exclusions And Limitations On Benefits**

The Plan is only intended to cover certain legal fees of a Lawyer as specified; without limiting the generality of the foregoing, and for purposes of clarification and example only, the Plan shall not provide benefits or in any other manner pay for the following:

- a) disbursements, court costs, filing fees, land transfer taxes, registration fees, etc.;
- b) title searches and survey fees;
- c) fines and penalties, whether civil or criminal;
- d) any judgment for damages, including judicially awarded costs;
- e) legal services outside of Ontario;
- f) appeals;
- g) any proceedings or dispute involving an Employer or their officers or agents;
- h) any proceedings or dispute involving the Union, its officers, agents, representatives or employees;
- i) any proceedings or dispute involving the Trustees;
- j) 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 Workers' Compensation or Employment Insurance matters involving an Employer;

- k) any dispute involving the Plan or the Plan of Benefit or any other plan or trust fund involving an Employer;
- l) matters involving election to any public office;
- m) non-personal legal services (e.g. any business related activity of Member);
- n) a Member's Spouse is not entitled to any Benefits unless he/she is living with the Member in a state of marriage (legal or common law) save and except with respect to family law matters;
- o) any legal services that are not specifically stated in the Schedule Of Benefits shown above.

Additionally, and subject to the above yearly maximums, a Member (including eligible dependents where appropriate) may only claim entitlement to a particular benefit on one occasion in each calendar year of coverage. Further, there shall be no duplication of benefits.

With respect to civil or administrative litigation, the Trustees reserve the right to determine whether or not such action is meritorious or not; whether it is calculated to be vexatious only; whether it is a matter of substance in terms of claim and relief requested; and/or whether it is consistent with public policy. Such determinations by the Trustees may disentitle a Member to benefits hereunder.

With respect to civil or administrative litigation where the Member is awarded costs or receives a settlement or judgement in excess of \$3,000.00, the Member shall only be entitled to a benefit of up to \$150.00 for the service and shall be responsible to return to the Trust Fund such amount already paid on his/her behalf over and above the \$150.00 amount. A Statement of Irrevocable Direction is available in this regard.

#### **CHOICE OF LAWYER**

A Member may engage a Lawyer of his or her own choice provided he/she practices law in Canada.

Where a Member does not know of a Lawyer, the Member can contact the Law Society of Upper Canada.

Whether the Member chooses his or her own Lawyer or engages a Lawyer through the Law Society of Upper Canada, the Trustees will not make any representation whatsoever with respect to the nature or the quality of the legal services that may be provided by a Lawyer. These matters are strictly between the Member and the Lawyer as are the fees to be charged by the Lawyer.

#### **INTERPRETATION, AMENDMENT AND TERMINATION OF PLAN**

The Trustees have the sole and exclusive power and authority to apply and interpret the Plan; to amend the Plan from time to time and at any time; and to terminate the Plan at any time as they may deem necessary or appropriate.