



Canadian Lawyers Liability Assurance Society

2019/2020 Renewal Application for  
Excess Professional Liability Insurance

This application is made by the undersigned member (the "Firm") of the Canadian Lawyers Liability Assurance Society ("CLLAS") for issuance by CLLAS to the Firm of policies of professional liability insurance.

**Note:** *The policies applied for are "claims made" policies and only provide coverage for claims first made against the Insured during the policy period.*

Please answer **ALL** questions. Where space to answer is insufficient, attach a separate sheet.

1. Name of Firm (Named Insured): Weirfoulds LLP
2. Address of principal office: 4100 – 66 Wellington Street, PO Box 35  
TD Bank Tower, Toronto ON M5K 1B7  
Phone: (416) 365-1110 Fax: (416) 365-1876
3. Address, phone and fax numbers of other office(s):  
Suite 10, 1525 Corwall Rd Oakville, ON L6J 0B2  
Ph: (905) 829-8600, Fx: (905) 829-2035
4. Management or service companies, date(s) established and services provided:  
WEIRFO Management Ltd – {remises Lessor}
5. Is the Firm a multi-disciplinary partnership ("MDP")? ☐ yes ☒ no

If "yes", provide date MDP was established and name the non-lawyer partners and their respective disciplines.

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6. Since the most recent CLLAS application, has the name of the Firm been changed, or has any firm merged into the Firm? If so, give full particulars (including the number of lawyers merged into the Firm in each such situation) unless previously provided.

*NO*

7. Attached as Appendix A is a list of the Firm's predecessor firms resulting from mergers since July 1, 1987. Is the list complete?

☒ yes    ☐ no

If "no", please provide update.

Note: A predecessor firm is one a) which has undergone dissolution; and b) in which more than 50% of the partners and employed lawyers became partners and employed lawyers of the Firm.

8. Please complete Appendices B and C to provide the following details as of March 1, 2019:

- a) Number of lawyers (including partners, employed lawyers, counsels/of counsels and lawyer consultants).
- b) Number of patent & trademark agents (who are not lawyers).
- c) Number of other non-lawyer consultants.
- d) Number of paralegals.
- e) Number of other employees.
- f) If applicable, the number of lawyers who are not partners, employed lawyers, counsels/of counsels or lawyer consultants of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm. Please identify such individuals and professional corporations as requested in Appendix B.

Note: A common professional corporation structure is one where the lawyer remains a partner of the firm but the firm contracts with a professional corporation to provide the services of the partner to the firm via the professional corporation. Those lawyers would be accounted for in a) above. Question f) is intended to address an alternative structure whereby the professional corporation itself is a partner of the firm and it contracts directly or via another professional corporation with a lawyer to provide professional services.

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9. Please show the Firm's practice split by indicating the approximate percentage of billings for the following areas of law:

	<u>This Year</u>		<u>Last Year</u>	
a) Corporate and Commercial Law	26.2	%	24.4	%
b) Criminal Law	0	%	0	%
c) Family Law	0	%	0	%
d) Intellectual Property	0	%	0	%
e) Labour Law	0	%	0	%
f) Litigation	30.1	%	28.3	%
g) Real Estate	12.5	%	12.5	%
h) Securities Law	5.10	%	5.1	%
i) Tax Matters	0	%	0	%
j) Wills, Estates, Trust	7.4	%	5.3	%
k) Other (please specify)	23.8	%	24.5	%

10. Have any of the lawyers or non-lawyer consultants listed in Appendices B and C or former lawyers or former non-lawyer consultants of the Firm been the subject of disciplinary proceedings, suspended or disbarred from practice since the date of the Firm's most recent CLLAS application? ☐ yes ☒ no

If "yes", please provide full details:

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11. Attached as Appendix D is a description of the "Associated Firms" and "Umbrella Firms" which are identified in the Associated Firm Endorsement (Endorsement No. 1) of the current CLLAS Primary Policy. Please verify, update where appropriate and advise CLLAS of any anticipated changes.
12. Canadian law society programs may restrict coverage if Professional Services are provided outside of Canada or if the Professional Services relate to non-Canadian law. The CLLAS Primary Policy also excludes coverage for lawyers providing Professional Services from a U.S. office as well as the practice of non-Canadian law. Please provide details of such services in Appendix E.
13. Attached as Appendix F is a schedule of claims and notices which have been given to the applicable law society and CLLAS as of December 31, 2018. Please verify and provide any changes in status. All known claims or notices that are not on the schedule, including those reported to any underlying insurance carrier, should be reported up to the date of this application. **Notices on this application are not considered proper notice of a claim.**

If applicable, CLLAS will also require an update on claims of your predecessor firms which were reported prior to any merger which are paid or currently reserved excess of \$500,000.

Note: Details required on all claims or notices are: name of lawyer, name of claimant, date claim reported, error date, date claim closed (if applicable), a brief description of the claim, including damages sought, amount paid (legal & indemnity) and amount reserved (legal & indemnity).

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14. Will the Firm purchase coverage under the CLLAS optional excess layer?

☐ yes      ☒ no

If "yes", please indicate preferred limit option:

☐ \$10M xs \$160M      ☐ \$20M xs \$160M  
☐ \$30M xs \$160M      ☐ \$40M xs \$160M  
☐ \$50M xs \$160M      ☐ \$60M xs \$160M

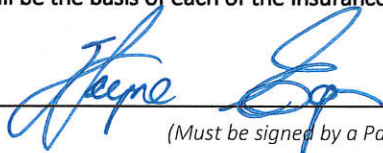
15. Under Appendix G, please provide a full description of the Firm's most current risk management policies and procedures or, if appropriate, an update to your response to Appendix G of last year's renewal application.

16. Please complete Appendix H to provide underwriting information with respect to cyber liability.

17. Please attach as Appendix I copy of the Firm's 2019 Professional Liability Insurance Application and Exemption Form submitted to LawPro.

The undersigned hereby declares that the above statements and particulars, including those set forth in Appendices A through I, are true and that no material facts have been omitted, suppressed or misstated and that this application, which is deemed to include the information from any previous applications completed by the Firm for CLLAS, shall be the basis of each of the insurance contracts with CLLAS.

Signature: \_\_\_\_\_



(Must be signed by a Partner of the Firm)

Name of Signatory: \_\_\_\_\_

Wayne Egan, Managing Partner

(Who shall be the designated contact person between CLLAS & the Firm as respects this insurance.)

Date: \_\_\_\_\_

APRIL 17, 2019



## APPENDIX A

### PREDECESSOR FIRMS

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Name of Firm: WeirFoulds LLP

#### Merger Date

▪ Davis, Webb, Schulze & Tinsley	February 1, 1988
▪ Weir & Foulds	March 1, 2001
▪ Lynda J. Townsend Law Office (predecessor firm of TA)	September 2006
▪ Townsend Rogers (predecessor firm of TA)	June 2009
▪ Townsend and Associates ("TA")	September 30, 2013

Note: A predecessor firm is one a) which has undergone dissolution; and b) in which more than 50% of the partners and employed lawyers became partners and employed lawyers of the Firm.

**APPENDIX B**  
**ACTIVE MEMBERS OF THE FIRM AS OF MARCH 1, 2019**

Name of Firm: WeirFoulds LLP

	<u>CANADA</u>				<u>OUTSIDE OF CANADA</u> <sup>/5</sup>		
	<u>B.C.</u>	<u>Alberta</u>	<u>Ontario</u>	<u>Quebec</u>	<u>Other Provinces</u> <u>(Please specify)</u>	<u>U.S.</u>	<u>Other</u> <u>Locations</u>
a) No. of Lawyers <sup>/1</sup>			84				
b) No. of Patent & Trademark Agents <sup>/2</sup>							
c) No. of Non-lawyer Consultants <sup>/3</sup>			2				
d) No. of Paralegals							
e) No. of Other Employees			118				
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm <sup>/4</sup>			22				

<sup>/1</sup> Including partners, employed lawyers, counsels/of counsels and lawyer consultants.

<sup>/2</sup> These are not lawyers.

<sup>/3</sup> Please complete Appendix C if individuals are reported under this category.

<sup>/4</sup> Lawyers reported here should not be included under a). (See note at Question 8.f) of the application.)

<sup>/5</sup> Please complete Question 3 of Appendix E to provide further information on lawyers reported under these columns.

***Please attach a list of the lawyers reported under a) above, showing in each case his/her full name, date of call, date joined the Firm and, if applicable, date became partner.***

***Please attach a list of the names of the individuals reported under f) above, together with the names of the professional corporations to which they provide services.***

***If underlying insurance is purchased outside any Canadian mandatory law society program for lawyers, please provide full details under Appendix E, Question 4.***

If members of the Firm, either alone or with others, engage in the conduct of any profession or business other than the practice of law (e.g. financial management, mortgage brokering or other consulting; underwriting or brokering of securities or investment banking activities; real estate appraisal; actuarial analysis) either directly or indirectly as an agent, employee or partner of any organization, please give full particulars.

**We have two lawyers who are designated Foreign Legal Consultants related to their work in the Caribbean**

Last Name	First Name	Called to Bar	Joined Firm
Abela	Caroline E.	2002	2003
Ackerley	Glenn	1989	1989
Allen	Mac	2013	2013
Anand	Raj	1980	1998
Arezes	Richard J.	2010	2010
Astolfo	Sandra	1995	2016
Baek	Jennie	2008	2015
Baker	Denise	2003	2013
Bassett	Carleigh	2015	2015
Bilyk	Sierra	2018	2018
Bogach	Faren H.	2008	2010
Boritz	Lia	2016	2016
Borsook	Lisa	1982	1982
Bromstein	Alan	1976	2014
Brown	David S.	1989	1989
Brown	Graham	2012	2012
Buhlman	John M.	1981	1981
Burns	Clare E.	1991	2008
Carpenter	Philip	2013	2018
Chaytor	Krista	2000	2000
Chiesa	Nadia	2011	2011
Cho	Philip	2002	2018
Clute	Alec K.	1985	1985
Cowan	Jeffrey	1978	1978
Danay Wallace	Lisa	2015	2018
Datt	Raj	2002	2018
Doak	Stephen B.	2007	2007
Dolphin	Michael	2005	2005
Dooley	Conor	2010	2010
Dougherty	M. Jill	1986	1986
Douglas	Heather	1980	2016
Duffy	Lori	1984	1984
Eberschlag	Robert	2000	2018
Egan	Wayne	1990	1990
Eisenberg	Robert	2015	2015
Engell	Bruce H.	1989	1989
English	Shawn	2017	2017
Ferguson	Daniel	1984	1989
Filson	Ryan	1999	1999
Finlay	Bryan	1969	1970
Flarity	Aisling	2014	2014
Foran	Sean	1990	1990
Formosa	Albert	1986	1986
Garrod	Caroline	2016	2018
Gordon	Kelsey	2018	2018

Last Name	First Name	Called to Bar	Joined Firm
Na Guo	Eva	2017	2018
Han	Susan	1988	2017
Howard	Adrian	2017	2017
Keon	Ada	2017	2018
Kinkartz	Lara	2014	2015
Knight	David	1982	2018
Kosa	James	2006	2018
Kroman	Ralph	1984	1988
Kuchar	Brian	2011	2018
Kussner	Barnet	1991	1991
La Neve	Bianca V.	2002	2011
Lee	Karsten	2007	2007
Mah	Megan	2016	2016
McKellar	John D.	1959	1959
McKenna	Debra	2011	2018
McLellan	Bradley	1979	1982
McQuaid	Michael J.	1965	1966
Millar	W. A. Derry	1974	1974
Monteith	Maralynne A.	1980	2002
Morris	Ryan	2003	2014
Nadeau	Marie-Pier	2007	2018
Nugent	Patrick W.	1999	2005
O'Connor	Les J.	1974	1974
Pandell	John L.	1988	1988
Patriquin	Scot	2003	2016
Peglar	Hayley	2014	2014
Perera	Rochelle	2012	2018
Prehogan	Kenneth	1980	1980
Richards	J. Gregory	1982	1982
Risk	John	2001	2017
Ross	N. William C.	1969	1969
Rouleau	Sylvain	2010	2013
Rukavina	Steven	1994	1994
Scorgie	Jeff	2015	2015
Shafir	Max	1967	2016
Singh	Aashima	2017	2017
Statham	Michael	1998	1998
Stephens	Kate	2018	2018
Steven	Caitlin	2016	2016
Swartz	Michael	2002	2002
Sydorenko	Julia	2018	2018
Tarshis	Debbie S.	1984	1984
Tereshyn	Christina	2015	2015
Thavaraj	Kartiga	2018	2018
Theeuwien	Kayla	2015	2015

Last Name	First Name	Called to Bar	Joined Firm
Thompson	David R.	1989	2004
Tzekas	Christopher J.	1979	1979
Vermette	Marie-Andree	2001	2001
Walwyn	Frank E.	1995	1995
Warren	Robert	1977	1977
Wilbee	Alexandra	2006	2015
Wilkinson	John B.A.	1987	1987
Wong	Vickie	1991	2016
Wong	Thomas	2012	2018
Wong	Daniel	2001	2018
Yun	Sarah	2014	2014
Zalar	Tatiana	2013	2016
Armstrong	Alyssa	2017	2019
Brock Ko	Cecile	2014	2019
Tessaro	Daniel	2013	2019
Sim	Janet	1982	2019

Professional Corporations - 2019				
	Name	Role	Professional Corporation Name	
1	Ackerley, Glenn	Partner	Glenn W. Ackerly Professional Corporation	
2	Anand, Raj	Partner	Raj Anand Professional Corporation	
3	Baker, Denise	Partner	Denise Baker Professional Corporation	
4	Borsook, Lisa	Partner	Lisa A. Borsook Professional Corporation	
5	Buhlman, John	Partner	John M. Buhlman Professional Corporation	
6	Chaytor, Krista	Partner	Krista R. Chaytor Professional Corporation	
7	Cowan, Jeff	Partner	Jeff G. Cowan Professional Corporation	
8	Duffy, Lori	Partner	Lori M. Duffy Professional Corporation	
9	Egan, Wayne	Partner	Wayne Egan Professional Corporation	
10	Ferguson, Dan	Partner	Daniel P. Ferguson Professional Corporation	
11	Filson, Ryan	Partner	Ryan M. Filson Professional Corporation	
12	Foran, Sean	Partner	Sean G. Foran Professional Corporation	
13	Formosa, Albert	Partner	Albert G. Formosa Professional Corporation	
14	Kroman, Ralph	Partner	Ralph H. Kroman Professional Corporation	
15	Kussner, Barnet	Partner	Barnet H. Kussner Professional Corporation	
16	Lee, Karsten	Partner	Karsten T. Lee Professional Corporation	
17	McLellan, Brad	Partner	Bradley N. McLellan Professional Corporation	
18	Prehogan, Ken	Partner	Kenneth Prehogan Professional Corporation	
19	Swartz, Michael	Partner	Michael R. Swartz Professional Corporation	
20	Warren, Robert	Partner	Robert B. Warren Professional Corporation	
21	Walwyn, Frank	Partner	Frank Walwyn Professional Corporation	
22	Eberschlag, Robert	Partner	Robert Eberschlag Professional Corporation	
Former Professional Corporations				



APPENDIX C  
ACTIVE NON-LAWYER COUNSULTANTS OF THE FIRM AS OF MARCH 1, 2019  
(Excluding Patent & Trademark Agents)

Name of Firm: WeirFoulds LLP

**SECTION A**

Professional Service Provided or Type of Profession	# Person in Same Profession	Location (Province)	Client Contact	Advise Clients	Supervised by Lawyers	Underlying Insurance <sup>/1</sup>	% of Time Docketed <sup>/2</sup>
Planners	2	ON	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**SECTION B**

Please provide the following details on the underlying insurances purchased and attach a copy of the policies:

Type of Exposure:	Errors & Omissions Liability	Type of Exposure:	
Insurance Carrier:	Encon Group Inc	Insurance Carrier:	
Policy Number:	SRD518095	Policy Number:	
Period of Insurance:	01 January, 2019 - 01 January, 2020	Period of Insurance:	
Retroactive Date:		Retroactive Date:	
Limits:	\$ 5 million per claim, \$ 5 million aggregate	Limits:	\$ _____ per claim, \$ _____ aggregate

<sup>/1</sup> If underlying insurance is purchased, please complete Section B.

<sup>/2</sup> PLEASE COMPLETE THIS COLUMN ONLY FOR INDIVIDUALS WHO ARE NOT ACTING UNDER THE SUPERVISION OF A LAWYER AND FOR THAT PORTION OF TIME THE INDIVIDUAL IS NOT ACTING UNDER THE SUPERVISION OF A LAWYER.



ENCON Group Inc.  
500 – 1400 Blair Place  
Ottawa, Ontario K1J 9B8  
Telephone 613-786-2000  
Facsimile 613-786-2001  
Toll Free 800-267-6684  
www.encon.ca

# Policy

## Errors and Omissions Insurance for Associations

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POLICY NUMBER:	SRD518095	REPLACING POLICY:	SRD497357
CLIENT NUMBER:	332156	BROKER:	RDA INC.

### DECLARATIONS

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1. SPONSORING ENTITY: ONTARIO PROFESSIONAL PLANNERS INSTITUTE (OPPI)
  2. SPONSORING ENTITY'S  
Address: 201-234 EGLINTON AVE E  
TORONTO ON M4P 1K5
  3. Policy Period: from 01 January 2019 to 01 January 2020  
at 00:01 local time at the address  
shown above without tacit renewal
  4. Limits of Liability: \$ 5,000,000 per LOSS per member  
\$ 5,000,000 per policy period per member
  5. Deductible: \$ 0 per LOSS
  6. Premium: \$ 44 per member
- \* *All amounts shown in Canadian dollars*
7. Retroactive Date: N/A
  8. These Declarations provide the INSURED with coverage under the policy wording ( AS35E-SRD-16-CAN/QUE ) which is attached hereto.
  9. Endorsements forming part of this policy at issuance: 1 to 11

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10. INSURERS:	Aviva Insurance Company of Canada	25.0%
	Temple Insurance Company	25.0%
	Everest Insurance Company of Canada	20.0%
	Arch Insurance Canada Ltd.	15.0%
	XL Reinsurance America Inc.	15.0%

It is agreed that the above INSURERS are binding themselves, severally and not jointly, each in its layer of coverage only, and each only for that amount determined by multiplying its percentage proportion of coverage by the amount of the LOSS.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of the subscribing INSURERS' insurance business in Canada.

INSURANCE MANAGER:        ENCON Group Inc.  
                                 500-1400 Blair Place  
                                 Ottawa, Ontario K1J 9B8

The INSURERS have duly authorized ENCON Group Inc. to execute and sign this policy of insurance.

Dated: 22 October 2018

A handwritten signature in black ink, appearing to read 'D. Cook', written over a horizontal line.

David G. Cook, President  
Authorized Representative

# Policy

## Errors and Omissions Insurance for Associations

This is a claims-made and reported policy. Please read the entire policy carefully.

Terms in capital letters have special meaning. Please refer to the definitions section of this policy (Part I).

### Part I – Definitions

As used in this policy, the following words or expressions shall mean:

#### 1. Bodily Injury

Bodily injury, physical injury, sickness, disease, mental anguish, mental suffering or shock, including death resulting from any of these at any time.

#### 2. Claim

Any written or oral allegations received by the INSURED resulting from an error, omission or negligent act in the rendering of INSURED SERVICES.

#### 3. Damages

Compensatory DAMAGES, including all pre-judgment and post-judgment interest.

#### 4. Fissionable Substance

Any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

#### 5. Insurance Manager

The insurance administrator under this policy, who is duly authorized to issue this policy as well as to issue and receive notices under this policy for and on behalf of the INSURERS, and whose name and address appear in the Declarations. The INSURANCE MANAGER is not a party to this contract of insurance.

#### 6. Insured

- (a) INSURED MEMBERS;
- (b) any present or former employee of the INSURED MEMBER while acting within the scope of their duties for the INSURED MEMBER.

#### 7. Insured Member

All members of the SPONSORING ENTITY, as mentioned in the Declarations who presently subscribe to this insurance contract.

#### 8. Insured Services

Those services as defined in Endorsement No. 1.

#### 9. Insurers

The insurance companies whose names appear in the Declarations. It is agreed that such INSURERS are binding themselves severally and not jointly, each in its own layer of coverage only, and each only for that amount determined by multiplying its percentage proportion of coverage by the amount of the LOSS.

#### 10. Loss

One or more CLAIMS resulting from the same or related error, omission or negligent act in the rendering of INSURED SERVICES, regardless of the number of suits, claimants or INSURED. Such CLAIMS will be considered first reported within the policy period in which the earliest CLAIM was reported and subject to that single limit of liability.

#### 11. Nuclear Energy Hazard

The radioactive, toxic, explosive or other hazardous properties of RADIOACTIVE MATERIAL.

#### 12. Nuclear Facility

- (a) Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium, uranium, or any one or more of them;
- (b) any equipment or device designed or used for:
  - (i) separating the isotopes of plutonium, thorium, uranium, or any one or more of them;

- (ii) processing or utilizing spent fuel; or
- (iii) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them, if at any time the total amount of such material in the custody of the INSURED at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste RADIOACTIVE MATERIAL.

The above includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

### 13. Pollution

Emission, release, discharge, dispersal, escape or disposal of smoke, gases, vapours, soot, fumes, acids, alkalis, toxic substances, waste materials, irritants, contaminants or pollutants into or upon land or any water of any description no matter where located or how contained, or into any drainage or sewage system, or into the atmosphere.

### 14. Radioactive Material

Uranium, thorium, plutonium, neptunium, their respective derivatives and other compounds, radioactive isotopes of other elements and any other substances that the Canadian Nuclear Safety Commission may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.

### 15. Sponsoring Entity

The SPONSORING ENTITY named in the Declarations.

- (i) during the policy period; or
- (ii) before the effective date of the initial policy issued and renewed without interruption by the INSURANCE MANAGER, but after the retroactive date (if one is shown in the Declarations), provided that on the effective date of this policy the INSURED did not know of the CLAIM or of the circumstance that could reasonably have given rise to the CLAIM;
- (b) to pay on behalf of the SPONSORING ENTITY all sums which the SPONSORING ENTITY shall become legally obligated to pay as DAMAGES because of its vicarious liability for the acts of the INSURED and provided a CLAIM and any action instituted in respect of the CLAIM is brought against the SPONSORING ENTITY and the INSURED.

This policy of insurance, subject to its terms, conditions and limitations, applies to CLAIMS first made against the INSURED and reported to the INSURANCE MANAGER during the policy period.

## 2. Defence and Other Payments

With respect to the insurance afforded by the General Agreements of Part II of this policy, the INSURERS further agree:

- (a) that they shall have the right and duty to defend the INSURED in any suit first brought against the INSURED before a court of civil jurisdiction in Canada or the United States of America;
- (b) to pay any premium payable under guarantee bonds required to release attachments and any premium payable on appeal bonds but without any obligation to apply for or furnish any such bonds;
- (c) to pay the reasonable and necessary legal, adjusting, investigating or expert expenses incurred for the defence of CLAIMS for which coverage is provided by this policy;
- (d) to pay costs taxed against the INSURED following a judgment by a court of civil jurisdiction;
- (e) to reimburse INSUREDS for the reasonable expenses incurred by the INSURED to assist in the investigation and defence of the CLAIM at the request of the INSURANCE MANAGER. Such expenses shall include the amount paid in salaries up to a total of five hundred dollars (\$500) per day, paid to INSUREDS who, in lieu of work, attend at discoveries, mediation, trial, coroner's inquest or human rights tribunal as part of the defence of a CLAIM;
- (f) the INSURERS shall have no duty to defend a CLAIM which arises from demands or proceedings first brought against the INSURED outside Canada or the United States of America.

Where it is the duty of the INSURED to defend, the INSURED shall not select defence counsel

## Part II – Insuring Agreements

### 1. General Agreements

In consideration of the premium indicated in the Declarations, and in reliance upon the attachments to and the statements made in the application form, and subject to the terms, conditions and limitations contained in this policy, the INSURERS agree:

- (a) to pay on behalf of the INSURED all sums which the INSURED shall become legally obligated to pay as DAMAGES because of a CLAIM first made and reported to the INSURANCE MANAGER during the policy period resulting from an error, omission or negligent act in the rendering of INSURED SERVICES by the INSURED:



without the INSURANCE MANAGER'S written consent, which shall not be unreasonably withheld. The INSURERS shall have the right and shall be given the opportunity to effectively associate with the INSURED in the investigation, defence and settlement of any CLAIM for which coverage is provided under this policy. The payment of sums provided for in Item 2 of Part II shall be on a current basis.

3. The payment of the sums provided for in Item 2 of Part II is to be considered an integral part of the applicable limit of liability of the INSURERS as it erodes the limit of liability.
4. The INSURERS' obligation to defend any CLAIM ends once the available limit of liability is exhausted.
5. **Territory**

This policy applies to CLAIMS which give rise to demands or proceedings against the INSURED anywhere in the world.

### Part III – Exclusions

The coverage afforded under this policy does not apply to:

#### 1. **Asbestos Liability Bodily Injury**

CLAIMS for DAMAGES for BODILY INJURY which is actually or allegedly, in whole or in part, directly or indirectly, caused by, based upon or in any way involving asbestos or any material derived therefrom in whatever form or quantity.

This exclusion applies to such CLAIMS regardless of any other cause or event (whether insured or not) contributing concurrently or in any sequence to the occasioning of the BODILY INJURY.

#### 2. **Bankruptcy/Insolvency**

CLAIMS resulting from the bankruptcy or insolvency of the INSURED MEMBER.

#### 3. **Care, Custody and Control**

CLAIMS resulting from damage caused to property in the care, custody or control of the INSURED or property over which the INSURED is for any purpose exercising control.

#### 4. **Deliberate, Dishonest or Fraudulent Acts**

CLAIMS resulting from deliberate, dishonest, criminal or fraudulent acts committed by the INSURED, unless it was done in order to protect persons or property, but this exclusion does not apply to any INSURED who is neither the author of nor an accomplice to the act.

#### 5. **Economic Return**

CLAIMS resulting from representations, forecasts or estimates of profit, return on capital or economic return.

#### 6. **Fines, Penalties**

CLAIMS resulting from any fines, penalties, punitive or exemplary damages.

#### 7. **Insured vs. Insured**

CLAIMS initiated by one or more INSUREDS against any other INSURED.

#### 8. **Liability of Others**

CLAIMS resulting from the liability of others assumed by the INSURED under a contract; however, this exclusion shall not apply to the INSURED'S legal liability for subconsultants contractually bound to the INSURED or for the INSURED'S liability for errors, omissions or negligent acts of the INSURED'S own employees.

#### 9. **Libel and Slander**

CLAIMS resulting from DAMAGES resulting from:

- (a) oral or written publication of material, declaration or interview by the media that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- (b) oral or written publication of material that violates a person's right of privacy.

#### 10. **Nuclear Energy**

CLAIMS:

- (a) resulting from any liability imposed by or arising under the Nuclear Liability Act; or
- (b) with respect to which an INSURED under this policy is also insured under a contract of nuclear energy liability insurance (whether the INSURED is named in such contract or not and whether or not it is legally enforceable by the INSURED) issued by the Nuclear Insurance Association of Canada or any other group or pool of insurers, or would be an INSURED under any such policy but for its termination upon exhaustion of its limit of liability; or
- (c) resulting directly or indirectly from the NUCLEAR ENERGY HAZARD arising from:
  - (i) the ownership, maintenance, operation or use of a NUCLEAR FACILITY by or on behalf of an INSURED;
  - (ii) the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any NUCLEAR FACILITY; and
  - (iii) the possession, consumption, use handling, disposal or transportation of FISSIONABLE SUBSTANCES, or of other RADIOACTIVE MATERIAL;



but this exclusion shall not be construed to apply in any commercial or medical radioactive isotopes.

#### 11. Other Activities

CLAIMS resulting from the legal liability of the INSURED arising from the operation of any business enterprise, other than INSURED SERVICES.

#### 12. Other Insurance

CLAIMS covered under another valid and collectible insurance policy. Any coverage provided by this policy shall be specifically excess of and shall not act in contribution with such other insurance policy.

#### 13. Pollution

CLAIMS arising out of or attributable to POLLUTION.

#### 14. Prior Knowledge

CLAIMS or circumstances, reported or not in the application, known to the INSURED before the effective date of the initial policy issued and renewed without interruption by the INSURANCE MANAGER to the INSURED.

#### 15. Related Entities

CLAIMS made against the INSURED, when such CLAIMS are made by another business:

- (a) owned totally or partially by an INSURED;
- (b) controlled or managed totally or partially by an INSURED;
- (c) which is directly or indirectly involved in any way in the ownership or management of an INSURED'S business; or
- (d) of which an INSURED is a partner, director, officer or employee.

This exclusion shall not apply where the interest held by such an entity in the INSURED, or interest held by the INSURED in such an entity, whether held as equity, ownership or voting rights, is less than or equal to ten per cent (10%).

#### 16. War Risk

CLAIMS resulting from DAMAGES caused directly or indirectly by war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection.

### Part IV –

#### Computation of Amounts Payable by the Insurers

##### Limit of Liability of the Insurers

Subject, when applicable, to the deductible as stated in the Declarations, the liability of the INSURERS under Part II – Insuring Agreements of this policy is limited, for each LOSS and per policy period, to the amounts as stated in the

Declarations. It is agreed that the INSURERS and the INSURED shall contribute equally towards DAMAGES until the INSURED has paid the deductible referred to in the Declarations.

### Part V – Conditions

#### 1. Action Against the Insurers

No action or legal proceedings may be initiated against the INSURERS unless the INSURED has fully complied with the requirements of this policy.

#### 2. Amendments

The terms of this policy may only be waived or changed by the INSURANCE MANAGER and then, only by written endorsement signed by the INSURANCE MANAGER. Such endorsement shall form a part of this policy.

#### 3. Assignment

Assignment of interest under this policy shall not bind the INSURERS until their consent is endorsed hereon; if, however, the INSURED MEMBER should be adjudged bankrupt, insolvent or incompetent or die within the policy period, this policy shall cover the INSURED MEMBER'S legal representative as INSURED MEMBER. The INSURED MEMBER agrees that any notice of any kind the INSURANCE MANAGER mails to the INSURED MEMBER at the INSURED MEMBER'S last known address shall constitute notice to the INSURED MEMBER'S legal representatives.

#### 4. Cancellation of Policy

- (a) The INSURED MEMBER may cancel its coverage by giving written notice to the INSURANCE MANAGER to this effect, indicating when thereafter the cancellation shall be effective. The INSURANCE MANAGER will reimburse the excess of premium paid by the INSURED MEMBER over and above the premium earned for the time on risk, the calculation being made in accordance with the customary short rate table and procedure.
- (b) The SPONSORING ENTITY may cancel the master policy by giving written notice to the INSURANCE MANAGER to this effect, indicating when thereafter the cancellation shall be effective. The INSURANCE MANAGER will reimburse the excess of premium paid by the INSURED MEMBERS over and above the premium earned for the time on risk, the calculation being made in accordance with the customary short rate table and procedure.

- (c) The INSURANCE MANAGER may cancel the INSURED MEMBER'S coverage by giving to the INSURED MEMBER written notice to this effect, either by registered mail or by delivering it by hand and the termination takes effect thirty (30) days after the date of the notice; in the event of non-payment of premium, the termination

takes effect fifteen (15) days after the date of the notice. The INSURANCE MANAGER shall reimburse this excess premium paid by the INSURED MEMBER over the earned premium for the time on risk, such calculation to be made on a pro rata basis.

- (d) The INSURANCE MANAGER may cancel the master policy by giving to the SPONSORING ENTITY written notice to this effect, either by registered mail or by delivering it by hand and the termination takes effect thirty (30) days after the date of the notice. The INSURANCE MANAGER shall reimburse this excess premium paid by the INSURED MEMBERS over the earned premium for the time on risk, such calculation to be made on a pro rata basis.

#### 5. **Conformity to Statute**

The terms of this policy that are in conflict with the terms of any applicable laws construing this policy, including the Quebec Civil Code, are hereby amended to conform to such laws.

#### 6. **Continuity**

In the event this policy replaces, without interruption, a prior policy issued by the INSURANCE MANAGER, any CLAIMS or circumstances that could reasonably give rise to a CLAIM of which the INSURED is aware and which the INSURED reports to the INSURANCE MANAGER shall be deemed to have been reported on the date the INSURED first became aware of such CLAIM or circumstances and will be insured subject to the terms, conditions and limits of liability of the policy in force on such date.

#### 7. **Co-operation of the Insured**

The INSURED must co-operate with the INSURANCE MANAGER and, at the request of the INSURANCE MANAGER, assist to effect settlement, forward proceedings, attend hearings and trials, assist in securing and giving evidence and in obtaining the attendance of witnesses.

The INSURED shall not, without the INSURANCE MANAGER'S approval and except at the INSURED'S own cost, voluntarily make any payment, assume any obligation or incur any expense.

#### 8. **Insured Member Represents All Insureds**

The INSURED MEMBER, INSURERS and INSURANCE MANAGER agree that the INSURED MEMBER represents all INSURED'S of the INSURED MEMBER under this policy.

#### 9. **Notice of Claim**

This is a claims-made and reported policy. The INSURED shall, as soon as practicable after being made aware of a CLAIM for which coverage would be afforded by this policy, provide written notice with the full particulars thereof to the INSURANCE MANAGER, ENCON Group Inc., at the address indicated in the Declarations.

If during the policy period the INSURED becomes aware of a circumstance which could reasonably give rise to a CLAIM, the INSURED shall give written notice thereof to the INSURANCE MANAGER as soon as practicable and prior to the date of the termination of the policy. Any such CLAIM received by the INSURED resulting from such circumstances shall be treated as a CLAIM made during the policy period in which such notice was given.

If the effective date of termination of the policy is a Saturday, Sunday or Statutory Holiday, any CLAIM presented to the INSURANCE MANAGER on the business day immediately following the termination date, will be deemed to have been reported within the policy period.

Notwithstanding the aforementioned, any late notice or absence of notice is cause of forfeiture of the rights of the INSURED, if the INSURERS sustain injury therefrom.

#### 10. **Right to Audit**

The INSURANCE MANAGER may, at any time, inspect the premises of the INSURED MEMBER. In relation to the object of this policy, the INSURANCE MANAGER may also examine the financial records and files of the INSURED MEMBER during the policy period and during the two (2) years which follow its expiry or cancellation provided that prior notice of forty-eight (48) hours is given to the INSURED MEMBER.

#### 11. **Settlement and Contestation of Claims**

In the event of a CLAIM, the INSURANCE MANAGER will not settle the LOSS without first obtaining the written consent of the INSURED MEMBER.

However, if a settlement is rendered impossible by the sole refusal of the INSURED MEMBER, the latter must continue the defence at the INSURED MEMBER'S own expense and the liability of the INSURERS will then be limited to the amount for which the CLAIM could have been so settled together with expenses incurred under the present policy at the date of such refusal.

#### 12. **Severability of Interests**

In the event that a CLAIM is made against more than one INSURED, it is agreed that the obligation of the INSURERS under this policy is the same as if separate policies had been issued to each. Notwithstanding the number of INSURED'S involved, the total amount payable hereunder on behalf of all INSURED'S shall not exceed the INSURERS' limit of liability stated in the Declarations.

#### 13. **Subrogation**

In the event of any payment under this policy, the INSURERS shall be subrogated to all the INSURED'S rights of recovery therefore against any person or organization and the INSURED shall execute and deliver instruments and papers and do

whatever else is necessary to secure such rights. The INSURED shall do nothing to prejudice such rights.

**14. Suspension of Permit or Provisional Administration**

If the INSURED MEMBER has its permit or licence to practice suspended by virtue of the laws governing its practice, or if a provisional administration is imposed by governmental authority, notice must be given to the INSURANCE MANAGER within a period of not more than thirty (30) days from such suspension or provisional administration.



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[www.encon.ca](http://www.encon.ca)

# Endorsement

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Endorsement No.: 0001  
Standard Form: I-2EO  
Attached to and forming part  
of Policy Number: SRD518095

## Insured Services

It is agreed that Item 8 of Part I - Definitions is amended to read as follows:

### 8. Insured Services

Those services rendered by the INSURED, while acting within the scope of the INSURED'S duties as professional planners, as defined by the Ontario Professional Planners Act and customary to that practice.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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# Endorsement

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Endorsement No.: 0002  
Standard Form: C-24EO  
Attached to and forming part  
of Policy Number: SRD518095

## Crisis Management Expenses Coverage

It is agreed that the INSURERS agree to reimburse the Named INSURED for CRISIS MANAGEMENT EXPENSES subject to a maximum of \$75,000 per policy period regardless of the number of suits, claimants or INSUREDS, such expenses being reasonably incurred by the INSURED for public relations services to mitigate any actual or potential negative publicity resulting from a CLAIM or a circumstance that could reasonably give rise to a CLAIM.

This sublimit is included in and does not increase the limit of liability as stated in the Declarations. No deductible shall apply to this coverage.

Furthermore, it is agreed that the following definition is added to Part I - Definitions of this policy:

### 16. Crisis Management Expenses

Reasonable fees, costs and expenses incurred and paid by the Named INSURED for public relations services to mitigate any actual or potential negative publicity resulting from a CLAIM or a circumstance that could reasonably give rise to a CLAIM. However, CRISIS MANAGEMENT EXPENSES does not include any internal salary or overhead expenses of the INSURED.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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# Endorsement

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Endorsement No.: 0003  
Standard Form: D-4EO  
Attached to and forming part  
of Policy Number: SRD518095

## Disciplinary Action - Legal Expenses Coverage

It is agreed that the INSURERS agree to indemnify the INSURED MEMBER for LEGAL EXPENSES subject to a maximum of one hundred thousand dollars (\$100,000) for the total of CLAIMS reported during the policy period, such expenses being reasonably incurred by the INSURED MEMBER while under investigation or when called upon to appear before a disciplinary committee formed by virtue of any provincial act or before any court called upon to adjudicate any infraction envisioned in the said act(s).

For the purpose of coverage provided by this endorsement, the following definition will apply:

### 17. Legal Expenses

All amounts payable by an INSURED to a lawyer for conferences, counselling, investigation preparation of documents and transcripts, and witness fees provided that such amounts are payable to the lawyer.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.





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# Endorsement

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Endorsement No.: 0004  
Standard Form: E-11CEO-1  
Attached to and forming part  
of Policy Number: SRD518095

## Extended Reporting Provision

If the INSURANCE MANAGER cancels this policy for reasons other than non-payment of premium or deductible or non-compliance with the terms and conditions of this policy, or upon its expiry refuse to renew this policy, the Named INSURED shall have the right within ten (10) days of the effective date of cancellation or non-renewal of this policy, upon payment of an additional premium to be determined, to an extension of the coverage granted by this policy for CLAIMS made against the INSURED during the period of one (1) year after the effective date of such cancellation or expiry, but only with respect to INSURED SERVICES rendered or alleged to have been rendered before the date of such cancellation or expiry.

If the Extended Reporting Period extension is purchased, the entire premium shall be deemed earned at its commencement without any obligation by the INSURERS to return any part thereof and it shall not in any way increase the limit of liability set forth in the Declarations. Any CLAIM that is first made and reported to the INSURANCE MANAGER during the Extended Reporting Period (if purchased) will be deemed to have been made on the last day of the policy period.

The acceptance by the INSURED of the INSURERS' offer of a new policy relieves the INSURERS of any obligation it may have had to provide Extended Reporting Period coverage under this policy.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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# Endorsement

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Endorsement No.: 0005  
Standard Form: E-13EEO  
Attached to and forming part  
of Policy Number: SRD518095

## Employment Practices Wrongful Act Liability

The purpose of this endorsement is to broaden the coverage provided by this policy.

In consideration of an additional premium of 0\$ it is agreed that, subject to a sublimit of \$100,000 per CLAIM and per policy period/annual aggregate per INSURED MEMBER, this policy shall apply to CLAIMS for EMPLOYMENT PRACTICES WRONGFUL ACTS.

This sublimit is eroded by the payment of the sums provided for in Item 2 of Part II of this policy. Furthermore, this sublimit is included in the limit of liability of the INSURERS and does not increase the limit of liability of the INSURERS.

For the purposes of coverage provided by this endorsement, the following are added to Part I - Definitions:

Solely as used in the context of this endorsement, CLAIM means a written or oral allegation of an EMPLOYMENT PRACTICES WRONGFUL ACT advanced by an EMPLOYEE of the INSURED MEMBER.

EMPLOYMENT PRACTICES WRONGFUL ACT means any actual or alleged:

1. wrongful termination of employment;
2. discrimination or harassment of any EMPLOYEE of the INSURED MEMBER;
3. wrongful deprivation of career opportunity or failure to employ or promote;
4. wrongful discipline of EMPLOYEES;
5. negligent evaluation of EMPLOYEES;
6. employment-related misrepresentation;
7. employment-related defamation;
8. retaliatory treatment against any EMPLOYEE of the INSURED MEMBER on account of such EMPLOYEE'S exercise of his/her rights under law.

EMPLOYEE means former, present or future salaried, part-time, temporary and leased employees of the INSURED MEMBER, but does not include independent

contractors. EMPLOYEE also means any applicant for employment with the INSURED MEMBER.

#### Exclusions

The following additional exclusions shall apply to coverage provided by this endorsement:

- (a) this insurance does not apply to CLAIMS arising out of or attributable to any grievance brought pursuant to a collective agreement;
- (b) this insurance does not apply to contractual damages for any actual or alleged wrongful termination of an individual employment contract, but shall apply to CLAIM expenses for any actual or alleged wrongful termination of an individual employment contract;
- (c) this insurance does not apply to CLAIMS arising out of or attributable to any actual or alleged violation of the Fair Labor Standards Act (except the Equal Pay Act) or similar provisions of any federal, provincial, territorial, state or local law or regulation governing the payment of wages (including but not limited to the payment of overtime, on-call time, rest periods and minimum wages) or the classification of EMPLOYEES for the purpose of determining EMPLOYEE'S eligibility for compensation or other benefits.

This endorsement will be subject to a deductible of \$1,000 per CLAIM per INSURED MEMBER; moreover, such deductible shall apply to investigation, adjusting and legal defence expenses.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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# Endorsement

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Endorsement No.: 0006  
Standard Form: I-6DEO  
Attached to and forming part  
of Policy Number: SRD518095

## Definition of Insured

It is agreed that Item 6 of Part I - Definitions is amended to read as follows:

### 6. Insured

- (a) All members of the SPONSORING ENTITY, as mentioned in the Declarations who presently subscribe to this insurance contract;
- (b) any present or former employee of the INSURED MEMBER while acting within the scope of their duties for the INSURED MEMBER;
- (c) each and every personal corporation of an INSURED MEMBER as defined under Item (a) above, but solely for CLAIMS arising out of an error, omission or negligent act in the rendering of INSURED SERVICES by the INSURED MEMBER as defined under Item (a) above;
- (d) all retired members who have left the profession, and who subscribed to this insurance policy.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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# Endorsement

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Endorsement No.: 0007  
Standard Form: L-5EO  
Attached to and forming part  
of Policy Number: SRD518095

Libel and Slander

It is agreed that Item 9, Libel and Slander, of Part III – Exclusions is deleted in its entirety.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.





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# Endorsement

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Endorsement No.: 0008  
Standard Form: P-2AEO  
Attached to and forming part  
of Policy Number: SRD518095

## Penal Defence Reimbursement

It is agreed that the INSURERS will reimburse the INSURED MEMBER for legal costs, charges and expenses (excluding salaries or loss of income) incurred in defending the INSURED MEMBER for offences under the Criminal Code in respect of charges laid in Canada if the defence of such allegations proves to be "fully successful" and such allegations occurred during the course of the rendering of INSURED SERVICES of the INSURED MEMBER. For the purposes of this clause, "fully successful" means the withdrawal of charges, an acquittal or the return of a "not guilty" verdict.

It is further agreed that the maximum limit of liability of the INSURERS under the present endorsement shall be one hundred and fifty thousand dollars (\$150,000) per INSURED MEMBER per policy period.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.





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# Endorsement

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Endorsement No.: 0009  
Standard Form: S-3EO  
Attached to and forming part  
of Policy Number: SRD518095

Students

It is agreed that coverage is extended to students providing INSURED SERVICES, provided direct supervision is given at all times.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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# Endorsement

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Endorsement No.: 0010  
Standard Form: S-9CEO-2  
Attached to and forming part  
of Policy Number: SRD518095

## Cyber Security and Privacy Liability Extension

It is agreed that the INSURERS shall pay, on behalf of the INSURED MEMBER, up to a maximum sublimit of liability of \$100,000 per annual aggregate, per INSURED MEMBER for all LOSS that the INSURED becomes legally obligated to pay as a result of a CLAIM for CYBER SECURITY AND PRIVACY LIABILITY, and REMEDIATION AND NOTIFICATION EXPENSES.

This sublimit is eroded by the payment of the sums provided for in Item 2 of Part II – Insuring Agreements. Furthermore, this sublimit is included in and does not increase the limit of liability as stated in the Declarations. No deductible shall apply to this coverage.

***BREACH EVENTS must initially be reported to the CYBER BREACH COACH by telephone at 844-772-9237.***

The INSURED shall also report the BREACH EVENT and all CLAIMS to the INSURANCE MANAGER as soon as practicable and prior to the date of the termination of this policy.

Solely with respect to coverage provided by this endorsement, it is agreed that:

(a) CLAIM means:

any written or oral allegations of any actual or alleged:

- (i) DATA PERSONAL INJURY;
- (ii) PRIVACY BREACH; or
- (iii) SECURITY BREACH;

received by the INSURED and resulting from an error, omission or negligent act arising out of the operations of the INSURED MEMBER.

(b) LOSS means:

- (i) DAMAGES and sums provided for in Item 2 of Part II – Insuring Agreements resulting from a CLAIM for CYBER SECURITY AND PRIVACY LIABILITY, and REMEDIATION AND NOTIFICATION EXPENSES; and
- (ii) one or more CLAIMS resulting from the same or related error, omission or negligent act arising out of the operations of the INSURED MEMBER,

regardless of the number of suits, claimants or INSUREDS. Such CLAIMS will be considered first reported within the policy period in which the earliest CLAIM was reported and subject to that single sublimit of liability.

It is further agreed that, for the purposes of coverage provided by this endorsement, the following definitions apply:

1. Breach Event(s)

A circumstance where REMEDIATION AND NOTIFICATION EXPENSES may arise.

2. Breach Notice Law

Any law or regulation that requires an organization to notify persons that their PERSONAL INFORMATION was or may have been accessed or acquired without their authorization.

3. Cyber Breach Coach

Legal counsel designated by the INSURANCE MANAGER for consultative services with respect to BREACH EVENT(S).

4. Cyber Security and Privacy Liability

Any actual or alleged:

(a) DATA PERSONAL INJURY;

(b) PRIVACY BREACH; or

(c) SECURITY BREACH;

arising out of the operations of the INSURED MEMBER.

5. Data

Representations of information or concepts in any form.

6. Data Personal Injury

PERSONAL INJURY arising out of the distribution or display of DATA, by means of an Internet website, the Internet, an intranet, an extranet or similar device or system designed or intended for electronic communication of DATA.

7. Intellectual Property

Intellectual property, including a certification mark, trademark (including collective or service mark), trade name, trade dress, trade secret or copyright, but does not include any domestic or foreign patent or patent-related rights.

8. Personal Information

Information about an individual that constitutes non-public personal information as defined in Canada by the federal Personal Information and

Electronic Documents Protection Act or any other similar protection laws of any Canadian province or foreign country.

9. Personal Injury

Injury, including consequential BODILY INJURY, arising out of one or more of the following:

- (a) oral, written or electronic publication that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services; or
- (b) oral, written or electronic publication that violates a person's right of privacy.

10. Privacy Breach

Unauthorized access, use or disclosure of PERSONAL INFORMATION that is in the care, custody or control of the INSURED MEMBER either in an electronic or physical format.

11. Remediation and Notification Expenses

CYBER BREACH COACH fees as well as reasonable and necessary expenses incurred by the INSURED MEMBER due to a SECURITY BREACH or PRIVACY BREACH for:

- (a) the use of a computer security expert to determine the existence and cause of a SECURITY BREACH or PRIVACY BREACH;
- (b) the determination of persons whose PERSONAL INFORMATION was accessed or acquired without their authorization;
- (c) advertising, public relations or other media services to mitigate any actual or potential negative publicity resulting from any SECURITY BREACH or PRIVACY BREACH;
- (d) broadcast, electronic, printed telecast or telephonic announcements, communications or notices to notify individuals whose PERSONAL INFORMATION was accessed or acquired without their authorization;
- (e) legal fees incurred to determine the applicability of and actions necessary by the INSURED MEMBER to comply with BREACH NOTICE LAW due to a PRIVACY BREACH; and
- (f) credit monitoring services for a period not exceeding twelve (12) months from the date of the SECURITY BREACH or PRIVACY BREACH.

However, REMEDIATION AND NOTIFICATION EXPENSES do not include any internal salary or overhead expenses of the INSURED nor does it include costs, money or securities paid by the INSURED to the author of a cyberextortion threat. Cyberextortion, in the context of this definition, means a demand for money or something else of value in exchange for not carrying out a threat to commit harm to computers, information systems or DATA.

It is agreed that the INSURANCE MANAGER'S consent to expenditure of such REMEDIATION AND NOTIFICATION EXPENSES must be obtained prior to being incurred.

12. Security Breach

Any failure to prevent:

- (a) unauthorized access to or use of any computer software, network or electronic information system, or the unauthorized introduction or transmission of a computer virus or similar program; or
- (b) unauthorized access to, use or disclosure of THIRD PARTY CORPORATE INFORMATION that is in the care, custody or control of the INSURED MEMBER, either in an electronic or physical format.

13. Third Party Corporate Information

Information of a third party not insured under this policy which is not available to the general public and is provided to the INSURED MEMBER subject to a mutually executed written confidentiality agreement or which the INSURED MEMBER is legally required to maintain in confidence.

However, THIRD PARTY CORPORATE INFORMATION does not include any PERSONAL INFORMATION or INTELLECTUAL PROPERTY.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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# Endorsement

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Endorsement No.: 0011  
Standard Form: BSRDTRAIL  
Attached to and forming part  
of Policy Number: SRD518095

## Loss of Earnings

It is hereby agreed that all reasonable expenses incurred by the INSURED at the request of the INSURERS or the INSURANCE MANAGER, to assist in the investigation or defence of the CLAIM or "action", including actual loss of earnings up to \$750 per day per INSURED MEMBER because of time off from work.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



## APPENDIX D

### "ASSOCIATED FIRMS" AND "UMBRELLA FIRMS"

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Name of Firm: WeirFoulds LLP

- The Named Insured under the CLLAS policies was changed from Weir & Foulds to WeirFoulds LLP effective March 1, 2001.
- The Firm merged with Davis, Webb, Schulze & Tinsley on February 1, 1988 but the merger was dissolved on February 1, 1990.
- The Firm merged with Townsend and Associates on September 30, 2013.
- The Firm has offices in Toronto and Oakville.
- The Firm has no association or partnership with any other firms.
- Coverage is also provided to the predecessor firms, namely a) Davis, Webb, Schulze & Tinsley; b) Townsend and Associates; c) Townsend Rogers; and d) Lynda J. Townsend Law Office. c) and d) are predecessor firms of Townsend and Associates.

## APPENDIX E

### PROFESSIONAL SERVICES PROVIDED RELATING TO NON-CANADIAN LAW & PROFESSIONAL SERVICES PROVIDED IN THE U.S. & OUTSIDE OF CANADA

Name of Firm: Weirfoulds LLP

#### 1. Professional Services Provided by Canadian Lawyers Relating to Non-Canadian Law

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services relating to non-Canadian law (not including those which are incidental to the practice of Canadian law). Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time Relating to Non-Canadian Law
Frank Walwyn	Toronto, On	80%
Nadia Chesia	Toronto, On	38%

#### 2. Professional Services Provided by Canadian Lawyers from a U.S. Office

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services part time in an office or branch of the Firm located in the United States. Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time in the U.S. Office

#### 3. Professional Services Provided by Offices Outside of Canada

Please provide the following information on all lawyers reported in Appendix B under the "Outside of Canada" column.

Location of Office	# of Lawyers Practise 100% Canadian Law	# of Lawyers Practise 100% Non-Canadian Law	# of Lawyers Practise both Canadian & Non-Canadian Law

#### 4. Other Insurance

For the exposures identified in Questions 1, 2 and 3 above, please provide details of specific insurance protection (e.g. coverage provided for a non-Canadian office or by a non-Canadian law society) as well as a copy of the policies.

Type of Exposure: Professional Liability (International)  
Insurance Carrier: Lloyd Partners  
Policy Number: B1353DR1802729000  
Period of Insurance: 15 July 2018 - 15 July 2019  
Retroactive Date:  
Limits: \$ 450,000.00 per claim, \$ 450,000.00 annual aggregate

Type of Exposure:  
Insurance Carrier:  
Policy Number:  
Period of Insurance:  
Retroactive Date:  
Limits: \$ per claim, \$ annual aggregate

Type of Exposure:  
Insurance Carrier:  
Policy Number:  
Period of Insurance:  
Retroactive Date:  
Limits: \$ per claim, \$ annual aggregate

Type of Exposure:  
Insurance Carrier:  
Policy Number:  
Period of Insurance:  
Retroactive Date:  
Limits: \$ per claim, \$ annual aggregate

Policy No <b>B1353DR1802729000</b>	<b>1353</b> <b>LNP</b>
<h1>Market Reform Contract</h1>	
Insured/Reinsured Weirfoulds LLP	
Period 15 July 2018 to 15 July 2019 both days at 00:01 hours. Local Standard Time at the mailing address of the Insured	
For LPSO use	
For IUA use	
For LIRMA use	

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**RISK DETAILS****Unique Market  
Reference:**

B1353DR1802729000

**Type:**

Professional Liability Insurance

**Insured:**

Weirfoulds LLP

**Insured's Address:**4100-66 Wellington Street West  
P.O. Box 35  
TD Centre  
Toronto  
Ontario M5K 1B7  
Canada**Period:**From: 15 July 2018  
To: 15 July 2019  
both days at 00:01 hours. Local Standard Time at the mailing address  
of the Insured**Interest:**Professional Liability Insurance, as more fully described in the policy  
wording attached**Sum Insured:**CAD450,000 each and every claim and in the aggregate, including  
costs, charges and expenses**Retention:**CAD 50,000 each and every claim, including costs, charges and  
expenses**Conditions:**As per policy wording and endorsements attached, including but not  
limited to:

- (1) Predecessors in Business: All predecessor firms
- (2) Excluding claims made by associated or subsidiary companies  
unless emanating from an independent third party, as attached
- (3) Excluding claims arising out of or relating to the practice of  
Canadian law, as attached. This insurance shall only respond to  
claims arising from the practice of non-Canadian law.
- (4) NMA 2852 – Contracts (Rights of Third Parties) Act 1999, as  
attached
- (5) LMA 5028 – Service of Suit Clause (Canada), as attached

*DM 27/6/18*

- (6) LMA 3100 (amended for use in Canada) – Sanction Limitation and Exclusion Clause, as attached
- (7) RJW 038 – United States of America – Conditions Clause, as attached

It is hereby understood and agreed by any and all underwriters subscribing to this insurance that any subjectivity that has been raised within a quote MRC or quote sheet or otherwise shall be treated as having no application if not included within this final placement MRC. It is incumbent on underwriters to ensure inclusion within the provisions of the final placement MRC any subjectivity which they wish to apply to the cover.

**Notices:**

LSW1542F - Lloyd's Underwriters' Policyholders' Complaint Protocol, as attached.

LSW1543C - Notice Concerning Personal Information, as attached.

LSW1565C - Code of Consumer Rights and Responsibilities, as attached.

**Choice of Law and  
Jurisdiction:**

This insurance will be governed by and interpreted pursuant to the laws of the Province of Ontario and the laws of Canada applicable therein, and any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of the Province of Ontario

**Premium:**

CAD 29,000

**Payment Terms:**

As per Premium Payment Clause (LSW 3001 amended) attached – 60 days

**Taxes Payable by  
Insured and  
administered by  
Insurers:**

None

**Recording, Transmitting  
& Storing Information:**

Where Lloyd & Partners maintains risk and claim data / information / documents Lloyd & Partners may hold data / information / documents electronically

*Handwritten signature and date: 25/6/18*



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**Insurer Contract  
Documentation:**

This document details the contractual terms between the contracting parties, and constitutes the contractual document.

LMA5180 – Intention for AIF to Bind Clause, as attached.

This Contract has been arranged by Lloyd & Partners (a trading name of JLT Specialty Limited).

**Notice of  
Cancellation:**

Where (Re)insurers have the right to give notice of cancellation in accordance with the provisions of the Contract, then:

- To the extent provided by the Contract, the Contract Leader is authorised to issue such notice on behalf of all participating Insurers; and (optionally)
- Any (Re)insurer may issue such notice in respect of its own participation

*DM 25/6/18*

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**PREMIUM PAYMENT CLAUSE**

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

30/09/08  
LSW3001 (amended)

*BNJ 25/10/18*

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## INFORMATION

Information made available to and seen by all subscribing Insurers hereon includes the following:

Signed and dated application form – 30 May, 2018

*DN 25/6/18*

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**SECURITY DETAILS****(Re)insurer's Liability:****(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

**Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

*DM 25/6/18*

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should read as a reference to contracts in the plural.

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**Order Hereon:** 100% of 100%

**Basis of Written Lines:** Percentage of Whole

**Signing Provisions:** In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the Insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the Insured and all Insurers whose lines are to be varied. The variation to the contracts will take effect only when all such Insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

**Written Lines:** In a co-insurance placement the following (re)insurers may, but are not obliged to, follow the premium charged by the Contract Leader.

Insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

*25/6/18*

## SECURITY DETAILS

100%

**Pembroke** *↓* PEM 4000

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A.C.G. MACKAY & OTHERS

*AJ* *SIF*

*pen 25/6/18*



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## FISCAL & REGULATORY

**Taxes Payable by Insurer(s):** 3% Ontario Provincial Premium Tax on 100% of Premium

**Country of Origin:** Canada

**Overseas Broker:** Pro-Form Sinclair Professional -  
A Hub International Ontario Limited Company  
675 Cochrane Drive  
Suite 200  
East Tower  
Markham  
Ontario L3R 0B8  
Canada

**Allocation of Premium to Coding:** 100% - E3

**Regulatory Client Classification:** Commercial

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This Insurance contains a clause which may limit the amount payable.

SCHEDULE

**Item 1    POLICY NUMBER**

DR1802729

**Item 2    FIRM**

Weirfoulds LLP

**Item 3    PREDECESSORS IN BUSINESS**

All predecessor firms

**Item 4    ADDRESS OF THE FIRM**

4100-66 Wellington Street West  
P.O. Box 35  
TD Centre  
Toronto  
Ontario M5K 1B7  
Canada

**Item 5    PERIOD OF INSURANCE**

From: 15 July, 2018  
To: 15 July, 2019  
both days at 00:01 a.m. Local Standard Time at the mailing address of the Insured

**Item 6    EXPIRY DATE**

15 July, 2019

**Item 7    PREMIUM**

CAD29,000

**Item 8    SUM INSURED**

CAD450,000      each and every claim and in the aggregate,  
including costs, charges and expenses

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**Item 9     RETENTION**

CAD 50,000                      each and every claim, including costs charges and expenses

**Item 10    DATE OF PROPOSAL**

30 May, 2018

**Item 11    INSURER**

Lloyd's Syndicate 4000

*pm 25/6/18*

THIS POLICY SUBJECT TO ITS TERMS, CONDITIONS, EXCLUSIONS AND LIMITATIONS IS APPLICABLE ONLY TO CLAIMS MADE AGAINST INSUREDS AS DESCRIBED HEREIN DURING THE PERIOD OF INSURANCE OF THE SAID POLICY.

### PROFESSIONAL LIABILITY POLICY

Whereas the FIRM (as defined in Clause II (1)) hereof has made to Us who have hereunto subscribed our names as Insurer a written proposal bearing the date stated in the Schedule and containing particulars and statements which it is hereby agreed are the basis of this contract and are to be considered as incorporated herein and have paid or have agreed to pay the sum stated in the said Schedule as consideration to Us:

#### I. COVERAGE:

The Insurer agrees to pay on behalf of the INSURED those sums that the INSURED becomes legally obligated to pay as the result of any claim made against the INSURED during the PERIOD OF INSURANCE by reason of any ACT (as hereinafter defined) whenever or wherever the same was or may have been committed or alleged to have been committed.

- A. By the INSURED or any other person or entity in or about the conduct of any business conducted by or on behalf of the FIRM in the FIRM'S professional capacity as Attorneys, Barristers, Solicitors, Counsellors at Law or Notaries, or however designated.
- B. By any INSURED acting in his/her professional capacity as Attorney, Barrister, Solicitor, Counsellor at Law or Notary or however designated (whether or not in the name of the FIRM) provided always that a portion of the fee for legal services (if a fee is charged) accruing from such work shall inure to the benefit of the FIRM. In extension and not in limitation of the foregoing, such work shall be deemed to include work as administrator, executor, trustee, guardian, arbitrator, committee for incompetent, agent to title insurance company and/or designated issuing attorney to title insurance company or other fiduciary, or similar agent or advisor provided always that in cases where no portion of the fee for legal services associated with such work inures to the benefit of the FIRM, a portion of the fee for non legal services (if a fee is charged) associated with such work shall inure to the benefit of the FIRM.

#### II. DEFINITIONS:

- 1. The term "the FIRM" shall mean the persons carrying on business under the name as stated in Item 2 of the Schedule herein and shall also include their predecessors in business as stated in Item 3 of the Schedule.
- 2. The term "INSURED" shall mean each of the following:
  - (a) The FIRM
  - (b) The partners of the FIRM and any other person or persons who may at any time and from time to time be a partner in the FIRM;

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- (c) Partners no longer in the FIRM and/or the estates of deceased partners who were partners in the FIRM at the time of the ACT;
  - (d) The FIRM'S EMPLOYEES as hereinafter defined (and/or estates of deceased EMPLOYEES) or former EMPLOYEES (and/or estates of deceased former EMPLOYEES), but only in respect of any ACT committed in the course of their employment by the FIRM in the conduct of the FIRM'S business, or as provided in Insurance Clause I (B);
  - (e) Persons designated "counsel" (and/or estates of deceased counsel) to the FIRM but only in their capacities as such, or as provided in Insuring Clause I (B);
  - (f) Former partners and EMPLOYEES in respect of services performed on behalf of the FIRM subsequent to retirement or other withdrawal from the FIRM.
- 3. The term "ACT" shall mean any act, error, or omission whether of acts, facts, law or otherwise or breach of contract or duty or libel or slander or any allegation thereof.
  - 4. The term "EXCLUDED ACT" shall mean any ACT committed by an individual INSURED for the consequences of which coverage does not extend to that INSURED under the terms, conditions, limitations and exclusions of this policy.
  - 5. The term "EMPLOYEE" shall include any person whom the FIRM wishes to be regarded as an employee for the purpose of this Policy, even if such person is not actually an employee.

### III. EXCLUSIONS:

This Policy excludes:

- 1. Any claim or circumstances in respect of which the INSURED, before the commencement of this Policy, have given written notice to the insurers on any other policy in force previous hereto;
- 2. Any claim other than those excluded by EXCLUSION 1 above, for which the INSUREDS are entitled to collect hereunder which is insured by any other policy or policies, except in respect of any excess beyond the amount or amounts of payments under such other policy or policies;
- 3. Any claim arising out of any INSURED acting in his/her capacity as director and/or officer;
- 4. Any claim alleging the fraud or dishonesty of any INSURED if a final judgment or other final adjudication thereof shall establish that active and deliberate fraud or dishonesty was committed by such INSURED with actual fraudulent or dishonest purpose and intent, and was material to the claim made. However, nothing contained in the foregoing shall exclude coverage to the FIRM, or to any other INSURED who was not so adjudged to have committed such EXCLUDED ACT as described above;

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5. Any claim for bodily injury to, or sickness, disease or death of any person, or injury to or destruction of any tangible property, arising out of ACTS of the INSUREDS.
6.
  - i. Any claim for fines, penalties, punitive or exemplary damages, imposed by a judgment or any other final adjudication. However, this exclusion shall not apply to costs, charges and expenses incurred in the defence of any claim otherwise covered by this Policy which also demands such fines, penalties, punitive or exemplary damages;
  - ii. Any award of treble or other multiple damages pursuant to any statute or law, except that the compensatory amount of such award, prior to being multiplied, shall be deemed covered if the ACTS giving rise to claim upon which such compensatory award is based are otherwise covered by this Policy. However, this exclusion shall not apply to costs, charges and expenses incurred in the defence of any claim otherwise covered by this policy solely by reason of the fact such claim demands treble or other multiple damages.
7. Any liability arising out of professional services rendered or which should have been rendered:
  - (a) in whole or in part by, in the name of or on behalf of an Association or
  - (b) in whole or in part by one or more of the member law firms of an Association other than the Insured

For the purposes of this Exclusion, an Association shall mean:

- (i) any association whose name or business style is held out to the public
- (ii) any international partnership, and
- (iii) any joint partnership

constituted by the Insured with one or more other law firms which are not insured under the policy for the purposes of rendering professional services, marketing professional services, client referrals and/or staff development and education.

8. NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT  
(BROAD)-CANADA

(For use with all Public Liability Policies except Personal, Farmers' and Storekeepers')

It is agreed that this Policy does not apply:

- (a) to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor

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- (b) to bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
  - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
  - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
  - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this policy:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, or law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
3. The term "nuclear facility" means:
  - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
  - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilising spent fuel, or (iii) handling, processing or packaging waste;

*pm 25/6/8*

(c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

4. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
5. With respect to property, loss of use of such property shall be deemed to be property damage.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

01/4/96  
NMA 1978a

## 9 WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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NMA 2918

#### IV. CONDITIONS:

1. Limits:

The limit of liability of the Insurer shall not exceed the sum stated in the Schedule (herein referred to as the SUM INSURED) for all claims made against all INSUREDS during each period of insurance, including costs, charges and expenses incurred in connection with any claim, subject to the terms, conditions, exclusions and limitations of this Policy.

All claims arising out of the same ACT or related ACTS covered hereunder shall be considered a single claim.

2. Retention:

In respect of any claims covered hereunder, this Policy is only to pay the excess of the RETENTION stated in Item 9 of the Schedule, in respect of each and every claim including costs, charges and expenses. It is understood and agreed that if the INSUREDS are required by law or regulation to purchase separate insurance under a Compulsory Bar Program, this Policy, subject to its terms, conditions and limitations, shall pay excess of either:

1. The RETENTION stated in the Schedule

Or

2. The amounts of any recoveries under such separate insurance and/or any other applicable Law Society Program purchased either on a mandatory basis or at the Insured's discretion.

WHICHEVER IS GREATER

The amount of any recoveries under such separate insurance shall apply as though borne by the INSUREDS.

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3. Cancellation Clause and Extended Reporting Period:

This policy is non-cancelable during the Period of Insurance as stated in the Schedule except:

1. By mutual consent.
2. By the Insurer if:
  - (a) The Canadian Lawyers Liability Assurance Society (CLLAS) is dissolved; or
  - (b) The Insured Firm is dissolved or merges with a firm outside of the CLLAS program and discontinues the CLLAS underlying protection; or
  - (c) The INSURED has failed to pay a premium when due or has failed, after demand, to reimburse the Insurer such amounts as the Insurer had paid in settlement or satisfaction of claims or judgment in excess of the applicable limit of the Insurers' liability.

In the event of the above, this Policy may be cancelled by the Insurer by mailing a written notice of cancellation to the FIRM at the address shown in this Policy stating when not less than 30 (thirty) days thereafter such cancellation shall be effective. The mailing of notices as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance. Delivery of such written notice by the Insurer shall be equivalent to mailing.

3. If the Insurer cancels, the computed pro rata cancellation of the annual premium will be charged to the INSURED. If the Insurer shall refuse to renew this Policy, the INSURED shall have the right, in consideration of an additional premium equal to 150% of the annual premium for this policy to any extension of the cover granted by this Policy to apply, subject to its terms, conditions, exclusions and limitations, to Claims first made against the INSURED during the period of 12 calendar months after the expiry date but only when such Claim arises out of Professional Services rendered prior to the expiry date. To exercise this right the INSURED must give notice in writing (together with payment of the additional premium) not later than 30 days after the expiry date. In the event of failure by the INSURED to give such notice, the INSURED shall not at a later date be entitled to give such notice. The mailing of notice by the INSURED by registered mail to the Insurer shall be sufficient proof of notice. For the purpose of establishing the Limit of Liability under this extended reporting period, the period of 12 months referred to herein shall not in any way increase the Sum Insured of this Policy as stated in Item 8 of the Declarations, which limit shall apply to the Last Period of Insurance and the extended reporting period taken together.

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4. Partnership Dissolution Extension:

In the event of the dissolution of the FIRM hereunder during the Policy Period, the Insurer hereby agrees in consideration of the payment of an additional premium of 150% of the last annual premium paid for this Policy, to extend coverage granted by this Policy, subject to its terms, conditions, exclusions and limitations to any Claim first made against the FIRM during the period of 12 calendar months after the date of dissolution but only when such Claim arises out of Professional Services rendered prior to the date of dissolution. This right is conditional upon the FIRM giving notice in writing not later than 30 days after such date of dissolution (together with payment of the additional premium).

In the event of failure by the FIRM to give such notice prior to such date, the FIRM shall not at a later date be entitled to invoke this extension. The mailing by the FIRM by registered mail of notice to the Insurer shall be sufficient proof of notice. For the purposes of establishing the Insurer's Limit of Liability under this extended reporting period, the period of 12 months referred to herein shall not in any way increase the Limit of Liability of this Policy, which limit shall apply to the last applicable Period of Insurance and the extended reporting period taken together.

5. Arbitration:

In the event of any dispute between the INSURED and the Insurer respecting any matter arising from or in relation to this Policy, such dispute shall be referred to arbitration before a single arbitrator as mutually agreed upon by the INSURED and the Insurer. The INSURED and the Insurer further agree that the procedure to be followed in every arbitration under this condition shall be set and determined with the arbitrator appointed by the INSURED and the Insurer in accordance with the *Arbitration Act, 1991* (Ontario).

6. Claims Procedures:

- A. The INSURED, as a condition precedent to their right to indemnity under this Policy, shall give the Insurer written notice of any claim made against any INSURED as soon as practicable, but in no event later than the end of the Period of Insurance.
- B. If during the Period of Insurance, the INSURED becomes aware of a specific act, error or omission which is reasonably expected to be likely to give rise to a claim and the INSURED seek indemnity for such claim, then, as a condition precedent to their right to indemnity under this Policy, the INSURED must during the Period of Insurance give written notice to the Insurer of:
  - 1. the specific act, error or omission of the relevant INSURED;
  - 2. the reasons for anticipating the likelihood of a claim;
  - 3. the identity of the potential claimant;
  - 4. the amount of actual or potential damages; and

Done 25/6/18

5. how and when the INSURED first became aware of such specific act, error or omission.

If such details are provided in full then any claim subsequently made against the INSURED arising out of such specific act, error or omission, shall be deemed to have been made at the time such notice was received by the Insurer.

- C. The INSURED shall give notice under this clause to the Insurer (via the INSURED'S broker or other agent only) at the address specified in the Schedule. Notice shall be deemed reported on the date and at the time of receipt by the Insurer.
- D. The INSURED, as a condition precedent to their right to indemnity under this Policy, shall, at their own cost, co-operate with the Insurer and provide such assistance and information as the Insurer may reasonably request.
- E. The INSURED shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the INSURED because of acts, errors or omissions with respect to which insurance is afforded under this Policy; and the INSURED shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

7. Costs:

Insurers agree that they will pay costs, charges and expenses incurred in connection with the defense of any claims covered hereunder, subject to the following conditions:

- i. If the claim made against the INSUREDS is disposed of without payments, Insurers will pay all costs, charges and expenses in excess of the RETENTION but not exceeding the SUM INSURED;
- ii. The cost of any appeal, attachment or similar bonds required to be furnished in connection with the contest of any claims covered hereunder is included in the term "costs, charges and expenses", and the INSUREDS shall not be required to give security for such bonds.

8. Other Conditions:

- a. If the INSUREDS shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.
- b. Payments by the Insurer, if any, shall be made in Canadian Dollars.

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PDU

9. Subrogation:

Any individual INSURED who commits an EXCLUDED ACT shall cease to be an INSURED under this Policy for all purposes relating to the loss caused or alleged to have been caused thereby, and Insurers shall be entitled to have and to exercise all rights of subrogation against such individual as a third party. In the event that such individual is nonetheless deemed by law to remain an INSURED for these purposes, then coverage shall only extend under this policy in respect of the loss caused by the EXCLUDED ACT to the extent that such loss exceeds the value of the individual INSURED'S assets in the FIRM.

pen 25/6/18



ATTACHING TO AND FORMING PART OF POLICY NUMBER: DR1802729

ISSUED TO: WEIRFOULDS LLP

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**ENDORSEMENT NUMBER: ONE**

**ADDITIONAL EXCLUSIONS**

Clause III. EXCLUSIONS is hereby amended by the addition of the following:

10. Any claim made by an associated or subsidiary company of the FIRM, unless such claim emanates from an independent third party;
11. Any claim arising out of or relating to the practice of Canadian law. This insurance shall only respond to claims arising from the practice of non-Canadian law.

*pen 15/6/18*

ATTACHING TO AND FORMING PART OF POLICY NUMBER: DR1802729

ISSUED TO: WEIRFOULDS LLP

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**ENDORSEMENT NUMBER: TWO**

**CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION  
CLAUSE**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act

30/03/00  
NMA 2852

*DM* 15/6/18

ATTACHING TO AND FORMING PART OF POLICY NUMBER: DR1802729

ISSUED TO: WEIRFOULDS LLP

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**ENDORSEMENT NUMBER: THREE**

**SERVICE OF SUIT CLAUSE (CANADA)**  
**(Action against Insurer)**

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 1540, Montreal, Quebec, H3B 2V6.

**LMA5028**

**10/08/06**

Form approved by Lloyd's Market Association

*pon 25/0/08*

ATTACHING TO AND FORMING PART OF POLICY NUMBER: DR1802729

ISSUED TO: WEIRFOULDS LLP

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**ENDORSEMENT NUMBER: FOUR**

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. This clause will be effective except where it contravenes Canadian laws.

LMA3100 (amended)

pen<sup>25</sup>/6/18

ATTACHING TO AND FORMING PART OF POLICY NUMBER: DR1802729

ISSUED TO: WEIRFOULDS LLP

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**ENDORSEMENT NUMBER: FIVE**

**UNITED STATES OF AMERICA - CONDITIONS CLAUSE**

Any claim made or legal proceedings made within the United States of America and/or territories which come under the jurisdiction of the United States of America including the enforcement by courts of any other country of any judgement originally obtained in any court of the United States of America and/or territories which come under the jurisdiction of the United States of America shall be subject to the following conditions and exclusions:-

**Conditions**

- (i) The maximum amount payable in respect of all claims made under this policy shall not exceed in the aggregate the sum insured specified in the schedule.
- (ii) Any costs and expenses incurred during the investigation, defence and settlements shall be included with the annual aggregate limit and deductible as specified in the schedule.

**Exclusions**

This Policy shall not apply to:-

- (i) any punitive and/or exemplary damages awarded against the Insured
- (ii) Claims based upon the Employment Retirement Income Security Act of 1974 and any amendment thereto or any rules or regulations promulgated thereunder.
- (iii) Claims arising out of any actual or alleged violations of the Racketeer influenced and Corrupt Organisations Act 18 USC Sections 1961 et seq and any amendments thereto, or any rules and regulations promulgated hereunder.
- (iv) Claims arising out of actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act 1934 or any similar Federal or State law or any common law relating thereto.
- (v) Claims arising out of seepage, pollution and/or contamination howsoever caused.

RJW 038 (amended)

*PCW 25/4/10*

ATTACHING TO AND FORMING PART OF POLICY NUMBER: DR1802729

ISSUED TO: WEIRFOULDS LLP

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**ENDORSEMENT NUMBER: SIX**

**CHOICE OF LAW AND JURISDICTION**

This insurance will be governed by and interpreted pursuant to the laws of the Province of Ontario and the laws of Canada applicable therein, and any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of the Province of Ontario.

*DMY 25/6/18*

ATTACHING TO AND FORMING PART OF POLICY NUMBER: DR1802729

ISSUED TO: WEIRFOULDS LLP

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**ENDORSEMENT NUMBER: SEVEN**

**PREMIUM PAYMENT CLAUSE**

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

30/09/08

LSW3001 (amended)

*RM 25/6/18*



ATTACHING TO AND FORMING PART OF POLICY NUMBER: DR1802729

ISSUED TO: WEIRFOULDS LLP

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**ENDORSEMENT NUMBER: EIGHT**

**(RE)INSURERS LIABILITY CLAUSE**

**(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

**Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

*PCW 25/6/16*

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07  
LMA3333

pen 25/6/18

**LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL**

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

**Lloyd's Underwriters**

Attention: Complaints Officer:

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937 - Fax: (514) 861-0470

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

**General Insurance OmbudService (GIO):** assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec clients:**

**Autorité des marchés financiers (AMF):** The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

**Financial Consumer Agency of Canada (FCAC)** provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

*pen 5/10/18*

## NOTICE CONCERNING PERSONAL INFORMATION

### How we use your information

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information.

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

### What personal information we collect about you

We collect, process and store the following personal information about you:

- Name
- Address including postal code and country
- Policy number
- Claim number
- Credit card details
- Bank account details

We also collect information about you when you visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online Privacy & Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>.

We will not use your personal information for marketing purposes and we will not sell your personal information to other parties.

### Who we disclose your information to

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataires, and to certain non-related or unaffiliated organisations or companies, including service providers. These entities may be located outside Canada therefore a customer's information may be processed in a foreign jurisdiction (the United Kingdom and the European Union) and their information may be accessible to law enforcement and national security authorities of that jurisdiction.

### Disclosure without consent

The following are reasonable grounds to permit the disclosure of personal information without the knowledge or consent of a customer:

*25/6/10*  
*[Signature]*

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next to kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction
- Witness statement necessary to assess, process or settle insurance claims
- Information produced in the course of employment and the disclosure is consistent with the purpose it was produced for

**How to access your information and/or contact us**

To access and request correction or deletion of your information, or to obtain written information about Lloyd's policies and practices in respect of service providers located outside Canada, please contact the Ombudsman at [info@lloyds.ca](mailto:info@lloyds.ca). The Ombudsman will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such Lloyd's service providers.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on: 514 861 8361, 1 877 455 6937, or through [info@lloyds.ca](mailto:info@lloyds.ca).

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*pen 25/10/18*

## CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

### **Right to Be Informed**

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

### **Responsibility to Ask Questions and Share Information**

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

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### **Right to Complaint Resolution**

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

### **Responsibility to Resolve Disputes**

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

### **Right to Professional Service**

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

### **Right to Privacy**

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

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*POW 25/6/10*



### INTENTION FOR AIF TO BIND CLAUSE

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

- a) This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;
- b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;
- c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

LMA5180

*per 5/10/18*

APPENDIX F

SCHEDULE OF CLAIMS AND NOTICES AS OF DECEMBER 31, 2019

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Name of Firm: Weirfoulds LLP

Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Claim Disposition Abbr	Law Society					CLAS				
							LS Indemnity Paid	LS Legal Paid	LS Indemnity Reserve	LS Legal Reserve	LS Incurred Liability	CLAS Indemnity Paid	CLAS Legal Paid	CLAS Indemnity Reserve	CLAS Legal Reserve	CLAS Incurred Liability
CLAS1988-008	JAN MATECEK	JOSEPH TOTHFALUSE	01-Jul-1987	01-Mar-1986	05-Apr-1990		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1988-009	RICHARD R. WOZENILEK	KATHY IMPIE	01-Jul-1987	01-Jan-1980	01-Dec-1987		\$ 2,320	\$ 2,464	\$ -	\$ -	\$ 4,784	\$ -	\$ -	\$ -	\$ -	
CLAS1988-015	PAUL M. PERELL	KEHOE GROUP	01-Dec-1987	01-Jun-1980	01-Apr-1988	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1988-048	JOHN D MCKELLAR	BARTOR HOLDINGS	01-Jun-1988	01-Mar-1988	01-Mar-1989	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1989-004	LES A. VANDOR	J & L SARTO	27-Jul-1988	01-Nov-1987	09-Jan-1990		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1989-016	G.R. Baker	SPIRA/GOLDEN SEVILLE	01-Feb-1989	01-Jan-1987	01-Aug-1992	NCP	\$ -	\$ 1,053	\$ -	\$ -	\$ 1,053	\$ -	\$ -	\$ -	\$ -	
CLAS1989-024	LYNDA C. TANAKA	RADOM TRUST	01-Jan-1989	01-Nov-1988	09-Apr-1990		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1989-031	W.A.D. MILLAR	MARY LIPTON	01-Apr-1989	01-Nov-1988	01-Sep-1989	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1989-044	RICHARD R. WOZENILEK	VULCAN PACKAGING	01-May-1989	01-Dec-1987	01-Dec-1992		\$ 65,000	\$ 41,165	\$ -	\$ -	\$ 106,165	\$ -	\$ -	\$ -	\$ -	
CLAS1989-056	LOUISE POULIN	N Y WOMEN'S SHELTER	01-Jun-1989	01-Jun-1989	01-Nov-1989	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1989-082	ROBERT B. WARREN	TRENTWAY - WAGER INC.	01-Jun-1989	01-Jun-1989	01-Sep-1989	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1989-083	ELIZABETH MITCHELL	WAYNE R. MACINNES	01-Jun-1989	01-Oct-1988	01-Oct-1990	NCP	\$ -	\$ 1,097	\$ -	\$ -	\$ 1,097	\$ -	\$ -	\$ -	\$ -	
CLAS1989-084	MILES O'REILLY	ALDO LORENZETTI	01-Jun-1989	01-Jun-1988	31-Dec-1993		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1989-085	CHERYL L. MILNE	THEMER DEV.	01-Jun-1989	01-Sep-1988	17-Mar-1994	NCP	\$ -	\$ 2,671	\$ -	\$ -	\$ 2,671	\$ -	\$ -	\$ -	\$ -	
CLAS1989-086	STEVEN K. D'ARCY	BRUCE STRONGMAN	01-Jun-1989	01-Jun-1989	01-Oct-1989	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1990-005	LISA A. BORSOOK	JEFFREY LIPSON	01-Jul-1989	01-Jun-1989	01-Jan-1991	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1990-019	Les J. O'Connor	STEVENSON EQUIPMENT LTD	01-Dec-1989	01-Nov-1989	30-Jun-1993	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1990-021	RONALD K. WEBB	567164 ONTARIO LTD	01-Nov-1989	01-Oct-1989	01-Oct-1991		\$ -	\$ 22,850	\$ -	\$ -	\$ 22,850	\$ -	\$ -	\$ -	\$ -	
CLAS1990-022	J. WILKINSON	ERESCO CONTRACTING LTD	01-Dec-1989	01-Dec-1989	01-Dec-1990	NCP	\$ -	\$ 804	\$ -	\$ -	\$ 804	\$ -	\$ -	\$ -	\$ -	
CLAS1990-023	A. CLUTE	B. & E. SULLIVAN	01-Dec-1989	01-Jul-1989	15-May-1990	NCP	\$ -	\$ 479	\$ -	\$ -	\$ 479	\$ -	\$ -	\$ -	\$ -	
CLAS1990-024	GORDON R. BAKER	COASTER HOLDING&FINANCE	01-Dec-1989	01-Sep-1989	15-Apr-1989	NCP	\$ -	\$ 910	\$ -	\$ -	\$ 910	\$ -	\$ -	\$ -	\$ -	
CLAS1990-035	John P. Hamilton	BUGLE CONSTRUCTION COMPANY LIMITED	06-Feb-1990	15-Jan-1989	01-May-1991	NCP	\$ -	\$ 2,274	\$ -	\$ -	\$ 2,274	\$ -	\$ -	\$ -	\$ -	
CLAS1990-054	RICHARD R. WOZENILEK	T.L.C PROPERTIES INCORPORATED	01-Apr-1990	15-Jun-1989	01-Jan-1991	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1990-056	PETER M. DAIGLE	STEPHEN SURA (CANADA) LIMITED	15-May-1990	15-Feb-1990	01-Sep-1990	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1990-057	R.S. Sleightholm	HARRY De GORTER	15-Apr-1990	15-Jan-1989	01-Feb-1991	NCP	\$ -	\$ 375	\$ -	\$ -	\$ 375	\$ -	\$ -	\$ -	\$ -	
CLAS1990-058	R.S. Sleightholm	MR. RAYMOND	15-May-1990	15-Jan-1989	03-Apr-1992	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1990-062	ANGELA K. SHAFFER	ROYAL TRUST CORPORATION OF CANADA	15-May-1990	15-Mar-1990	01-Apr-1991	NCP	\$ -	\$ 214	\$ -	\$ -	\$ 214	\$ -	\$ -	\$ -	\$ -	
CLAS1990-073	TIMOTHY I.G. HYDE	THE WOODMAN GROUP INC. (CORTESE ASSOCIATES)	15-Apr-1990	01-Jan-1989	28-Sep-1992	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Claim Disposition Abbr	Law Society						CLAS				
							LS Indemnity Paid	LS Legal Paid	LS Indemnity Reserve	LS Legal Reserve	LS Incurred Liability	CLAS Indemnity Paid	CLAS Legal Paid	CLAS Indemnity Reserve	CLAS Legal Reserve	CLAS Incurred Liability	
CLAS1990-074	TIMOTHY I.G. HYDE	THE WOODMAN GROUP INC. (CORTESE COVENANT)	15-Apr-1990	15-Sep-1988	15-Apr-1991	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS1990-075	J.GREGORY RICHARDS	CASIMIRO ANGELO MAIOCCO	15-Apr-1990	01-Jul-1989	01-Aug-1990	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS1990-092	MALCOLM S. ARCHIBALD	CHRISTIAN BROWN	25-Jun-1990	01-Mar-1989	01-Apr-1991		\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -		
CLAS1991-003	GORDON R. BAKER	SEATECH/GOLIATH INVESTORS	31-Jul-1990	31-Dec-1986	29-Oct-2002	NCP	\$ -	\$ 41,751	\$ -	\$ -	\$ 41,751	\$ -	\$ -	\$ -	\$ -		
CLAS1991-014	John P. Hamilton	ROWNTREE BEACH ASSOCIATION	30-Sep-1990	30-Jun-1978	09-May-1994	NCP	\$ -	\$ 28,705	\$ -	\$ -	\$ 28,705	\$ -	\$ -	\$ -	\$ -		
CLAS1991-024	N.W.C. ROSS	KENNETH HAGGERTY	01-Oct-1990	01-Nov-1988	01-Sep-1992		\$ -	\$ 71,806	\$ -	\$ -	\$ 71,806	\$ -	\$ -	\$ -	\$ -		
CLAS1991-026	ALAN G. BELAICHE	ISSIE WEINBERG	01-Sep-1990	01-Nov-1989	01-Mar-1991	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS1991-027	GLENN ACKERLEY	TODDGLEN CONSTRUCTION LIMITED	01-Oct-1990	01-Aug-1990	01-Mar-1993		\$ -	\$ 36,642	\$ -	\$ -	\$ 36,642	\$ -	\$ -	\$ -	\$ -		
CLAS1991-044	R.S. Sleightholm	DOUGLAS McLEOD	01-Dec-1990	01-Oct-1988	01-Mar-1992	NCP	\$ -	\$ 1,682	\$ -	\$ -	\$ 1,682	\$ -	\$ -	\$ -	\$ -		
CLAS1991-056	GLENN ACKERLEY	TODDGLEN CONSTRUCTION LIMITED	01-Oct-1990	01-Aug-1990	01-Mar-1993	NCP	\$ -	\$ 380	\$ -	\$ -	\$ 380	\$ -	\$ -	\$ -	\$ -		
CLAS1991-080	Gordon Baker	HAROLD AND INGRID THEIMER ET AL	01-Mar-1991	01-Jan-1987	01-Feb-1992	NCP	\$ -	\$ 2,443	\$ -	\$ -	\$ 2,443	\$ -	\$ -	\$ -	\$ -		
CLAS1991-082	LISA A. BORSOOK	RENO REALTY HOLDINGS LIMITED	01-Mar-1991	01-Mar-1990	01-Jan-1992	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS1991-087	Kenneth Prehogan	ASPECTX INDUSTRIES INC.	11-Apr-1991	17-Aug-1990	10-Jan-1992	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS1991-088	TOM WILSON	RESTIC INVESTMENTS LIMITED(F.H.S. INVESTMENTS LTD)	09-May-1991	01-Jan-1990	01-Jul-1991	NCP	\$ -	\$ 428	\$ -	\$ -	\$ 428	\$ -	\$ -	\$ -	\$ -		
CLAS1991-114	Les J. O'Connor	E.G.M. CAPE AND COMPANY	14-May-1991	01-Jan-1991	01-Jun-1992	NCP	\$ -	\$ 450	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -		
CLAS1991-129	MALCOLM ARCHIBALD	BEVERLEY GORDON - GORDON ESTATE	28-Jun-1991	01-Jun-1990	01-Dec-1991	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS1991-130	Bryan Finlay	R.K. HESS - ESTATE OF PHYLUS HESS	10-Oct-1990	01-Aug-1987	24-Jun-1992	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS1991-131	Lynda Tanaka	CITY OF MISSISSAUGA/ INSURED ALSO CYDNEY ISRAEL	21-Jun-1991	03-Jun-1991	01-Nov-1991	NCP	\$ -	\$ 671	\$ -	\$ -	\$ 671	\$ -	\$ -	\$ -	\$ -		
CLAS1992-001	Albert G. Formosa	RONALD AND LESLIE OWTRIM	18-Jul-1991	19-Mar-1991	24-Aug-1993	CPF	\$ 11,653	\$ -	\$ -	\$ -	\$ 11,653	\$ -	\$ -	\$ -	\$ -		
CLAS1992-011	LISA A. BORSOOK	PENSIONFUND REALTY LIMITED	30-Sep-1991	31-Jul-1984	30-Jun-1994		\$ -	\$ 4,431	\$ -	\$ -	\$ 4,431	\$ -	\$ -	\$ -	\$ -		
CLAS1992-040	WAYNE ROSENMAN	ERIC JOHNSON/PROVENDER CORP.	25-Oct-1991		06-Nov-1991	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS1992-058	T.B.A. T.B.A.	TRITEN CORPORATION	01-Dec-1991	01-Sep-1990	01-Jun-1992	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS1992-063	DAVID S. BROWN	TRENTWAY WAGAR	02-Aug-1991	01-Jul-1990	01-Dec-1991	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS1992-064	ELIZABETH MITCHELL	EL GATO INCORPORATED (Mardie MacDonald)	01-Dec-1991	01-Apr-1990	30-Jun-1994	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS1992-065	Tom Tithecott	UNIROYAL GOODRICH CANADA INC./PROVINCIAL TIRE LTD.	13-Dec-1991	01-Jan-1989	30-Jun-1993	NCP	\$ -	\$ 3,244	\$ -	\$ -	\$ 3,244	\$ -	\$ -	\$ -	\$ -		
CLAS1992-072	G.H. RUST-D'EYE	CHILDREN'S AID SOCIETY OF THE REGION OF PEEL	01-Dec-1991	13-Dec-1991	11-Mar-1994	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS1992-075	WENDY KADY	BOYD NEIL	01-Feb-1992	01-Aug-1991	01-Jun-1992	NCP	\$ -	\$ 590	\$ -	\$ -	\$ 590	\$ -	\$ -	\$ -	\$ -		
CLAS1992-076	Jill Dougherty	IVO ANZLOVIC	07-Feb-1992	01-Jan-1992	20-Sep-1993	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS1992-096	GARY FREEDMAN	BILL GROBANOPOULOUS	24-Feb-1992	24-Jan-1992	31-Dec-1992	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS1992-097	GARY M. CAPLAN	THE COMPLEX CORPORATION	01-Oct-1991	23-Sep-1991	01-Dec-1992		\$ -	\$ 1,348	\$ -	\$ -	\$ 1,348	\$ -	\$ -	\$ -	\$ -		
CLAS1992-112	John P. Hamilton	Euan and Joan Ferguson	31-Mar-1992	01-Jan-1988	01-Jun-1992	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		



Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Claim Disposition Abbr	Law Society						CLAS			
							LS Indemnity Paid	LS Legal Paid	LS Indemnity Reserve	LS Legal Reserve	LS Incurred Liability	CLAS Indemnity Paid	CLAS Legal Paid	CLAS Indemnity Reserve	CLAS Legal Reserve	CLAS Incurred Liability
CLAS1992-134	John Wilkinson	ERESCO CONTRACTING LTD. ET AL	07-May-1992	01-Sep-1990	01-Dec-1992	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1992-135	JOHN M. BUHLMAN	FAB-REC STEEL LIMITED	01-Apr-1992	01-Aug-1989	03-Apr-1993	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1992-136a	Gordon Baker	MR. GESTETNER	31-May-1992	31-Jan-1988	31-May-1996	NCP	\$ -	\$ 21,129	\$ -	\$ -	\$ -	\$ 22,493	\$ -	\$ -	\$ -	\$ -
CLAS1992-136b	Gordon Baker	WH100(LEADING EDGE ELECTRONICS LTD. ET AL) (1988)	31-May-1992	31-Jan-1988	31-May-1996	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1992-136c	GORDON R. BAKER	AstroWave (1989)	31-May-1992	31-Jan-1988	31-May-1996	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1992-154	JEFFREY G. COWAN	ALLIED CHEMICAL	12-Jun-1992	01-Mar-1986	01-Dec-1992	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1992-175	DAVID R. WINGFIELD	MOHAMED PUNJANI/852152 ONTARIO INC.	30-Jun-1992	31-Jan-1992	25-Sep-1998	NCP	\$ -	\$ 3,586	\$ -	\$ -	\$ -	\$ 5,432	\$ -	\$ -	\$ -	\$ -
CLAS1992-176	Les J. O'Connor	Mod-Aire Homes Limited	30-Jun-1992	01-Apr-1989	20-Sep-1993	NCP	\$ -	\$ 4,552	\$ -	\$ -	\$ -	\$ 4,552	\$ -	\$ -	\$ -	\$ -
CLAS1992-177	Dan Ferguson	JAMES C. RATHERER	29-Jun-1992	01-Aug-1989	28-Feb-1994	NCP	\$ -	\$ 3,200	\$ -	\$ -	\$ -	\$ 5,400	\$ -	\$ -	\$ -	\$ -
CLAS1993-011	GARRY J. (D) SMITH	TOMAS DEUTSCH	31-Oct-1992	31-May-1985	30-Jun-1994	NCP	\$ -	\$ 15,951	\$ -	\$ -	\$ -	\$ 15,951	\$ -	\$ -	\$ -	\$ -
CLAS1993-015	Ken Prehogan	REGIONAL MUNICIPALITY OF HALTON AT'S	29-Sep-1992	29-Jul-1992	01-Nov-1992	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1993-021	RON SLEIGHTHOLM	ARTHUR MORRISSEY	05-Oct-1992	16-May-1989	30-Jun-1993	NCP	\$ -	\$ 360	\$ -	\$ -	\$ -	\$ 360	\$ -	\$ -	\$ -	\$ -
CLAS1993-027	STEVEN D'ARCY	BRUCE STRONGMAN (BSH Dev. & Strongman Invest Ltd.)	31-Dec-1992	31-Jan-1988	30-Jun-1994	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,765	\$ -	\$ -	\$ -	\$ -
CLAS1993-043	JEFF G. COWAN	HEN-SIEG HOLDINGS LTD./Krieser	30-Nov-1992	31-Jan-1992	05-Dec-1997	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,137	\$ -	\$ -	\$ -	\$ -
CLAS1993-052	JOHN CAMPBELL	CITY OF KITCHENER	31-Dec-1992	30-Sep-1992	10-Apr-1995	NCP	\$ -	\$ 4,391	\$ -	\$ -	\$ -	\$ 4,391	\$ -	\$ -	\$ -	\$ -
CLAS1993-056	Alberta G. Formosa	IPCF PROPERTIES INC.	01-Jan-1993	01-Jan-1992	01-Mar-1993	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1993-065	BRIAN D. SHEDRICK	Alexander Orr	21-Jan-1993	20-Mar-1990	28-Feb-1993	NCP	\$ -	\$ 2,843	\$ -	\$ -	\$ -	\$ 2,843	\$ -	\$ -	\$ -	\$ -
CLAS1993-066	PETER DAIGLE	Nick Pinto/Plumbing and Heat	28-Feb-1993	31-Jan-1992	16-Mar-1995	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,114	\$ -	\$ -	\$ -	\$ -
CLAS1993-067	DEBBIE TARSHIS	Royal Trust Corp/O'Reilly	31-Jan-1993	31-Jan-1985	30-Sep-1996	NCP	\$ -	\$ 8,102	\$ -	\$ -	\$ -	\$ 8,102	\$ -	\$ -	\$ -	\$ -
CLAS1993-068	Daniel P. Ferguson	Fort Villa Motor Inn Ltd.	15-Dec-1992	30-Apr-1991	13-Aug-2001	NCP	\$ 175,000	\$ 127,630	\$ -	\$ -	\$ -	\$ 302,630	\$ -	\$ -	\$ -	\$ -
CLAS1993-071	Gordon Baker	Richard Nelson/Pepper, Weberg	31-Mar-1993	31-Aug-1988	19-Sep-1995	NCP	\$ -	\$ 3,698	\$ -	\$ -	\$ -	\$ 3,698	\$ -	\$ -	\$ -	\$ -
CLAS1993-094	R. Wayne Rosenman (retired)	P. RICHARDSON DEV. CO. LTD.	30-Apr-1993	30-Jun-1983	05-Feb-1996	NCP	\$ -	\$ 3,793	\$ -	\$ -	\$ -	\$ 3,793	\$ -	\$ -	\$ -	\$ -
CLAS1993-107	JOHN HAMILTON	Ontario College of Certified Social Workers	01-May-1993	28-Feb-1992	02-Sep-1994	ECS	\$ 5,000	\$ 4,768	\$ -	\$ -	\$ -	\$ 9,768	\$ -	\$ -	\$ -	\$ -
CLAS1993-123	LYNDA C.E. TANAKA	Corp. of the Township of Charlottenburgh	27-May-1993	31-Jan-1992	22-Sep-1993	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1993-145	GLENN ACKERLEY	Linda Davies Real Estate Ltd.	31-May-1993		30-Jun-1993	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1993-146	Albert G. Formosa	Adelaide Capital Corporation	30-Jun-1993	01-Jun-1993	30-Jun-1994	NCP	\$ -	\$ 9,067	\$ -	\$ -	\$ -	\$ 9,712	\$ -	\$ -	\$ -	\$ -
CLAS1993-147	GRAEME H. McPHAIL	Reuter-Stokes Canada	30-Jun-1993	01-Aug-1990	14-Oct-1993	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1993-148	IAN JAMES LORD	Jonathan Vrozos and Ye Olde Brunswick House	25-Jun-1993	31-Jan-1992	07-Oct-1993	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1994-011	Gordon Baker	Astra Wave/Pepper Weber/Sloan	06-Aug-1993	29-Jun-1989	30-Jun-1996	NCP	\$ -	\$ 25,752	\$ -	\$ -	\$ -	\$ 33,261	\$ -	\$ -	\$ -	\$ -
CLAS1994-016	MIKE McQUAID	Lawgren Group Inc.	01-Sep-1993	01-Jul-1981	22-Jan-2002	NCP	\$ 500,000	\$ 51,896	\$ -	\$ -	\$ -	\$ 551,896	\$ -	\$ -	\$ -	\$ -
CLAS1994-018	JEFF G. COWAN	Mod-Aire Homes Limited	31-Aug-1993	01-Apr-1992	21-Sep-1993	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Claim Disposition Abbr	Law Society					CLAS				
							LS Indemnity Paid	LS Legal Paid	LS Indemnity Reserve	LS Legal Reserve	LS Incurred Liability	CLAS Indemnity Paid	CLAS Legal Paid	CLAS Indemnity Reserve	CLAS Legal Reserve	CLAS Incurred Liability
CLAS1994-042	GLENN ACKERLEY	Nugget Construction Company Ltd.	29-Oct-1993	01-Jan-1993	14-Jul-1997	NCP	\$ -	\$ -	\$ -	\$ -	\$ 1,641	\$ -	\$ -	\$ -	\$ -	
CLAS1994-049	JOHN HAMILTON	University of Guelph	12-Nov-1993	01-Oct-1990	31-Dec-1994	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1994-057	PETER M. DAIGLE	Matthews Group Ltd.	24-Nov-1993	20-Nov-1993	18-Jan-1994	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1994-061	IAN LORD	Woodbine Realty Ltd/651 Yonge St. Holdings	08-Dec-1993	01-Aug-1986	04-Jun-1996	NCP	\$ -	\$ 1,123	\$ -	\$ -	\$ 1,123	\$ -	\$ -	\$ -	\$ -	
CLAS1994-070	SUE METCALFE	Peter Langmuir	07-Feb-1994	01-Oct-1993	29-Jun-1994	SIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1994-133	Deborah Tarshis	Adelaide Capital Corp.	19-May-1994	01-Jun-1993	28-Jun-1994	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1994-147	Alec Chute	Royal Bank	24-Jun-1994	01-Jun-1989	30-Jun-1995	NCP	\$ 90,000	\$ 15,122	\$ -	\$ -	\$ 105,122	\$ -	\$ -	\$ -	\$ -	
CLAS1994-148	Milton Chambers	Corewall Inc.	07-Jun-1994	29-May-1994	27-Sep-1994	NCP	\$ -	\$ -	\$ -	\$ -	\$ 634	\$ -	\$ -	\$ -	\$ -	
CLAS1994-179	MALCOLM ARCHIBALD	Monica Gold (Monica Mintz Employee Plan)	20-Apr-1994	01-Jun-1993	05-Jul-1994	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1995-004	JEFF G. COWAN	Dr. & Mrs. Kilty	11-Jul-1994	01-Jun-1985	18-Mar-1996		\$ -	\$ 4,307	\$ -	\$ -	\$ 4,307	\$ -	\$ -	\$ -	\$ -	
CLAS1995-013	John McKellar	Ballard Estate	13-Sep-1994	01-Apr-1994	04-Oct-1995	NCP	\$ -	\$ -	\$ -	\$ -	\$ 1,033	\$ -	\$ -	\$ -	\$ -	
CLAS1995-022	Milton Chambers	All About Health	04-Oct-1994	01-Jul-1994	24-Feb-1995	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1995-038	Jill Dougherty	Linda Day-D'Amico	09-Aug-1994	01-Jun-1994	20-Mar-1995	NCP	\$ -	\$ 8,110	\$ -	\$ -	\$ 8,110	\$ -	\$ -	\$ -	\$ -	
CLAS1995-053	R. Wayne Rosenman (retired)	Allcross Enterprises Limited	29-Nov-1994	01-Aug-1994	31-Dec-1994	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1995-054	Lori M. Duffy	Riverdale United Non-Profit Homes	30-Nov-1994	01-Sep-1994	15-Mar-1995	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1995-065	George Rust-D'Eye	Clayton Brown	31-Oct-1994	01-Jun-1992	30-Jun-1996	NCP	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	
CLAS1995-083	McBryan Finlay	Glen Erikson	31-Jan-1995	01-Jun-1992	30-Nov-1999	NCP	\$ -	\$ 32,812	\$ -	\$ -	\$ 32,812	\$ -	\$ -	\$ -	\$ -	
CLAS1995-111	G.R. Baker	155251 Canada Ltd/151825 Canada Ltd	20-Apr-1995	01-Jun-1987	17-Sep-1997	NCP	\$ -	\$ 1,927	\$ -	\$ -	\$ 1,927	\$ -	\$ -	\$ -	\$ -	
CLAS1995-123	Les J. O'Connor	Phillip and Faye Marion Albert	08-May-1995		12-May-1995		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1995-146	G.R. Baker	Abela et al.	07-Apr-1995	01-Jun-1995	17-Apr-2001	NCP	\$ -	\$ 3,387	\$ -	\$ -	\$ 3,387	\$ -	\$ -	\$ -	\$ -	
CLAS1995-160	Barnet Kussner	Paul Currie and Mary Currie	27-Jun-1995	07-Feb-1995	06-Aug-1997	NCP	\$ -	\$ 14,928	\$ -	\$ -	\$ 14,928	\$ -	\$ -	\$ -	\$ -	
CLAS1996-009	R.S. Sleightholm	Donald Matthews	01-Aug-1995	01-Dec-1993	01-Apr-1996		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1996-017	Jill Dougherty	Corporation of the Township of Keppel ats.	06-Oct-1995	03-Oct-1994	24-Nov-1995		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1996-018	John D. Campbell	Darla Smallwood, Michael Smallwood, Trel and Trevo	18-Sep-1995	01-Jul-1993	11-Oct-1995		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1996-033	Bradley N. Mclellan	Girl Guide Land Corporation	26-Oct-1995	15-Mar-1995	10-Nov-1995		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1996-042	R.S. Sleightholm	Freure Homes Limited	18-Dec-1995	28-Feb-1994	30-Jun-1996	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1996-058	ELIZABETH MITCHELL	Sisters of St. Joseph (union Carbide?)	11-Mar-1996	01-Dec-1993	27-Nov-1996	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1996-068	PETER DAIGLE	Josephine Toteda	13-Feb-1996	09-Mar-1995	05-May-1998	NCP	\$ -	\$ -	\$ -	\$ -	\$ 557	\$ -	\$ -	\$ -	\$ -	
CLAS1996-105	Richard Lachcik	Canadian States Resources Inc./D. Monardo	29-May-1996	17-May-1996	03-Apr-1997	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1997-012	Carole McAfee-Walla	Re/Max Rouge River Ltd.	23-Aug-1996	07-Aug-1996	08-Apr-1997	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CLAS1997-025	J.D. McKellar	William O.S. Ballard/Estate of Harold Ballard	27-Sep-1996	20-Sep-1991	22-Apr-1998	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Claim Disposition Abbr	Law Society					CLAS				
							LS Indemnity Paid	LS Legal Paid	LS Indemnity Reserve	LS Legal Reserve	LS Incurred Liability	CLAS Indemnity Paid	CLAS Legal Paid	CLAS Indemnity Reserve	CLAS Legal Reserve	CLAS Incurred Liability
CLAS1997-031	John Rosolak	Bayshore Resorts Owners Association	16-Oct-1996	15-Dec-1989	30-Jul-2007		\$ 100,000	\$ 47,557	\$ -	\$ -	\$ 147,557	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1997-036	Albert G. Formosa	Keating Tours	13-Nov-1996	15-Feb-1996	30-May-1997	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1997-037	Albert G. Formosa	Society of Composers, Authors and Music Publishers	13-Nov-1996	01-Aug-1995	15-Jul-1997	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1997-039	Richard Lachick's	Equisure Financial Network Inc.	11-Dec-1996	01-Oct-1993	19-Feb-1997	NCP	\$ -	\$ -	\$ -	\$ -	\$ 343	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1997-047	WENDY KADY	Grant and Heather McLeod	30-Dec-1996	01-Nov-1989	14-Apr-1997	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1997-050	W.A. Derry Millar	Millgate Financial Corp. Ltd.	22-Jan-1997	30-Apr-1996	30-Jun-2006	NCP	\$ -	\$ 3,986	\$ -	\$ -	\$ 3,986	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1997-053	R. Wayne Rosenman (retired)	The British Tourist Authority (BTA)	24-Jan-1997	28-Feb-1995	03-Oct-1997	NCP	\$ -	\$ -	\$ -	\$ -	\$ 552	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1997-105	Richard J. Lachik	Equisure Financial Network RM Trust)	08-May-1997	31-May-1994	09-Nov-1999		\$ 205,000	\$ 35,816	\$ -	\$ -	\$ 246,230	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1997-106	Hugh Morris	Trustee for Metro Life Ins. Co. (National Trust)	30-May-1997	31-Oct-1986	14-Jan-1998	NCP	\$ -	\$ 1,058	\$ -	\$ -	\$ 1,386	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1997-107	Jill Dougherty	Social Assistance Review Board	04-Jun-1997	23-May-1997	28-Aug-1997	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1997-108	John D. Campbell	Jack Greenberg	21-May-1997	12-Jan-1993	11-Dec-1997	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1997-109	John D. Campbell	Ernest Guiste	03-Jun-1997	26-May-1997	30-Jun-1997	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1998-014	Joe Conte	Philip Shilton	22-Sep-1997	01-Jan-1994	13-Jul-1999		\$ 10,000	\$ 9,037	\$ -	\$ -	\$ 19,037	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1998-015	GORDON R. BAKER	Richard D. Hunter et al	10-Sep-1997	09-Jan-1987	18-Jun-1998	NCP	\$ -	\$ -	\$ -	\$ -	\$ 1,093	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1998-028	Bill Ross	McClelland & Stewart Inc.	17-Oct-1997	18-Jun-1996	14-Dec-1998	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1998-029	Marie O'Donnell	Adam Coombes	14-Oct-1997	09-Oct-1997	25-Nov-1997	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1998-040	Kenneth Prehogan	Westmar Properties/Mark Silver/Shalcor Holdings	17-Nov-1997	31-Mar-1995	04-Jun-1998	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1998-050	Ken Prehogan	Westmar Properties/Adelaide Capital Corp.	25-Nov-1997	31-Mar-1997	31-Dec-2000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1998-069	GORDON R. BAKER	Pepper-Weber-ARG Forming/Stellarbridge Management	06-Feb-1998	01-Sep-1988	15-Apr-1996	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1998-070	John D Campbell	Mr. Don Innes	23-Feb-1998	21-Dec-1994	17-Aug-1998	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1998-072	Alec K. Clute	Catherine Grace Beauregard	14-Nov-1997	23-Jun-1993	14-May-1999	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1998-079	Bryan Finlay	Lalbyaz Altberg	27-Mar-1998	02-Feb-1996	30-Sep-1998	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1998-124	Ralph Kroman	Act Safety Inc. re: Collins Safety	22-Jun-1998	07-Apr-1998	29-Jan-1999	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1999-002	Richard R. Wozeniek	The WideCom Group Inc.	09-Jul-1998	21-Dec-1995	16-Jul-1998	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1999-022	Daniel Ferguson	Robert Fejer/Cdn Allterrain Vehicle Manufacturing	17-Sep-1998	04-May-1998	30-Sep-1998	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1999-023	Lynda Tanaka	Ministry of Transportation for Ontario	11-Sep-1998	08-Apr-1998	22-Feb-1999	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1999-034	Christopher Tzekas	Louis Divitcos et al	20-Oct-1998	01-Aug-1994	08-Apr-1999	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1999-035	Edouard P. Bissada	Delta Management Inc.	14-Oct-1998	25-Sep-1998	21-Oct-1998	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1999-037	Raj Anand	Wan-Xia Liao	26-Oct-1998	01-Jan-1998	07-May-1999	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1999-056	John O'Sullivan	Target Funds Ltd/North George Capital Mgmt Ltd	27-Nov-1998	07-Oct-1998	18-Feb-1999		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1999-057	Gordon Baker	The Matthews Paxport Trust et al (Cerny/Thompson)	12-Aug-1998	23-Apr-1997	23-Jan-2003	NCP	\$ -	\$ 18,598	\$ -	\$ -	\$ 18,598	\$ -	\$ -	\$ -	\$ -	\$ -



Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Claim Disposition Abbr	Law Society				CLAS				
							LS Indemnity Paid	LS Legal Paid	LS Indemnity Reserve	LS Legal Reserve	LS Incurred Liability	CLAS Indemnity Paid	CLAS Legal Paid	CLAS Indemnity Reserve	CLAS Legal Reserve
CLAS1999-058	Jacques Menard	ISI International v. Scott & Aylen	02-Dec-1998	02-Dec-1996	31-Jul-2002	NCP	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
CLAS1999-059	Susanne Goodman	Mary M. Andrews	10-Dec-1998	02-Sep-1998	22-Mar-1999	NCP	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1999-075	Les J. O'Connor	Woodglen & Co. Ltd.	24-Dec-1998	30-Jan-1996	10-Sep-1999	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1999-078	Gary Caplan	Mie Yin Lau/1116336 Ontario Inc.	20-Jan-1999	01-Jan-1998	29-Sep-1999	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1999-086	Ken Prehogan	Atta Faroon Hussain	23-Feb-1999		31-Mar-1999	SIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1999-087	Daniel P. Ferguson	Andrew Voura	04-Mar-1999	01-Apr-1988	12-Nov-1999	NCP	\$ -	\$ -	\$ -	\$ -	\$ 48	\$ -	\$ -	\$ -	\$ -
CLAS1999-088	John O'Sullivan	Teleride/Sage Ltd et al	05-Mar-1999	08-Jun-1998	07-Dec-1999	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1999-143	John O'Sullivan	Teleridge/Sage Limited	05-Mar-1999	09-Jun-1998	07-Dec-1999	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS1999-144	Dan Ferguson	Fawaz Frig/Nancy Watt	05-May-1999	08-Dec-1998	23-Jul-1999	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-001	John Buhlman	Dr. John Shewchun	06-Jul-1999		22-Jun-1999		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-002	Jill Dougherty	Liquor Control Board of Ontario v. Brian James	08-Jul-1999		06-Aug-1999		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-014	Bill Ross	Bridge Information Systems Canada Inc.	24-Aug-1999		03-Sep-1999	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-019	Carole McAfee Walla	Maggie Seni	08-Sep-1999		15-Sep-1999	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-026	Raj Anand	Gauthier & Associates	24-Sep-1999	03-Jun-1999	30-Jun-2000	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-031	Ralph Kroman	Cream & Sugar Foods Inc.	30-Sep-1999	05-Jan-1978	09-Dec-1999	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-032	Peter Wendling	United Canadian Malt Ltd.	19-Oct-1999	01-Apr-1987	27-Dec-2000	NCP	\$ -	\$ -	\$ -	\$ -	\$ 1,788	\$ -	\$ -	\$ -	\$ -
CLAS2000-033	Michael McQuaid	Nugget Construction	13-Dec-1999	01-Aug-1998	30-Jun-2003	NCP	\$ -	\$ 3,746	\$ -	\$ -	\$ 3,746	\$ -	\$ -	\$ -	\$ -
CLAS2000-063	Gary Caplan	Saul Jonas	10-Dec-1999	12-Dec-1999	30-Jun-2000	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-064	Michael Statham	Mandica Trubic	22-Dec-1999	21-Aug-1998	22-Dec-2000	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-070	Gary Caplan	Janice Raven(Morris Orreck)	20-Dec-1999		31-Mar-2003	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-082	Carole McAfee-Walla	Lan Technologies Inc. (Gavin Pitchford)	11-Feb-2000	01-Oct-1999	24-Sep-2000	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-083	Ed Bissada	Lambert Grohmann Stoltitka Rohsner	10-Feb-2000	17-Dec-1999	18-Feb-2000	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-099	Ed Bissada	Domain Knowledge Inc.	16-Mar-2000	15-Sep-1999	30-Jun-2000	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-104	Steven Rukavina	Lodge 644/Hamilton Croatian Centre	12-Apr-2000		21-Nov-2000	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-113	Mohan Sharma	Socan v. Lulu's Entertainment Inc. et al	04-Apr-2000	24-Mar-2000	31-Jan-2001	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-125	Lisa Borsook	Itochu Canada Inc.	10-May-2000		02-Jun-2000	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-148	Edouard Bissada	Canamex Communications Corp.	29-Jun-2000	30-Sep-1999	12-Sep-2000	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-151	M. Kate Stephenson	Frank Baker	27-Apr-2000		30-Jun-2000	SIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2000-152	Albert G. Formosa	Premium Properties Ltd.	12-Jul-1999	01-Jan-1994	25-Mar-2002		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2001-034	John O'Sullivan	Teleride/Sage Limited	07-Nov-2000		07-Dec-1999	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2001-070	IAN JAMES LORD	Municipality of Chatham-Kent	09-Jan-2001	07-Nov-1997	21-Nov-2001	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Claim Disposition Abbr	Law Society					CLAS				
							LS Indemnity Paid	LS Legal Paid	LS Indemnity Reserve	LS Legal Reserve	LS Incurred Liability	CLAS Indemnity Paid	CLAS Legal Paid	CLAS Indemnity Reserve	CLAS Legal Reserve	CLAS Incurred Liability
CLAS2001-076	Kim Snell	The Bank of Nova Scotia et al (Naomi Tsuji)	02-Feb-2001	01-Apr-1998	30-Apr-2001	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2001-095	John Rosolak	Telstrate Canada Inc.	14-Mar-2001	05-Mar-2001	23-Apr-2001	NCP	\$ -	- \$	4,593 \$	- \$	- \$	4,593 \$	- \$	- \$	- \$	- \$
CLAS2001-096	Hugh S.O. Morris	Tokheim & Gasboy of Canada Ltd.	26-Feb-2001	24-Nov-1989	31-Aug-2001	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2001-105	Lynda Tanaka	Ontario Racing Commission	19-Apr-2001	02-Mar-2001	01-May-2002		\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2001-128	D. W. Scott	David Globerman	08-May-2001	23-Sep-1997	30-Oct-2001		\$ -	- \$	483 \$	- \$	- \$	483 \$	- \$	- \$	- \$	- \$
CLAS2001-133	John Rosolak	Teresa Marie Beemer Clemo	22-May-2001	12-Aug-2000	13-Sep-2001	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2002-022	William Alla Millar	Premium Properties Limited	16-Aug-2001	01-Apr-2001	29-Aug-2001	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2002-030	M. Kate Stephenson	Elaine Hogan	23-Aug-2001	26-Feb-2001	29-Oct-2001	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2002-047	John Rosolak	Bruce and Jeannette Woodley	01-Oct-2001	01-Mar-1996	31-Oct-2003	NCP	\$ -	- \$	72,280 \$	- \$	- \$	72,280 \$	- \$	- \$	- \$	- \$
CLAS2002-056	Lori M. Duffy	Janice O-Hara-Hsu et al	16-Oct-2001	01-Nov-1999	07-Dec-2005	NCP	\$ -	- \$	41,575 \$	- \$	- \$	41,575 \$	- \$	- \$	- \$	- \$
CLAS2002-066	Ken Prehogan	Edwin Wiess and Millgate Financial Corp.Ltd.	06-Nov-2001	01-Dec-2000	25-Jul-2006	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2002-082	Frank Walwyn	Estate of John F. McLennan	14-Nov-2001	26-Jan-2001	20-Nov-2001	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2002-091	Raj Anand	Antony Tsal, Human Rights Compliant	14-Dec-2001	28-Feb-2001	10-Jul-2002	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2002-092	Kim/Gary Snell/Caplan	Whitney William Corrick	17-Dec-2001	01-Feb-1996	29-Jan-2002		\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2002-093	ROBERT B. WARREN	Corporation of the Town of Parry Sound	21-Dec-2001	30-Nov-2000	10-May-2002		\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2002-098	David Wingfield	Vancouver Collegelt/Christian Brothers of Ireland	24-Dec-2001		27-Feb-2002	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2002-147	George Rust D'eye	Robert Kerr and Toronto Police Services Board	21-Mar-2002	22-Nov-1996	26-Jan-2004	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2002-165	R. Wayne Rosenman (retired)	Darnoc Investments Limited	08-May-2002	01-Jun-2001	30-Sep-2002	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2002-166	Albert G. Formosa	Sun Glory Co. Ltd.	06-May-2002	06-Mar-2002	29-Apr-2003	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2002-167	Maria Louise McDonald	David Persaud	07-May-2002	01-Jun-1999	28-Aug-2002	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2002-204	Les J. O'Connor	LCBO	10-Jul-2002	01-Nov-2001	20-Jun-2003	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2002-241	John Wilkinson	DreamCatcher Interactive Inc.	28-Jun-2002	20-Jun-2002	19-Aug-2002	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2003-023	RICHARD R. WOZENILEK	Michael Spencer	04-Sep-2002	06-Sep-1995	17-Sep-2002	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2003-028	Christopher Diana	Bennington Limousines	11-Sep-2002	29-Jul-2002	29-Jan-2003	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2003-032	Lisa Borsook	Jeffrey Lipson/1650 Avenue Rd Inc/S.J.L. Holdings	27-Sep-2002	07-May-2002	07-Jan-2003	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2003-051	John Wilkinson	Jeffrey Frederenburgh	21-Oct-2002	01-Sep-2002	23-Aug-2005	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2003-056	Sue A. Metcalfe	Merlin Dewing	21-Oct-2002	04-Apr-2002	31-Oct-2002	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2003-058	John L. Pandell	Lebovic Enterprises Limited	21-Oct-2002	24-Dec-2000	27-Oct-2003	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2003-096	John Buhlman	Crompton Co.	20-Dec-2002	01-Mar-2000	15-May-2003	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2003-110	JOHN HAMILTON	George Hudson	09-Jan-2003	27-Dec-2002	29-Apr-2003	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
CLAS2003-140	John O'Sullivan	Anthony Diamond	17-Feb-2003	01-Jun-2002	29-Apr-2003	NCP	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$



Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Claim Disposition Abbr	Law Society					CLLAS				
							LS Indemnity Paid	LS Legal Paid	LS Indemnity Reserve	LS Legal Reserve	LS Incurred Liability	CLLAS Indemnity Paid	CLLAS Legal Paid	CLLAS Indemnity Reserve	CLLAS Legal Reserve	CLLAS Incurred Liability
CLLAS2003-173	Carole McAfeeWallac	Robert Chakra	10-Apr-2003	02-Apr-2003	15-Apr-2003	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2003-187	Kerry A. Boniface	Aludra Inc.	21-May-2003	01-Apr-2003	24-Sep-2003	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2003-195	Wayne Egan	Allan Charles (Aspen Group Resources Corp)	13-May-2003	14-Nov-2002	17-Dec-2014		\$ 323,624	\$ 335,395	\$ -	\$ -	\$ 659,019	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2003-218	MALCOLM S. ARCHIBALD	Estate of Thomas W. Wood	18-Jun-2003		26-Feb-2004	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2004-029	John P. Hamilton	Woodley Estate (Charles Devenish)	30-Sep-2003	22-Apr-1993	06-Nov-2003	NCP	\$ -	\$ 667	\$ -	\$ -	\$ 667	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2004-067	LYNDA C.E. TANAKA	1343096 Ontario Limited	04-Dec-2003	01-Dec-1999	31-Mar-2004	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2004-112	Raj Anand	Suzanne Bond	05-Feb-2004	28-Jan-2004	14-May-2004	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2004-119	Krista Chaytor	2025955 Ontario Limited	17-Feb-2004	01-Dec-2003	18-Oct-2004	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2004-136	Alberta G. Formosa	Jayson Group	11-Mar-2004		16-Feb-2005		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2004-150	Bradley N. McLellan	Woodcliffs Corporation (Paul Oberman)	27-Apr-2004		10-Oct-2006	NCP	\$ -	\$ 1,695	\$ -	\$ -	\$ 1,695	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2004-158	Les J. O'Connor	Paletta International Inc.	10-May-2004		05-Nov-2004	SIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2004-206	N.W.C. ROSS	Touchcom Technologies Inc.	29-Jun-2004	01-Jan-2004	31-Dec-2004	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2005-002	Michael McQuaid	Box Grove Hill Dev. vs. M. Midget (client)	15-Jul-2004	08-Jul-2004	10-Feb-2005	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2005-008	Ralph H. Kroman	Marvin Dryer	22-Jul-2004	27-Feb-2004	27-Sep-2005	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2005-014	Gary Caplan	Karas aka George Karahalion et al	25-Aug-2004	04-Oct-2000	24-Nov-2017		\$ 75,000	\$ 255,238	\$ -	\$ -	\$ 330,238	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2005-191	Christopher Diana	Raylene Pileggi	24-May-2005		27-Jul-2006	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2005-236	Lori Duffy	Newton Powell	30-Jun-2005		30-Jun-2005	SIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2006-044	Kerry Boniface	CA4IT	21-Nov-2005		02-Dec-2005		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2006-127	David Thompson	Sail Point Kingston Inc et al	27-Apr-2006		24-May-2006	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2006-144	John O'Sullivan	Reta Doyle	09-May-2006	18-Nov-2005	24-Dec-2006	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2006-146	Dan Ferguson	Wella Canada Inc.	16-May-2006	06-Dec-2004	31-Oct-2006	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2006-150	Michael Statham	Elizabeth Gail Andrus	16-May-2006	18-Feb-2002	01-Dec-2006	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2007-028	DAVID S. BROWN	Oakville Investment Corporation	06-Oct-2006	21-Mar-2006	25-Oct-2006	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2007-030	DAVID S. BROWN	Luxell Technologies Inc.	06-Oct-2006	31-Aug-2006	02-May-2007	NCP	\$ -	\$ 2,412	\$ -	\$ -	\$ 2,412	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2007-035	John O'Sullivan	Three Seasons Homes (Michael Orsi)	13-Oct-2006	31-May-2000	27-Dec-2006	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2007-049	Kerry A. Boniface	Vera and Michael Nicholson	17-Nov-2006	15-Mar-2006	24-Nov-2006	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2007-060	C.J. Tzekas	Pol-Can Bank Trust Beneficiaries	21-Dec-2006	03-Jun-2002	11-Oct-2007	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2007-104	John Wilkinson	Pumpernickels Franchise Corporation	23-Mar-2007		29-Aug-2007	NCP	\$ -	\$ 7,468	\$ -	\$ -	\$ 7,468	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2007-123	Jill Dougherty	Social Benefits Tribunal	08-May-2007		23-May-2007	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2008-003	Charles M Finlay	Terena Shaw, Cabarete Holdings BV, Cancaribe Ltd.	06-Jul-2007	01-May-2007	31-Dec-2008		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2008-005	Daniel P. Ferguson	St. Marys Cement Inc.	06-Jul-2007	01-Jun-2007	30-Jun-2009	NCP	\$ -	\$ 94	\$ -	\$ -	\$ 94	\$ -	\$ -	\$ -	\$ -	\$ -

Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Claim Disposition Abbr	Law Society					CLAS							
							LS Indemnity Paid	LS Legal Paid	LS Indemnity Reserve	LS Legal Reserve	LS Incurred Liability	CLAS Indemnity Paid	CLAS Legal Paid	CLAS Indemnity Reserve	CLAS Legal Reserve	CLAS Incurred Liability			
CLAS2008-007	Kenneth Prehogan	Brian Mulroney (former Prime Minister)	30-Jul-2007		27-Aug-2007	NCP	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2008-008	DAVID S. BROWN	Curtis McCone	20-Jul-2007	30-Apr-2006	31-Dec-2008		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2008-009	GLENN ACKERLEY	Paul Marcaccio - non client	31-Jul-2007	14-May-2007	12-Jan-2010	NCP	\$	-	\$	64,771	\$	-	\$	-	\$	64,771	\$	-	\$
CLAS2008-033	Dan Ferguson	St. Mary's Cement Inc (Bulk Sales Act)	28-Sep-2007	01-Oct-2006	19-May-2009	NCP	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2008-092	Sean G. Foran	Canada Post Corporation	18-Jan-2008	30-Dec-2007	31-Dec-2008		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2008-105	Ralph H. Kroman	World Class Developments and Leo Couprie	08-Feb-2008	28-Feb-2007	14-Dec-2009	NCP	\$	-	\$	10,780	\$	-	\$	-	\$	10,780	\$	-	\$
CLAS2008-135	Les J. O'Connor	City of Vaughan and Consult et al	09-May-2008	15-Mar-2007	31-Dec-2013	NCP	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2008-182	W.A. Derry Millar	Lakeridge Health Corporation	07-Jul-2008	22-Jan-2001	31-Dec-2012	NCP	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2008-187	JOHN CAMPBELL	Piliero and Anna Maria Intraligi	30-Jun-2008		15-Jul-2008	NCP	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2008-190	Albert G. Formosa	Karen Commandant	02-May-2008	05-Nov-2005	30-Jun-2009		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2009-001	MALCOLM S. ARCHIBALD	Susan Rasmussen (nee Pett) or Estate of Harry Pett	08-Jul-2008		30-Sep-2009		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2009-008	Barnet H. Kussner	Marilyn and Robert Spindler	01-Aug-2008	29-Jul-2008	26-Jul-2011		\$	27,500	\$	15,323	\$	-	\$	-	\$	42,823	\$	-	\$
CLAS2009-016	R. Wayne Rosenman (retired)	LPQ 47 Coldwater Road Inc.	15-Aug-2008		13-Dec-2008	SIR	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2009-028	John O'Sullivan	Three Season's Homes Limited v. Walter Magee et al	24-Sep-2008		30-Oct-2008		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2009-030	John Wilkinson	The Enerconnect Limited Partnership	02-Oct-2008	16-Nov-2007	31-Dec-2009	NCP	\$	-	\$	11,620	\$	-	\$	-	\$	11,620	\$	-	\$
CLAS2009-066	Carole McAfee Walla	Jasvinder Shoker and HGC/The Harman Group	08-Dec-2008	15-Oct-2008	30-Jun-2009		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2009-075	Daniel P. Ferguson	City of Oshawa re Giffels Design-Build Inc.	23-Dec-2008		16-Mar-2009		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2009-086	JEFF G. COWAN	Masood Khan and Zeshan Khan	08-Dec-2008		20-Jan-2009		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2009-113	DAVID S. BROWN	Royal Bank of Canada et al	17-Feb-2009	05-Feb-2009	16-Feb-2012		\$	531,436	\$	121,813	\$	-	\$	-	\$	653,249	\$	-	\$
CLAS2009-149	April Dawn Brousseau	Oury Chemama	02-Jun-2009	23-Apr-2008	17-Dec-2009	NCP	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2009-196	Elizabeth Patrick	Claus Munk and Ret and Rad Fyn A/S	24-Dec-2008	22-Jul-2008	30-Jun-2009		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2010-011	Ryan Filson	The SUM Group Inc et al	11-Sep-2009	15-Aug-2008	18-Sep-2009	NCP	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2010-052	Daniel P. Ferguson	Futurecom Systems Inc., Steve Dimitiu & Mike Wyrzy	21-Oct-2009		23-Dec-2009	NCP	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2010-095	John Wilkinson	Ontario Hockey Association	11-Jan-2010	14-Dec-2009	09-Mar-2010	NCP	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2010-108	April Dawn Brousseau	Sylvia Forletta	02-Feb-2010	15-Jan-2010	17-Feb-2010	NCP	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2010-149	Krista R. Chaytor	Toronto Digital Imaging	19-Apr-2010	06-Jan-2010	25-Nov-2010	NCP	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2010-159	R. Wayne Rosenman (retired)	Gordon Edward Kaiser	11-May-2010	16-Feb-2010	19-May-2010	NCP	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2010-192	Albert G. Formosa	La Camera Mining Inc.	07-Jun-2010		30-Jun-2010		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2011-033	Bryan Finlay	Detroit International Bridge Company and Canadian	21-Oct-2010	07-Jun-2007	13-Jun-2011	NCP	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2011-101	David Brown		02-Feb-2011		31-Mar-2011		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
CLAS2011-104	Peter Biro	William Malamas	09-Feb-2011	25-Mar-1995	31-Mar-2014		\$	-	\$	6,805	\$	-	\$	-	\$	6,805	\$	-	\$



Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Claim Disposition Abbr	Law Society						CLAS				
							LS Indemnity Paid	LS Legal Paid	LS Indemnity Reserve	LS Legal Reserve	LS Incurred Liability	CLAS Indemnity Paid	CLAS Legal Paid	CLAS Indemnity Reserve	CLAS Legal Reserve	CLAS Incurred Liability	
CLAS2011-124	Stephanie Leigh Turnham	Monique Amyotte	27-Jan-2011	03-Aug-2010	31-Aug-2011	NCP	\$ -	\$ 6,602	\$ -	\$ -	\$ 6,602	\$ -	\$ -	\$ -	\$ -		
CLAS2011-181	Les J. O'Connor	Tender Choice Foods Inc.	04-Apr-2011	31-Dec-2007	29-Apr-2011	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2012-005	MIKE McQUAID	Tim O'Connor	19-Jul-2011		28-Jul-2011	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2012-011	John D. McKellar	Estate of Merry Gutterson	27-Jul-2011		30-Sep-2011	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2012-024	Les J. O'Connor	Enid Machin et al	12-Sep-2011	04-Jun-2011	10-Nov-2011	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2012-027	DAVID S. BROWN	Marina Papastathakis	19-Sep-2011	01-Jan-2001	26-Sep-2011	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2012-052	Richard (former) Wozenilek	Croatian (Toronto) Credit Union Limited	23-Nov-2011	23-Jan-2002	02-Aug-2016	NCP	\$ -	\$ 17,732	\$ -	\$ -	\$ 17,732	\$ -	\$ -	\$ -	\$ -		
CLAS2012-054	Sean G. Foran	1497357 Ontario Inc. ("CCR")	21-Nov-2011	10-Aug-2009	14-Feb-2012	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2012-056	Raj Anand	Thomas Hannan	28-Nov-2011	27-Sep-2011	28-Feb-2012	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2012-060	Ken Prehogan	McFlow Capital Corp.	25-Nov-2011	05-Oct-2011	12-Dec-2011	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2012-092	Peter Biro	Germaine Gross	06-Oct-2011	01-May-2008	21-Nov-2012	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2012-093	Carole McAfee-Wallace	Margaret Mercer	22-Jul-2011		30-Jun-2012	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2012-103	Albert G. Formosa	The Sabre Group Marketing Services Inc.	10-Feb-2012		22-Feb-2012	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2012-153	Albert G. Formosa	City of Barrie	16-May-2012	28-Mar-2012	25-May-2012	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2012-156	Ken Prehogan	Dean Stark et al	15-May-2012	16-Aug-2011	22-Aug-2012	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2012-160	Kim Mullin	The Corporation of the Town of Markham	29-May-2012		07-Jun-2012		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2012-161	Lori M. Duffy	Brett Carachi and Kirk Carachi	07-Jun-2012	14-Aug-2005	25-Jun-2014	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2013-035	Jeffrey Cowan	VHA Home Health Care	25-Oct-2012		31-Oct-2012	SIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2013-047	LISA A. BORSOOK	RioCan Holdings Inc.	26-Nov-2012	06-Jan-2012	31-Dec-2013	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2013-048	Scott McGrath	Sarah Young	25-Sep-2012	30-Apr-2012	11-Feb-2014	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2013-051	Kenneth Prehogan	Project Services Inc.	29-Nov-2012	31-May-2012	31-Dec-2013	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2013-053	Ralph H. Kroman	True North Apartment REIT	06-Dec-2012		30-Sep-2014	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2013-082	Kenneth Prehogan	Reno-Depot Inc. et al	25-Jan-2013	01-Jan-2013	31-Dec-2013	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2013-119	Stephen Doak	Iterb / Someshwar et al	16-May-2013	17-Jan-2013	16-Apr-2014	NCP	\$ -	\$ 3,006	\$ -	\$ -	\$ 3,006	\$ -	\$ -	\$ -	\$ -		
CLAS2014-030	H. Scott Fairley	Resolute Management Inc.	17-Oct-2013	04-Sep-2013	23-Jan-2017	NCP	\$ -	\$ 4,223	\$ -	\$ -	\$ 4,223	\$ -	\$ -	\$ -	\$ -		
CLAS2014-043	Jordan Glick	Mario Milano	26-Sep-2013		30-Oct-2013	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2014-087	Albert Formosa	Briar Estates Limitd et al	27-Feb-2014	10-Jun-2009	15-May-2015		\$ -	\$ 15,603	\$ -	\$ -	\$ 15,603	\$ -	\$ -	\$ -	\$ -		
CLAS2014-093	Jordan Glick	Harald Themer	11-Mar-2014	04-Mar-2014	07-Jul-2014	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2014-103	Rachel F. Goldenberg	347154 Ontario Limited	04-Mar-2014		30-Sep-2014	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2014-122	David Brown	Home Insulation Corporation (HIC)	13-May-2014		27-May-2014	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLAS2014-154	David Thompson	2000 Queen East Ltd.	30-Jun-2014		10-Feb-2016	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Claim Disposition Abbr	Law Society						CLAS					
							LS Indemnity Paid	LS Legal Paid	LS Indemnity Reserve	LS Legal Reserve	LS Incurred Liability	CLAS Indemnity Paid	CLAS Legal Paid	CLAS Indemnity Reserve	CLAS Legal Reserve	CLAS Incurred Liability		
CLLAS2014-155	Andrea Green	Alterna Savings and Credit Union Limited	30-Jun-2014	05-Jun-2014	30-Sep-2014	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2015-003	Julia Croome	Frank and Carlos Magno	14-Jul-2014	07-Jul-2014	17-Oct-2014	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2015-007	Paul Guy	Donald Jackson/David Rattee/Neil Baker	09-Jul-2014	08-Feb-2012	11-Aug-2015		\$ 500,000	\$ 108,856	\$ -	\$ -	\$ 608,856	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2015-019	M. Jill Dougherty	Nalini Singh-Boutiller	08-Sep-2014	24-Mar-2014	16-Oct-2015	NCP	\$ -	\$ 19,122	\$ -	\$ -	\$ 19,122	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2015-025	Sean Foran	Advisor X/Jim Vella	02-Oct-2014	08-Aug-2014	06-Feb-2015	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2015-026	Jeff Cowan	Rowntree Beach Association et al.	16-Apr-2014		03-Oct-2014	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2015-033	Albert Formosa	HugoMark Services Inc.	06-Nov-2014	30-Apr-2014	05-Feb-2015	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2015-037	Krista/Rachel Chaytor/Goldenberg	Vasilos Androustos	13-Nov-2014	31-May-2012	05-Feb-2015	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2015-068	Patrick Nugent	Elizabeth Grant Intl Inc	18-Dec-2014	01-Oct-2012	22-May-2015	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2015-069	Bruce H. Engell	Premium Properties Limited	12-Jan-2015	30-Dec-2011			\$ -	\$ 64,065	\$ 250,000	\$ 238,060	\$ 552,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2015-092	Hayley Peglar	Meister Tool & Die Inc	19-Mar-2015		23-Mar-2015	SIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-001	Aaron Kempf	RioCan	08-Jul-2015	01-Feb-2015	15-Jul-2015	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-003	Albert Formosa	Sparekassen Faaborg	15-Jul-2015		17-Sep-2015	NCP	\$ -	\$ 34	\$ -	\$ -	\$ -	\$ 34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-012	Caroline Abala	Simone and Michelle Collier	14-Aug-2015	30-May-2015	15-Dec-2015		\$ -	\$ 23,701	\$ -	\$ -	\$ 23,701	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-013	Lauren Lackie	2293334 ON et al.	13-Aug-2015		27-Jan-2017	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-021	Hilary Book	Dino Astolfi	09-Sep-2015	31-Aug-2015	02-Nov-2015		\$ -	\$ 2,311	\$ -	\$ -	\$ 2,311	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-022	Macdonald Allen	Laura Fuller and Peter Smith	31-Aug-2015	22-Jun-2015	23-Sep-2015	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-087	David Spencer Brown	George Leslie Kemeny	21-Dec-2015	01-May-2014	30-Aug-2016		\$ -	\$ 2,440	\$ -	\$ -	\$ 2,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-097	Michael Swartz	Geoffrey Grist,Brook Restoration Ltd.	07-Mar-2016		23-Mar-2018	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-098	Daniel Peter Ferguson	Strongman Investments / shareholders	05-Apr-2016	14-Dec-2005	11-Dec-2017	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-099	Stephen Doak	Katherine Van de Mark	04-Apr-2016	06-Aug-2013	26-Aug-2016	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-113	Brad McLellan	Front Street Equities Limited	31-Mar-2016	11-Mar-2016	21-Jun-2016	SIR	\$ -	\$ 166,559	\$ -	\$ -	\$ 166,559	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-128	Faren Bogach	Walsh Construction,Bondfield Partnership	20-Apr-2016				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2017-002	David Thompson	RioCan	12-Jul-2016	06-Jan-2012	26-Oct-2016	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2017-008	John Buhlman	Bob Hornick,Aliz Systems Ltd.	26-Jul-2016	12-Jul-2016	12-Jan-2018	NCP	\$ -	\$ 1,177	\$ -	\$ -	\$ 1,177	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2017-020	Daniel P. Ferguson	TELUUS Communications Inc.	24-Aug-2016	27-Jun-2013	26-Sep-2018	NCP	\$ -	\$ 19,449	\$ -	\$ -	\$ 19,449	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2017-046	Patrick Nugent	1659736 Ontario Ltd.	21-Oct-2016		01-Dec-2016	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2017-056	Christopher Tsakas	Township of the Archipelago	16-Nov-2016		24-Oct-2017	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2017-067	Faren Bogach	Vivint Canada Inc.	08-Dec-2016	01-Apr-2016	24-Mar-2017	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2017-076	Rachel F. Goldenberg	Harald Themer	22-Dec-2016	03-Dec-2016	11-Jul-2018	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2017-108	M. Jill Dougherty	Ontario College of Social Workers and Social Service Workers	27-Feb-2017	17-Feb-2017	24-Oct-2017	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Claim Disposition Abbr	Law Society					CLAS				
							LS Indemnity Paid	LS Legal Paid	LS Indemnity Reserve	LS Legal Reserve	LS Incurred Liability	CLAS Indemnity Paid	CLAS Legal Paid	CLAS Indemnity Reserve	CLAS Legal Reserve	CLAS Incurred Liability
CLAS2017-158	Kenneth Prehogan	Michael A. Yermus	20-Jun-2017	02-Dec-2013			\$ -	\$ 4,113	\$ -	\$ 130,887	\$ 135,000	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2018-001	Raj Anand	Errol Massiah	21-Jul-2017	18-Jun-2015			\$ -	\$ 73,208	\$ -	\$ 6,730	\$ 79,938	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2018-002	Daniel P. Ferguson	Scotia Merchant Capital Corporation	21-Jul-2017		21-Aug-2017	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2018-033	Jordan Glick	Retirement Homes Regulatory Authority (RHRA)	16-Nov-2017	08-Aug-2017			\$ -	\$ 1,978	\$ -	\$ 39,022	\$ 41,000	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2018-042	Albert Formosa, Macdonald Allen	Kire Vandezande	13-Dec-2017	16-Nov-2017	07-Mar-2018	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2018-053	Kayla Theeuwen	Bruce Tisdale, Fatima Tisdale	29-Dec-2017		15-Dec-2017	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2018-069	John Buhlman	Albert Bloom Ltd	15-Feb-2018	20-Dec-2012			\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2018-096	Ryan Filson	The SUM Group Inc et al	20-Apr-2018		24-Oct-2018	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2018-102	John Buhlman	Dieter Knoppke	11-May-2018	04-Jul-2016			\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2018-109	Albert Formosa	699147 Ontario Inc, Paul Li	30-May-2018	02-Jan-2018			\$ -	\$ -	\$ -	\$ 12,000	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2018-114	R. Wayne Rosenman (retired)	Gordon Edward Kaiser	06-Jun-2018				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2018-123	Clare Burns	Estate of James Frederick Kay	22-Mar-2018	16-Jun-2016			\$ -	\$ 22,060	\$ -	\$ 20,700	\$ 42,760	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2018-125	Kenneth Prehogan	Armour Alloys Inc, Suresh Malhotra, Arjun Jasuja	14-Jun-2018	22-Mar-2017	05-Jul-2018	NCP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2019-011	Hilary Book	McFlow Capital Corp.	25-Jul-2018				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2019-018	Les J. O'Connor	GHD Limited	06-Sep-2018	02-Jan-2015			\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2019-025	Lori Duffy	Lesley Barnett	18-Sep-2018	17-Aug-2018			\$ -	\$ -	\$ -	\$ 50	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -
CLAS2019-050	Ralph Kroman	Domino UK Limited	07-Dec-2018				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total							\$ 2,641,533	\$ 3,271,810	\$ 250,000	\$ 463,449	\$ 6,659,803	\$ -	\$ -	\$ -	\$ -	\$ -

Cautionary and Reported Claims – To March 31, 2019					
Insured	(Potential) Claimant		CLLAS #	Comments	
Christopher Tzekas	Frank Inglis		2019-075	Reported February 6, 2019. No known claims as of this date.	
MacDonald Allen	Brett and Tanis Michelsen		2019-065	Reported January 17, 2019. No known claims as of this date.	





APPENDIX G

RISK MANAGEMENT POLICIES AND PROCEDURES

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Name of Firm: WeirFoulds LLP

Please provide a full description of the Firm's most current risk management policies and procedures or, if appropriate, an update to your response to Appendix G of last year's renewal application.

Please see Appendix "G-1"

## Appendix G-1

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### RISK MANAGEMENT POLICIES

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#### Conflicts of Interest

1. Lawyers and their law firms have legal and ethical obligations to avoid conflicts of interest in their relationships with clients, and the firm has policies to address some of the many problems associated with conflicts of interest.

2. Rule 5 (Conflict of Interest) of the Law Society of Upper Canada's *Code of Professional Conduct* states:

The lawyer must not advise or represent both sides of a dispute and, save after adequate disclosure to and with the consent of the client or prospective client concerned, should not act or continue to act in a matter when there is or there is likely to be a conflicting interest.

3. Lawyers should at all times be alert to conflict of interest issues and should be aware that there are many different types of conflicts of interest. If a lawyer has any doubt about whether he or she has a conflict of interest, the matter should immediately be brought to the attention of a member of the Management Committee.

4. Before opening a file for a new client and before taking on a new matter for a current client, lawyers need to consider whether or not the new retainer could be adverse to the interests of a current client of the firm. In *R. v. Neil*, [2002] 3 S.C.R. 631, the Supreme Court of Canada stated that a lawyer may not represent one client whose interests are directly adverse to the immediate interest of another current client—even if the two mandates are unrelated—unless both clients consent after receiving full disclosure (and preferably independent legal advice) and the lawyer reasonably believes that he or she is able to represent each client without adversely affecting the other.

5. A law firm and its lawyers have a fiduciary duty of loyalty to the firm's clients. This duty of loyalty includes: the duty of keeping client communication confidential; the duty to avoid conflicting interests, including the lawyer's personal interest; the duty of commitment to the client's cause; and a duty of disclosure on matters relevant to the retainer. It should be noted that confidentiality is only a part of a lawyer's duty of loyalty and conflicts of interest may arise independent of any possible misuse of confidential information. These duties need to be considered in determining whether or not there would be a conflict of interest in taking on a new client or a new matter for a current client.

6. The three most common conflict of interest problems of which to be aware are: (1) taking on a new matter that is adverse in interest to a current or former client of the firm; (2) joint retainers, where the lawyer of the firm acts for more than one side of a non-contentious matter; and (3) doing business with a client.

7. It is part of the firm's file opening procedure for the accounting department to undertake a conflicts of interest check.

- (a) Lawyers should take care to provide a complete and accurate list of names for conflict searches by the accounting department.
  - (b) Lawyers should not begin work on a new matter until it is determined that there are no conflicts of interest.
  - (c) Where the conflict search indicates that there is a potential conflict of interest, the file should not be opened unless it is determined that there is no actual conflict or that the conflict can be sterilized by appropriate institutional measures, as discussed below.
  - (d) Any unresolved problems about whether there is a conflict of interest or whether a file may be opened must be brought to the attention of a member of the Management Committee.
8. A law firm may act against a former client in at least four circumstances.
- First, a law firm may act against a former client in a fresh and independent matter wholly unrelated to any work the firm has done for the former client, provided that any confidential information obtained by the law firm is irrelevant to the new matter.
  - Second, if the prior and current matters are related, the lawyer may be able to act against the former client if the lawyer is capable of satisfying the test of showing that no confidential information was imparted by the former client.
  - Third, a law firm may sometimes act against a former client with the consent of the former client, who ideally should have received independent legal advice before granting the consent.
  - Fourth, a law firm may act against a former client if appropriate institutional measures (ethical walls and screening devices) are employed so that the former client cannot be prejudiced by the use of confidential information. Institutional measures may sometimes also be used so that the firm may act for several existing clients without a conflict of interest.
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- (a) The leading case of *MacDonald Estate v. Martin*, [1990] 3 S.C.R. 1235, sets a relatively low standard for what counts as a related matter. Under this low standard, factually-connected matters are related, but factually-unconnected matters are also related if the lawyer has obtained information from the prior matter that could disadvantage the former client in the current matter. The low standard was set because it better protects the public's confidence in the integrity of the bar and in the administration of justice.
  - (b) In *MacDonald Estate v. Martin*, Sopinka, J. said that once the former client shows that there was a "substantial relationship" between the current matter and the subject of the prior retainer, there is a presumption that confidential information

has been obtained. Sopinka, J. said, however, that this presumption could be rebutted, if a reasonably-informed member of the public would be satisfied that no confidential information was imparted. Rebutting the presumption would be difficult because: "Not only must the court's degree of satisfaction be such that it would withstand the scrutiny of the reasonably-informed member of the public that no such information passed, but the burden must be discharged without revealing the specifics of the privileged communication."

- (c) In *MacDonald Estate v. Martin*, Sopinka, J. recognized that if the former client consents, then the law firm may act against the former client. However, in several cases, courts have held that the former client's consent is insufficient if the lawyer's continuing involvement would diminish the public's confidence in the propriety of the administration of justice.
- (d) As a matter of partnership law and as a matter of the rules of professional conduct, a lawyer is imputed to have the knowledge of his or her partners and associates. In practical terms, this means that all of the present and former clients of the firm during the lawyer's tenure are the lawyer's clients and the lawyer is imputed to have obtained the client's or former client's confidential information.
- (e) The idea behind appropriate institutional measures is that the client (former or current) cannot be harmed or complain if all the lawyers who received confidential information from the client are unable to disclose that information to the lawyer or lawyers with carriage of a matter for another client. Institutional measures typically involve: non-disclosure undertakings from the lawyer(s) with the information; undertakings not to inquire by the lawyer(s) with carriage; and the secure separation of documents and file material. The possibility of institutional measures neutralizing the disqualifying conflict was recognized in *MacDonald Estate v. Martin*, where the issue arose in the context of the problem of migrating lawyers, that is, lawyers who move from one law firm to another. The Canadian Bar Association and Law Societies across the country responded with rules of professional conduct to provide guidelines for institutional measures. (See: Law Society of Upper Canada, *Rules of Professional Conduct*, Rule 29 (Conflicts Arising as a Result of Transfer Between Law Firms).)
- (f) Institutional measures may sometimes be used to sterilize a conflict of interest caused by a new lawyer coming to the firm, and they sometimes may be used to sterilize conflicts of interest existing between several current clients.

9. Rule 29 of the *Rules of Professional Conduct* should be followed in circumstances where a lawyer transfers from another firm to our firm and it should be used by analogy in other circumstances where institutional measures may appropriately be used to sterilize a conflict of interest.

10. Institutional measures must be undertaken with the informed consent of the client, and, in some instances, this may involve ensuring that the client obtains independent legal advice.

11. Institutional measures should be documented and should detail the specifics of the individual situation.

12. When a lawyer acts for more than one side in a non-contentious matter, the lawyer must obtain the consent of all jointly-represented clients after explaining the implications or possible consequences of the lawyer acting for all, and the lawyer has an obligation to advise each client about the desirability of obtaining independent legal advice or separate representation.

- (a) The rules of professional conduct specify that, in a joint retainer, the lawyer must disclose all relevant facts to both clients, including facts that would be confidential if the lawyer were acting for only one client.
- (b) The lawyer must inform the clients that if a conflict of interest arises between the clients that cannot be resolved, the lawyer cannot continue to act for all and may not be able to continue to act for any.
- (c) The rules of professional conduct state that even if there is informed consent, the lawyer should guard against acting if it is reasonably obvious that a contentious issue or divergent interests for the clients may develop as the matter progresses.

13. A lawyer must not keep secret from his or her client relevant information about the client's matter and must disclose information that is material to the decisions and instructions of the client. This duty of disclosure applies when a lawyer acts in a matter for several clients; so, on a joint retainer, a lawyer must treat the clients on an equal footing and the lawyer may not conceal information from any of the clients.

14. In addition to genuine conflicts of interest, lawyers should be alert to "business conflicts of interest." A business conflict of interest arises when there may be reasons other than legal or ethical obligations to decline to take on a matter. For example, while there may be no genuine conflict in accepting a retainer from a prospective client, it may not be desirable to do so because of an existing relationship with the prospective client's competitor.

#### Lawyers Doing Business with Clients and Outside Interests Policy

15. A lawyer has a duty not to have transactions with a client unless there is probity and fully-informed consent. This duty is derived from two independent sources. It is a duty imposed on all fiduciaries, and it will also arise under the doctrine of undue influence, the equitable doctrine that will set aside gifts and contracts that are procured when the will of the donor or contracting party has been dominated by the recipient of the gift or by the other contracting party through manipulation, coercion, or abuse of power. Undue influence is presumed for certain relations, including the relationship between a lawyer and client. In transactions between lawyer and client, because of the doctrine of undue influence and because of the fiduciary relationship, the onus is on the lawyer to show that no advantage was taken of the client; that the transaction was fair; that the client was fully informed; and that the client had competent independent legal advice or was not disadvantaged by its absence.

16. The practice of law, the enhancement of one's professional qualifications and the development of one's practice at WeirFoulds LLP should involve the full time and attention of all partners and associates.<sup>2</sup>

17. The firm does not encourage its lawyers to have outside active business interests. However, it is recognized that some lawyers may have such interests. In the event any such interests do exist, it is expected that they will not require an appreciable amount of time or attention from the lawyer having the interest (the Interested Person).<sup>3</sup>

18. When legal advice is required by a business in which an Interested Person lawyer has a personal interest, that advice should never be provided in the firm's name by the Interested Person nor should that Interested Person render an account for legal services to that business. On the other hand, with appropriate disclosure, legal advice may be provided, for an appropriate fee, by other lawyers at the firm.<sup>4</sup>

19. Acceptance of elected or appointed office of a legislative or administrative nature presents a potential conflict of interest for the firm and for the elected or appointed person. Accordingly, no lawyer should seek elected office nor accept an appointed office of a legislative or an administrative nature without making full disclosure to the Management Committee beforehand and securing the approval of the Management Committee to the proposal.<sup>5</sup>

#### Lawyers as Directors

20. WeirFoulds LLP recognizes that partners and associates will often be required to accept directorships when requested by clients from time to time.<sup>6</sup>

21. However, before such acceptance, approval must be obtained from the Management Committee, who in turn will ensure that the firm's outside directorship insurance will cover the circumstances.<sup>7</sup>

22. The Management Committee should be advised of the full circumstances of the request, the business activities of the company, the level of director's insurance covered by the company, and the level of indemnity available from the company's shareholders. If the solicitor or his/her family has a personal financial interest in the company, the Management Committee should be informed.<sup>8</sup>

23. Any partner or associate, on becoming aware of a potential claim against the firm's outside director's insurance, must immediately follow the same procedures laid down with

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<sup>2</sup> Outside Interests Policy, Revised January 10, 1995, 0011110.01.

<sup>3</sup> Outside Interests Policy, Revised January 10, 1995, 0011110.01.

<sup>4</sup> Outside Interests Policy, Revised January 10, 1995, 0011110.01.

<sup>5</sup> Outside Interests Policy, Revised January 10, 1995, 0011110.01.

<sup>6</sup> Revised: January 10, 1995. See 0011021.01.

<sup>7</sup> Revised: January 10, 1995. See 0011021.01.

<sup>8</sup> Revised: January 10, 1995. See 0011021.01.

**APPENDIX H**  
**CYBER LIABILITY**

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Name of Firm: Weirfoulds LLP

**1. Personnel**

- a) Do you have a Chief Security Officer or Chief Information Security Officer or equivalent? ☐ yes ☒ no

If "no", who within the Firm is responsible for the management of and compliance with the Firm's Security Policies?

Director IT

- b) Do you have a Chief Privacy Officer or equivalent? ☐ yes ☒ no

If "no", who within the Firm is responsible for the management of and compliance with the Firm's Privacy Policies?

Director IT

**2. Protection**

- a) Do you use encryption tools to enhance the integrity and confidentiality of confidential information?  
☒ yes ☐ no

If you use encryption tools, in which scenarios is data encrypted? (Check all statements that you believe are applicable.)

☐ Data at rest

☒ Data in transit

☐ Data transferred to removable media (laptops, CD's, backup tapes, USB devices, etc.)

☐ None of the above

- b) Do you use and regularly update industry-standard antivirus software? ☒ yes ☐ no

- c) Do you install the latest software updates to reduce security vulnerabilities? ☒ yes ☐ no

- d) Do you require that passwords be a minimum length and contain alpha and numeric characters?  
☒ yes ☐ no

- e) Do you require that passwords be regularly updated? ☒ yes ☐ no

- f) Do you check to make sure that no spyware or adware resides on your computers? ☒ yes ☐ no

- g) Do you use and regularly update industry-standard firewall protection systems to prevent unauthorized access to internal networks and computer systems? ☒ yes ☐ no

- h) Is the data on your servers encrypted? ☐ yes ☒ no

- i) Is the data on your desktop and laptop computers encrypted? ☐ yes ☒ no
- j) Is the data on your mobile devices encrypted? ☐ yes ☒ no
- k) Have predesignated computer system/application access rights and privileges been set for all authorized users? ☒ yes ☐ no
- l) Is there hourly or daily automatic backup of documents and emails? ☒ yes ☐ no
- m) Is there hourly or daily automatic backup of your firm-wide tickler system and/or your lawyers' own personal tickler systems? ☒ yes ☐ no
- n) Are backups stored off-site at a secure location? ☒ yes ☐ no
- o) Do you use software that can be used to wipe laptops and mobile devices clean if they are misplaced or stolen? ☐ yes ☒ no
- p) Do you use software that can detect unauthorized transfers of personal information and unauthorized copying of files? ☐ yes ☒ no
- q) Do you use a metadata scrubber on documents that you transmit to clients or third parties such as opposing counsel? ☒ Most of the time ☐ Occasionally ☐ Never

### 3. Incident Response

Do you have a written network security incident response plan? ☐ yes ☒ no

If "yes":

- a) Does it include alternative options should a critical third party outsourcing provider's operations be incapacitated? ☐ yes ☐ no
- b) Does it include procedures to alert your clients that their data may have been compromised? ☐ yes ☐ no

### 4. Policies

- a) Do you maintain a comprehensive information security and privacy policy that is updated and enforced on a continuous basis? ☐ yes ☒ no
- b) Do you advise your lawyers of the risks of using unencrypted email? ☐ yes ☒ no
- c) Does your firm advise your lawyers of the dangers of metadata? ☐ yes ☒ no
- d) Do you purchase insurance other than CLIAS coverage to protect you in the case of privacy breaches? ☒ yes ☐ no
- e) Do you purchase insurance other than CLIAS coverage to protect you in the case of cyber-attacks? ☐ yes ☐ no



APPENDIX I

2019 PROFESSIONAL LIABILITY INSURANCE APPLICATION AND  
EXEMPTION FORM SUBMITTED TO LAWPRO

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Name of Firm: Weirfoulds LLP

APPENDIX I

2019 PROFESSIONAL LIABILITY INSURANCE APPLICATION AND  
EXEMPTION FORM SUBMITTED TO LAWPRO

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Name of Firm: Weirfoulds LLP



My LAWPRO > File Online > Firm Summary Form

My LAWPRO®

## Online 2019 Firm Summary Form

FAQs

**NOTE:** For the purposes of this Application, LAWYER means each person who holds a Class L1 licence pursuant to the by-laws of the *Law Society Act*.

**Please review carefully.** To make further changes or corrections before submitting, click on the Tabbed section of the application. Press the '**Submit**' button at the end of this review to complete the online filing.

A063580 WEIRFOULDS LLP

Instructions	Firm Information	Member List	Coverage Options	Payment Information	Warranty & Signature
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### General LAW FIRM Information

- Name of LAW FIRM:** WEIRFOULDS LLP

**Address:** #4100 - 66 WELLINGTON ST WEST  
PO BOX 35, TD BANK TOWER  
TORONTO, ON  
M5K 1B7

**Phone Number:** 416-365-1110

**Fax Number:** 416-365-1876

**E-mail address:**

**Firm Website(s):** www.weirfoulds.com

**Managing Partner/LAWYER:** 41049C -- MICHAEL JAMES STATHAM

**Office Admin./Manager:** PAUL WILSON

**Claims Contact:** 46741T -- MICHAEL ROBERT SWARTZ

**CPD Contact:** KATRINA HENN

**Nature of Law Practice:** Partnership - LLP
- Contact name and title:**

Indicate the preferred firm contact for insurance matters.

**Name:** Paul Wilson  
**Title:** COO
- Number of PARALEGAL PARTNER(S) OR SHAREHOLDER(S) (if applicable) and LAWYERS in LAW FIRM in Ontario:**

Indicate the current number of PARALEGAL PARTNER(S) OR SHAREHOLDER(S) (if applicable) and LAWYERS in the LAW FIRM in Ontario.

103 105
- Number of staff in LAW FIRM in Ontario who are not LAWYERS:**

Indicate the current number of staff in the LAW FIRM in Ontario who are not LAWYERS. Include all staff who provide law-related services who are directly or indirectly employed, whether through management, other companies or otherwise, by the LAW FIRM or by any of the LAWYERS in the LAW FIRM or any spouse, including those EMPLOYEES who are casual or part-time EMPLOYEES. Independent contractors such as bookkeepers, PARALEGALS, researchers, etc. who are not

EMPLOYEES of the LAW FIRM should not be included.

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**5. Excess liability insurance:**

Indicate the name of the insurer and excess liability insurance limits. Limits are in addition to the required \$1 million per CLAIM/\$2 million in the aggregate primary LAWPRO policy limits.

**Your excess insurers include:**

Canadian Lawyers' Liability Assurance Society

**Other insurer:** Canadian Lawyers' Liability Assurance Society

**Total Excess Liability Limits:**

per CLAIM/aggregate above LAWPRO POLICY limits (for all Excess coverage carried)

\$ 110 Million per claim

\$ 110 Million aggregate

**6. Volume Billings:**

Indicate the **Average** Gross Billings **per LAWYER** in the LAW FIRM.

**Average Gross Billings** (select one):

AV14 - Average Gross Billings: over \$500,000

## Firm Member List

Listed below are the names and LSO numbers for all partners, associates and/or employed LAWYERS in the LAW FIRM, who are to be included in this application for Professional Liability insurance.

**R** - LAWYER Removed; **N** - New LAWYER; **U** - LAWYER info Updated.

LSO#	Last Name	First Name	Status
45869A	ABELA	CAROLINE ELLEN ANNMARIE	
29360B	ACKERLEY	GLENN WILLIAM	
63540B	ALLEN	MACDONALD RICHARD IRWIN	
19763L	ANAND	RAJ	
58522H	AREZES	RICHARD JAMES COELHO	
36986R	ASTOLFO	SANDRA DARLA	
55153P	BAEK	JENNIE SONG	
48116H	BAKER	DENISE CLARE	
75360P	BARROW	SHALOME MARIA	
68660L	BASSETT	CARLEIGH RITA MARIE	
74028D	BILYK	SIERRA MARY	
55461K	BOGACH	FAREN HILLARY	
70232D	BORITZ	LIA ZWEIG	
21583H	BORSOOK	LISA ANN	
15880D	BROMSTEIN	ALAN MARTIN LAUREN	
29399Q	BROWN	DAVID SPENCER	
20868E	BUHLMAN	JOHN MARTIN	
32167P	BURNS	CLARE ELIZABETH	
64343U	CASS	WARREN COSMAN	
42818B	CHAYTOR	KRISTA RUTH	
60391A	CHIESA	NADIA SARAH	
25286A	CLUTE	ALISTAIR KENNETH	
17728Q	COWAN	JEFFREY GORDON	
68708F	DANAY	LISA RACHEL	
47778H	DATT	RAJESH KUMAR	
53976E	DOAK	STEPHEN BLAIR	
50371F	DOLPHIN	MICHAEL DONALD	
58255H	DOOLEY	CONOR JOSEPH	
26159E	DOUGHERTY	MARGARET JILL	
19849M	DOUGLAS	HEATHER ROSALIND	
23676N	DUFFY	LORI MAUREEN	

26165O	DUSOME	RICHARD CHARLES
42834F	EBERSCHLAG	ROBERT WARREN
31033C	EGAN	WAYNE THOMAS
68720C	EISENBERG	ROBERT ALEX
29463C	ENGELL	BRUCE HERBERT
73181U	ENGLISH	SHAWN MICHAEL
23694J	FERGUSON	DANIEL PETER
41671C	FILSON	RYAN MICHAEL
11509B	FINLAY	CHARLES MCBRYAN
65500B	FLARITY	AISLING JANE
31047D	FORAN	SEAN GERRARD
25777V	FORMOSA	ALBERT GERRARD
75484A	GORDON	KELSEY KATHLEEN
73508A	GUO	NA
28451F	HAN	SUSAN YOU-JIN
73228S	HOWARD	ADRIAN EARLE
72269C	KEON	ADA CHIDICHIMO
65953L	KINKARTZ	LARA JULIE
22077M	KNIGHT	DAVID ALLAN
52881R	KOSA	JAMES GEORGE
24111P	KROMAN	RALPH HARRY
60158Q	KUCHAR	BRIAN LEWIS
32319R	KUSSNER	BARNET HARRY
47185E	LA NEVE	BIANCA VITTORIA
54042B	LEE	KARSTEN THEODORE CUKINGNAN
70967K	MAH	MEGAN LOUISE
61778B	MALICKI	LINDA ELIZABETH
74693N	MCDONALD	MICHAEL HARRISON
08807D	MCKELLAR	JOHN DUNCAN
60233P	MCKENNA	DEBRA ANNE
18526J	MCLELLAN	BRADLEY NELSON
10185V	MCQUAID	MICHAEL JAMES
13976W	MILLAR	WILLIAM ALLAN DERRY
20001K	MONTEITH	MARALYNNE ANNE
47882P	MORRIS	RYAN LATHAM
61119B	NADEAU	MARIE-PIER SYLVIE
42089M	NUGENT	PATRICK WILLIAM
14007A	O'CONNOR	LESLIE JAMES
28595B	PANDELL	JOHN LEONARD
48140N	PATRIQUIN	SCOT EDWARD
65668P	PEGLAR	HAYLEY ALEXANDRA
62944D	PERERA	ROCHELLE IROMI
20035W	PREHOGAN	KENNETH
22194C	RICHARDS	JAMES GREGORY
44213L	RISK	JOHN MCNEILL
58141Q	ROULEAU	SYLVAIN ROGER
35662S	RUKAVINA	STEVEN
68568M	SCORGIE	JEFFREY ALEXANDER COLES
10928L	SHAFIR	MAX
73055J	SINGH	AASHIMA
41049C	STATHAM	MICHAEL JAMES
75282F	STEPHENS	KATHERINE DANIELLE
69882F	STEVEN	CAITLIN ELIZABETH
73066W	STONE	JORDAN ALEXANDER
46741T	SWARTZ	MICHAEL ROBERT
23908R	TARSHIS	DEBORAH SUSAN
67958N	TERESHYN	CHRISTINA LAUREN
75291D	THAVARAJ	KARTIGA JUNE
68920F	THEEUWEN	KAYLA RAE
29712G	THOMPSON	DAVID ROSS
19015L	TZEKAS	CHRISTOPHER JAMES
45008F	VERMETTE	MARIE-ANDREE
37375G	WALWYN	FRANK EDOUARD
17210M	WARREN	ROBERT BROOKS
53000W	WILBEE	ALEXANDRA CAROLINE JULIANE
27558C	WILKINSON	JOHN BERTIE ALTHOUSE
44997P	WONG	DANIEL FRANK
62078N	WONG	THOMAS
32516J	WONG	VICKIE SUE

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75760V	WONG	VICTOR JOHN
65779S	YUN	SARAH HISUN
63921P	ZALAR	TATJANA ELENA
11680C	ROSS	NORMAN WILLIAM CALDWELL
10394W	WAKIM	ARTHUR SAMUEL

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Number of LAWYERS practising in the firm: 103

## LAW FIRM's Coverage Options

**7. DEDUCTIBLE Option:**

\$25,000 DEDUCTIBLE applicable to claim expenses, indemnity payments, and/or costs of repairs together

**8. Innocent Party Coverage sublimit:**

\$250,000 per claim/aggregate

**9. Restricted Area of Practice Option: Criminal and/or Immigration Law:**

No

**10. Real Estate Practice Coverage Option:**

Yes

Number of LAWYERS who have REAL ESTATE practice option: 36

## LAW FIRM's Premium Payment Options

**11. Third-party payor authorization:**

The LAWYERS' 2019 insurance premium will be paid by a third party, other than another LAWYER or PARALEGAL PARTNER OR SHAREHOLDER in the LAW FIRM, the LAW FIRM itself, or a management or other company of the LAW FIRM:  
No

If the LAWYERS' 2019 insurance premiums will be paid by a third party as described above, the undersigned LAWYER agrees to obtain the consent of the third party authorizing the transaction and providing for the use and disclosure of personal information in accordance with privacy legislation that came into effect on January 1, 2004.

This third party authorization will apply to future policy years, unless LAWPRO is advised in writing otherwise.

**12. Instalment Option:**

Lump sum payment by cheque, dated and received by February 6, 2019 (eligible for \$50 plus PST per LAWYER discount).

**16. Mail/fax your premium payment information:**

No

**17. 2019 Invoicing Information:**

I prefer to receive our law firm's 2019 insurance premium invoice by mail.

## CLAIM(S) & POTENTIAL CLAIM(S)

- 18.** All members and employees of your LAW FIRM should be canvassed to determine if any member or employee of the LAW FIRM is aware of any CLAIM(S) or POTENTIAL CLAIM(S) of which LAWPRO has not been notified under the Law Society of Ontario program.

Other than CLAIM(S) and POTENTIAL CLAIM(S) of which LAWPRO has been notified under the Law Society of Ontario program, is any present member or employee of the LAW FIRM aware of any CLAIM(S) or POTENTIAL CLAIM(S) that has (have) been or may be made against the LAW FIRM or against any other on whose behalf this Application is submitted?

No

## Filer Information

19. **Name, Phone and E-mail:** (this information may be shared with the LAWYER(s) on whose behalf you are filing.)

Name: Michael Statham

Phone: 416-947-5023

E-mail: mstatham@weirfoulds.com

Your Comments and/or Suggestions: IMPORTANT ACCOMPANYING NOTE TO THE RESPONSE TO ITEM 18 ABOVE: WeirFoulds' response to item 18 of this Application, on behalf of all of the firm's lawyers, is "No". In giving this response, WeirFoulds relies on LawPRO's "Statement on the Milne Estate decision" circulated to the profession by email on October 12, 2018 ("LawPRO Statement"). The LawPRO Statement provides, among other things, that "[w]e are not inviting lawyers to provide notice of a claim to LawPRO at this time, unless the circumstances of the matter indicate a potential claim (e.g. you are unable to contact the client, client has capacity issues, etc.)." WeirFoulds is investigating which of the firm's clients may be impacted by the Milne Estate decision. At this point, WeirFoulds is not aware of any matter, as described in the LawPRO Statement, for which the circumstances indicate a potential claim.

A confirmation email will be sent to mstatham@weirfoulds.com upon submission.

## Firm Summary Warranty & Signature

This Declaration shall constitute and form part of the 2019 Application Form for LAWPRO Professional Liability Insurance filed on behalf of each LAWYER in the Law Firm listed in the Member List.

It is understood, warranted and acknowledged that the undersigned LAWYER is authorized to act as agent for the purposes of this insurance on behalf of each of the LAWYERS. The LAWYERS each warrant and acknowledge that the information provided with this Application Form:

- is true and complete, or where estimates are required, that such estimates are reasonable;
- will be relied on by LAWPRO in assessing risk, in offering any terms of insurance and in issuing any policy of insurance;
- will be the basis of and form part of any resulting policy of insurance; and
- the information and options selected on this form should apply for 2019.

LAWYERS not currently carrying LAWPRO professional liability insurance coverage each acknowledge having read the LAWPRO Personal Information Statement for Ontario LAWYERS and PARALEGALS (LICENSEES) (which forms part of this Application Form). The LAWYERS consent to the collection, use and disclosure of personal information in any optional program(s) for which the LAWYERS choose to apply or are to be named as an INSURED/s in, now or in future policy years, in accordance with that Statement.

The LAWYERS each acknowledge his/her own on-going duty, through to the date of policy inception, to advise LAWPRO in writing of any material changes with respect to their practice circumstances.

☒ **Please check this box to evidence your signature for the Warranty Declaration above.**

*If you wish to make a further change or correction, click on the appropriate Tab at the top of this form to return to the relevant section of the application. Then Review the application again.*

*Once you have reviewed your completed form and are satisfied that no additional changes need to be made, proceed as follows:*

- *Print a copy of the Application for your records, using the print function in your browser.*
- *If you selected credit card as the payment option, see next section below to complete the submission of this form. Otherwise, click on the 'Submit' button below to e-file your firm application.*
- *You will automatically be provided with a confirmation number once you have submitted your form, to verify that you have successfully completed the e-filing process. Record your confirmation number with your printed application.*

**Submit**

For more information about this form, please contact LAWPRO Customer Service at: 1-800-410-1013, or (416) 598-5899 in Toronto or via e-mail at [service@lawpro.ca](mailto:service@lawpro.ca).

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