



Canadian Lawyers Liability Assurance Society
2020/2021 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): Davies Ward Phillips & Vineberg LLP

2. Address of principal office: 155 Wellington Street West
Toronto, ON M5V 3J7

Phone: (416) 863-0900 Fax: (416) 863-0871

3. Address, phone and fax numbers of other office(s):
See attached schedule A

4. Management or service companies, date(s) established and services provided:

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.

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, 2020:

- 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	_____	%	20	%
b) Criminal Law	_____	%	0	%
c) Family Law	_____	%	0	%
d) Intellectual Property	_____	%	0	%
e) Labour Law	_____	%	0	%
f) Litigation	_____	%	20	%
g) Real Estate	_____	%	18	%
h) Securities Law	_____	%	20	%
i) Tax Matters	_____	%	10	%
j) Wills, Estates, Trust	_____	%	2	%
k) Other (please specify)	_____	%	10	%

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:

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, 2019. 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. **However, updates thus reported are not considered official notice of claim to CLLAS.**

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).

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

☐ yes ☐ no

If "yes", please indicate preferred limit option:

<input type="checkbox"/> \$10M xs \$160M	<input type="checkbox"/> \$20M xs \$160M
<input type="checkbox"/> \$30M xs \$160M	<input type="checkbox"/> \$40M xs \$160M
<input type="checkbox"/> \$50M xs \$160M	<input type="checkbox"/> \$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: _____

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

Date: _____

APPENDIX A

Predecessor Firms

Name of Firm

Davies Ward Phillips & Vineberg LLP

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.

[illegible]

APPENDIX B

Active Members of the Firm as of 01-Mar-20

Name of Firm

Davies Ward Phillips & Vineberg LLP

Updated as of (Enter Date):

March 1, 2020

	CANADA					
	<u>B.C.</u>	<u>Alberta</u>	<u>Ontario</u>	<u>Quebec</u>	<u>Nova Scotia</u>	<u>Other Provinces</u> (Please specify, change heading)
a) No. of Lawyers ^{/1}			97	82		
b) No. of Patent & Trademark Agents ^{/2}						
c) No. of Non-lawyer Consultants ^{/3}						
d) No. of Paralegals			19	19		
e) No. of Other Employees			205	131		
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 ^{/4}			49	17		

OUTSIDE OF CANADA ^{/5}				
<u>U.S.</u>	<u>China</u>	<u>South Africa</u>	<u>Other Countries</u> (Please specify, change heading)	<u>Other Countries</u> (Please specify, change heading)
13				
2				
11				

/1 Including partners, employed lawyers, counsels/of counsels and lawyer consultants

/2 These are not lawyers.

/3 Please complete Appendix C if individuals are reported under this category

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

/5 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 provide full particulars such as percentage of practice other than Law.

ATTACHMENT TO APPENDIX B

a) Number of Lawyers

Lawyer Name		Office	Year of Call	Year Joined the Firm
UNIT PARTNERS (31)				
Neal H.	Armstrong	Toronto	1984	1984
Frank S.A.	Arnone	Toronto	2002A	2002
Anita	Banicevic	Toronto	2000	2000
Jessica	Bullock	Toronto	2008 ON; '03AB	2013
Andrew	Carlson	Toronto	2010	2010
Julie	Colden	Toronto	1997	2019
Chantelle	Cseh (Spagnola)	Toronto	2011	2011
James	Dinning	Toronto	2008	2008
Sandra A.	Forbes	Toronto	1992	1992
Richard	Fridman	Toronto	2002B ON; '97 QC; '00 NY	2002
Mark C.	Katz	Toronto	1989	1999
Elisa K.	Kearney	Toronto	2004; '10 NY	2004
Maureen	Littlejohn	Toronto	2009	2009
Natasha	MacParland	Toronto	1999	2005
Steven	Martin	Toronto	2001	2001
Matthew	Milne-Smith	Toronto	2001 ON; '00 NY	2001
Robert S.	Murphy	Toronto	1999	1999
Dale	Osadchuk	Toronto	2003	2003
Carol D.	Pennycook	Toronto	1985 ON '81 ALTA	1986
Alexandria J.	Pike	Toronto	1995	2001
Sarah V.	Powell	Toronto	1993	1996
Jennifer	Prieto	Toronto	2011	2011
David	Reiner	Toronto	2008	2008
Natalie	Renner	Toronto	2008	2008
Derek	Ricci	Toronto	2006	2006
Cameron M.	Rusaw	Toronto	1990	1990
Luis	Sarabia	Toronto	1995	2002
Robin B.	Schwill	Toronto	1996	2007
Gregory	Southam	Toronto	1998	1998
Patrice	Thomas	Toronto	2005	2008
Charles	Tingley	Toronto	2002	2012
NON UNIT PARTNERS (13)				
Robert T.	Bauer	Toronto	1976	1985
Michael	Disney	Toronto	1980	1980
Andrew	Ellis	Toronto	2013	2013
Mark	Firman	Toronto	2009	2019
Ivana	Gotzeva	Toronto	2002	2002
Ioana	Hancas	Toronto	2011	2011
Melanie	Koszegi	Toronto	2001	2006
Peter	Martorelli	Toronto	2012	2012
Daniel	Pearlman	Toronto	2012	2015
Zain	Rizvi	Toronto	2013	2013
Jared	Solinger	Toronto	2012	2012
Jason	Stapley	Toronto	2013	2013
David	White	Toronto	2000	2000

ASSOCIATES (41)				
Abrahamson	Ryan	Toronto	2013	2018
Stuart	Berger	Toronto	2017	2017
Jonathan	Bilyk	Toronto	2016	2016
Adam	Birnbaum	Toronto	2019	2019
Katrina	Brazzell	Toronto	2019	2019
Devon	Comstock	Toronto	2013	2013
Stephen	Dalby	Toronto	2018	2019
Eytan	Dishy	Toronto	2018	2018
Sarah	Elharrar	Toronto	2016	2016
Sandrine	Emmanuel	Toronto	2018	2018
Brittany	Finn	Toronto	2016	2018
Jaimie	Franks	Toronto	2017	2017
Rui	Gao	Toronto	2018	2018
Russell	Hall	Toronto	2018	2018
Simon	Kaplan	Toronto	2017	2017
Rachael	Lee	Toronto	2017	2017
Chenyang	Li	Toronto	2017	2018
Anne	Madden	Toronto	2016	2016
Alysha	Manji-Knight	Toronto	2014	2014
Alisa	McMaster	Toronto	2019	2019
Andrew	Mihalik	Toronto	2017	2017
Ha	Nguyen	Toronto	2017	2017
Robert	Nicholls	Toronto	2018	2019
Maura	O'Sullivan	Toronto	2019	2019
Patrick	Pang	Toronto	2019	2019
Dajena	Pechersky	Toronto	2018	2018
Megan	Percy	Toronto	2019	2019
Daniel	Peterson	Toronto	2013	2013
Marc	Pontone	Toronto	2016	2016
Michael	Rafalovich	Toronto	2019	2019
Matthew	Sherman	Toronto	2018	2018
Ghaith	Sibai	Toronto	2017	2017
Zachary	Silver	Toronto	2013	2018
Kristine	Spence	Toronto	2014	2017
Veronika	Stefanski	Toronto	2018	2018
Angela	Susac	Toronto	2016	2016
Mathieu	Taschereau	Toronto	2019	2019
Emily	Uza	Toronto	2015	2015
Avani	Verma	Toronto	2019 (India '14)	2019
Todd	Wierenga	Toronto	2018	2018
Ryan	Wolfe	Toronto	2019	2019
COUNSEL (8)				
George N	Addy	Toronto	1979 ON; '99 ALTA	2002
David A.	Brown	Toronto	1968	2005
I. Berl	Nadler	Toronto	1977	1980
Ray	Rubin	Toronto	1992	2013
Arthur	Shiff	Toronto	1977	1977
Jay A.	Swartz	Toronto	1975	1975
Geoffrey S.	Turner	Toronto	1993	1993
Melissa	Uster	Toronto	2010	2019

AFFILIATED LAWYERS (3)				
Stephanie	Ben-Ishai	Toronto	2002	2010
John	McCamus	Toronto	1973	2000
Poonam	Puri	Toronto	1999	2014
CLERKS (19)				
Nora	Agnew	Toronto	Corporate	
Kerrie	Atkins	Toronto	Competition	
Tanya	Barbiero	Toronto	Litigation	
Stephanie	Bianco	Toronto	Litigation	
Debra	Bilous	Toronto	Litigation	
Geoff	Chapman	Toronto	Corporate	
Nancy	Cohen	Toronto	Securities	
Susan	Ebadi	Toronto	Corporate	
Debbie	Elmhirst	Toronto	Environmental	
Julia	Fetila	Toronto	Litigation	
Wendy	Gray	Toronto	Corporate	
Jenny	Hughes	Toronto	Estates	
Lisa	Hughes	Toronto	Asset Searches	
Donna	Jacobs	Toronto	Corporate	
Corinne	Lester	Toronto	Competition	
Bev	Liske	Toronto	Corporate	
Cathy	Lo Presti	Toronto	Real Estate	
Nelly	Mior	Toronto	Corporate	
Tracey	O'Rahilly	Toronto	Litigation	

ATTACHMENT TO APPENDIX B

a) Number of Lawyers

Lawyer Name		Office	Year of Call	Year Joined the Firm
UNIT PARTNERS (25)				
Anthony	Arquin	Montreal	2006	2006
Élise	Beauregard	Montreal	2009	2009
Marie-Claude	Bellemare	Montreal	2001	2017
Elias	Benhamou	Montreal	1989	1988
Brian	Bloom	Montreal	1992 QC; '98 ON	2000
Marc-André	Boutin	Montreal	1998	1996
Cara	Cameron	Montreal	2002 QC; '03 ON	2002
Olivier	Désilets	Montreal	1998	2001
Denis	Ferland	Montreal	1984	1996
Fotini	Gagaoudakis	Montreal	2010	2010
Michel	Gelinas	Montreal	1992	2018
Julie	Girard	Montreal	2005	2017
Nathalie	Goyette	Montreal	1990	2019
Jean-Philippe	Groleau	Montreal	2004	2009
Joseph	Jarjour	Montreal	1999	1998
Philippe	Johnson	Montreal	1999	1997
Michael N.	Kandev	Montreal	2003 QC; '02 ON	2002
Christian	Lachance	Montreal	2005	2005
John	Lennard	Montreal	2011	2011
Nicolas	Morin	Montreal	2005	2014
Mylène	Nadeau	Montreal	2010	2010
Nick	Rodrigo	Montreal	1999 QC; '01 ON	1996
William	Rosenberg	Montreal	1989	2017
Sébastien	Roy	Montreal	2003	2003
Florence	Simard	Montreal	2011	2011
NON UNIT PARTNERS (8)				
Lucien	Bouchard	Montreal	1964	2001
Laurence	Detière	Montreal	1998	1996
Marc André	Gaudreau Duval	Montreal	2013	2017
Marie-Andrée	Latreille	Montreal	1983	1988
Gabriel	Lavery Lepage	Montreal	2011	2011
Peter	Mendell	Montreal	1969	1969
Élisabeth	Robichaud	Montreal	2011	2017
Robert S.	Vineberg	Montreal	1968	1967
ASSOCIATES (42)				
Reuben	Abitbol	Montreal	2015	2016
Fanny	Albrecht	Montreal	2014 '13 Paris	2015
Benoit	Archambault	Montreal	1993	2003
Anna	Baghramyan	Montreal	2017	2019
Florence	Bienvenu	Montreal	2018	2018
Jesse	Boretsky	Montreal	2017 ON; NY '16	2019
Brigitte	Brathwaite	Montreal	1996	2001
Guillaume	Charlebois	Montreal	2018	2017
Sammy	Cheaib	Montreal	2019	2019
Chloé	D'Astous	Montreal	2013	2019

Amélie	Doyon	Montreal	2019	2019
Andrea	Dupuis	Montreal	2014	2014
Élodie	Fon	Montreal	2018	2018
Jonathan	Godin	Montreal	2019	2019
Shayna	Goldman	Montreal	2015	2015
Sarah	Gorguos	Montreal	2016	2016
Matthias	Heilke	Montreal	2017	2017
Ariane	Hunter-Meunier	Montreal	2019	2019
Olivia	Khazam	Montreal	2015	2015
Julia	Knafo	Montreal		2019
Talya	Kornitzer	Montreal	2019	2019
Patrice	Labonté	Montreal	2018	2018
Faiz	Lalani	Montreal	2016 ('15 NO)	2017
Patrick	Lantoin	Montreal	2018	2018
Charles	Larose-Jodoin	Montreal	2018	2018
Antoine	Le Bihan	Montreal	2018	2018
Joseph-Anaël	Lemieux	Montreal	2017	2017
Tyson	Lowrie	Montreal	2019	2019
Jessica	Major	Montreal	2016	2015
Pascale	Nguyen	Montreal	2018	2018
Vanessa	Pendenza	Montreal	2015	2015
Agnès	Pignoly	Montreal	2013	2013
Nathalie	Proulx	Montreal	2004	2008
Guillaume	Renaud	Montreal		2019
Sylvie	Samson	Montreal	2014(ON '14)	2014
Jean	Teboul	Montreal	2015	2015
Hannah	Toledano	Montreal	2017	2017
James	Trougakos	Montreal	2019	2020
Geneviève	Trudeau	Montreal	2017	2017
Anne-Sophie	Villeneuve	Montreal	2016	2016
Dov	Whitman	Montreal	2016	2014
Alyssa	Wiseman	Montreal	2016	2016

COUNSEL (6)

Maurice	Arsenault	Montreal	1977 QC	2019
Nathan	Boidman	Montreal	1981	1982
Morris	Fish	Montreal	1964	2014
Samuel	Minzberg	Montreal	1975	2003
Alain	Roberge	Montreal	1987	2002
Pierre-André	Themens	Montreal	1977	1976

CLERKS (19)

Bian	Hiaoyan	Montreal	Corporate
Anne	Boissé	Montreal	Corporate
Nathalie	Chee Hin Sam	Montreal	Corporate
Jennifer	Chung	Montreal	Corporate
Tina	Brin Clément	Montreal	
Wendy	Curran	Montreal	Estates
Josée	Dansereau	Montreal	Corporate – SEDAR
Tina	De Petrillo	Montreal	Corporate
Toni	Gelfusa	Montreal	Real Estate
Suzie	Lambert	Montreal	Real Estate
Josiane	Laparé	Montreal	Corporate
Lyne	Lavigueur	Montreal	Corporate

Manon	Lévesque	Montreal	Corporate
Johanne	Lopez	Montreal	Litigation
Maria	Mendez de Lopez	Montreal	Environmental
Linda	Pagé	Montreal	Corporate
Sabrina	Pepponi	Montreal	Corporate
Marie-Claude	Ross	Montreal	Corporate
Catia	Veglia	Montreal	Corporate

ATTACHMENT TO APPENDIX B

a) Number of Lawyers

Lawyer Name		Office	Year of Call	Year Joined the Firm
UNIT PARTNERS (6)				
Gregg	Benson	New York	2001	2016
Peter	Glicklich	New York	1982 NY; '83 US Tax Ct.	2003
Steven H.	Levin	New York	1978 DC; '79 MA; '85 NY	1984
Jeffrey	Nadler	New York	1995 ON; '98 NY; '09 Israel	2010
Paul	Watkins	New York	2009	2009
Chaim	Zelinger	New York	2005 NJ; '06NY	2014
NON UNIT PARTNERS (3)				
Marc A.	Berger	New York	1995 NY & NJ	1996
Harry	Heching	New York	1979	2002
Nir	Servatka	New York	2013 NY; '09 Israel	2013
ASSOCIATES (4)				
Shahar	Gonen	New York	2018	2018
Bob	Hu	New York	2018	2017
O'Brien	Matthew	New York		2019
Matea	Scepanovic	New York		2019
COUNSEL (1)				
Heath	Martin	New York	2007 NY; 03 MA	

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.

Lawyer Name (49)	Professional Corporation
Alexander, Anthony	Anthony Alexander Professional Corporation
Anderson, Christopher	Christopher Allan Anderson Professional Corporation
Atkinson, Aaron	Aaron Atkinson Professional Corporation
Baron, Timothy Alfred	A Timothy Baron Professional Corporation
Barry, Patrick Gerald	Patrick G. Barry Professional Corporation
Basra, Sarbjit Singh	S.S. Basra Professional Corporation
Bodrug, John David	John D. Bodrug Professional Corporation
Buchner, William E.	William E. Buchner Professional Corporation
Burke, Andrea Louise	Andrea Louise Burke Professional Corporation
Comeau, Gilles	Gilles R. Comeau Professional Corporation
Crosbie, Robert Ian	R. Ian Crosbie Professional Corporation
Cutler, Steven	SJ Cutler Professional Corporation
Ford, Sharon	Sharon R. Ford Professional Corporation
Frankel, Steven G.	Steven G. Frankel Professional Corporation
Goldlist, Albert Gerold	A. Gerold Goldlist Professional Corporation
Greenspoon, Kevin	Kevin Greenspoon Professional Corporation
Grossklaus, Jennifer Lilliane	Jennifer Grossklaus Professional Corporation
Harris, Steven Michael	Steven M. Harris Professional Corporation
Hill, Cynthia	Cynthia Hill Professional Corporation
Howard, Gregory James	Gregory J. Howard Professional Corporation
Hyman, Scott Richard	Scott R. Hyman Professional Corporation
Jamison, Brooke	Brooke Jamison Professional Corporation
Kuretzky, Joshua	Joshua H. Kuretzky Professional Corporation
Lamarre, Paul Anthony	Paul A. Lamarre Professional Corporation
Lombardi, Gabriella	Gabriella Lombardi Professional Corporation
Longhurst, Jennifer	Jennifer Longhurst Professional Corporation
Lubetsky, Michael	Michael H. Lubetsky Professional Corporation
McReynolds, Donald Shawn	D S McReynolds Professional Corporation
Mercier, Vincent Alonzo	Vincent A. Mercier Professional Corporation
Mielcarek, Pawel	Paul Mielcarek Professional Corporation
Olasker, Patricia	Patricia Olasker Professional Corporation
Rawle, Geoffrey	Geoffrey Rawle Professional Corporation
Roth, Elie Shmaya	E.S. Roth Professional Corporation
Ruby, Stephen	S.S. Ruby Professional Corporation
Scoler, Joel M.	JM Scoler Professional Corporation
Seifred, Brett	Brett A. Seifred Professional Corporation
Shiff, Arthur Seymour	Arthur Shiff Professional Corporation
Shishler, Melanie Ann	Melanie Shishler Professional Corporation
Sood, Jitendra K.	Jitendra K. Sood Professional Corporation
Spadaro, Anthony	Anthony Spadaro Professional Corporation
Stacey, Gillian Ruth	GR Stacey Professional Corporation
Thomson, Kent E.	Kent E. Thomson Professional Corporation
Ulmer, John Michael	John J. Ulmer Professional Corporation
Upshall, Robin	Robin R. Upshall Professional Corporation
Vesey, Derek Richard Gabor	Derek Vesey Professional Corporation
Willard, Steven	Steven Willard Professional Corporation
Williams, Nicholas	Nicholas C. Williams Professional Corporation
Wilson, David T.H.	David T.H. Wilson Professional Corporation
Youdan, Timothy	Timothy Youdan Professional Corporation

Montreal (17)	
Brock, William	William Brock Professional Corporation Inc.
Cherney, Richard D.	Richard D. Cherney Professional Corporation Inc.
DuPont, Guy	Guy Du Pont Professional Corporation
Gaumont-Carignan, Véronique	Véronique Gaumont-Carignan Professional Corporation Inc.
Greenstone, Elliot A.	Elliot A. Greenstone Professional Corporation Inc.
Kujavsky, Brian	Brian Kujavsky Professional Corporation Inc.
Moubayed, Léon	Léon Moubayed Professional Corporation Inc.
O'Neill, Louis-Martin	Louis-Martin O'Neill Professional Corporation Inc.
Patry, Louise	Louise Patry Professional Corporation Inc.
Pollack, George	George Pollack Professional Corporation Inc.
Rosen, Hillel W.	Hillel W. Rosen Professional Corporation Inc.
Rudick, Rhonda	Rhonda Rudick Professional Corporation Inc.
Ruf, Franziska J.	Franziska J. Ruf Professional Corporation Inc.
Thériault, Sébastien	Sébastien Thériault Professional Corporation Inc.
Vaillancourt, Marie-Emmanuelle	Marie-Emmanuelle Vaillancourt Professional Corporation Inc.
Vineberg, Justin D.	Justin D. Vineberg Professional Corporation Inc.
Wolfensohn , Dan	Dan Wolfensohn Professional Corporation Inc.

APPENDIX C

**Active Non-Lawyer Consultants Of The Firm As Of 01-Mar-20
(Excluding Patent & Trademark Agents)**

Name of Firm

Davies Ward Phillips & Vineberg LLP

Updated as of (Enter Date):

March 1, 2020

SECTION A

[illegible]

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

/2 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.

APPENDIX C

Active Non-Lawyer Consultants Of The Firm As Of 01-Mar-20
(Excluding Patent & Trademark Agents)

Name of Firm

Davies Ward Phillips & Vineberg LLP

Updated as of (Enter Date):

March 1, 2020

SECTION B

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

Type of Exposure:	Professional Liability Insurance
Insurance Carrier:	
Policy Number:	
Period of Insurance:	
Retroactive Date:	
Limit (Per Claim):	
Limit (Aggregate):	

Type of Exposure:	
Insurance Carrier:	
Policy Number:	
Period of Insurance:	
Retroactive Date:	
Limit (Per Claim):	
Limit (Aggregate):	

APPENDIX D

"Associated Firms" and "Umbrella Firms"

Name of Firm

Davies Ward Phillips & Vineberg LLP

1	The Named Insured under the CLLAS policies prior to February 1, 2001 was Davies, Ward & Beck LLP.
2	On February 1, 2001, Davies, Ward & Beck LLP merged with Goodman Phillips & Vineberg of Montreal. Effective the same day, the Named Insured was amended to Davies Ward Phillips and Vineberg LLP. The firm has additional Named Insureds as follows:
	Davies Ward Phillips & Vineberg LLP (an Ontario partnership)
	Davies Ward Phillips & Vineberg S.E.N.C.R.L., s.r.l.
	Davies Ward Phillips & Vineberg s.r.l.
	Davies Ward Phillips & Vineberg LLP (a New York partnership)
	Davies Ward Phillips & Vineberg
	Davies, Ward & Beck LLP
	Davies Ward & Beck
	DWB Services Limited Partnership (Toronto Service Company)
	DWPV Services Limited Partnership (Toronto Service Company)
	DWB Management Limited (Toronto Service Company)
	DWPV Management Limited (Toronto Service Company)
	Davies Ward & Beck Foundation (Toronto based charitable foundation)
	Davies Ward Phillips & Vineberg Foundation (Toronto based charitable foundation)
	DWB Management Services Inc. (General partner of DWB Services Limited Partnership)
	DWPV Management Services Inc. (General partner of DWPV Services Limited Partnership)
	Goodman Phillips & Vineberg G.P.
	Goodman Phillips & Vineberg S.E.N.C.
	Phillips & Vineberg
	Phillips & Vineberg, G.P.
	Phillips & Vineberg S.E.N.C.
	Phillips & Vineberg SA
	Phillips & Vineberg Suisse
	Goodman Phillips & Vineberg (a Quebec partnership)

	Goodman Phillips & Vineberg (a partnership operating in Beijing, PRC)
	Goodman Phillips & Vineberg (a New York partnership)
	Goodman Freeman Phillips & Vineberg (a Quebec partnership)
	GP&V Management Limited Partnership (Montreal Service Company)
	DWPV (Québec) Management L.P.
	Services GP&V Management Limited Partnership (Montreal Service Company)
	Services DWPV (Québec) S.E.C.
	Services GP&V SEC (Montreal Service Company)
	Société en Commandite Services GP&V (Montreal Service Company)
	GP&V Management Inc.
	DWPV (Québec) Management Inc.
	Gestion GP&V Inc. (General Partner of GP&V Management Limited Partnership)
	Gestion DWPV (Québec) Inc.
	P&V Management Ltd.
	Gestion P&V Ltée
	GP&V Foundation Inc. (Montreal based charitable foundation)
	DWPV (Québec) Foundation Inc.
	Foundation GP&V Inc. (Montreal based charitable foundation)
	Fondation DWPV (Québec) Inc.
	Obsjac Services Ltd.
	Services Obsjac Ltée
	Narbo Investment Corp. (nominee company used by Montreal office for certain confidential matters)
	Coverage in respect of the above entities and related Insureds will extend to any liability they may have relating to the activities (i) prior to July 1, 2010, of Reinhart Marville Torre, a French law firm, previously operating as Davies Ward Phillips & Vineberg and, prior to February 1, 2001, as Goodman Phillips & Vineberg, (ii) prior to February 1, 2001, of Fong & Ng, (iii) prior to February 1, 2001, of Goodmans LLP and its predecessors, Goodman Phillips & Vineberg LLP, Goodman Phillips & Vineberg and Goodman & Goodman, all Ontario partnerships, (iv) of Goodman Phillips & Vineberg, the International Partnership, for the purposes of operating offices in Beijing, Hong Kong, New York, Paris, Singapore and Vancouver, (v) of Goodman Phillips & Vineberg, the national affiliation, (vi) of Goodman Phillips & Vineberg, the New York partnership, (vii) of Goodman Phillips & Vineberg, the Hong Kong partnership, (viii) of Goodman Phillips & Vineberg, the partnership operating in Beijing, PRC, (ix) of Goodman Phillips & Vineberg, the partnership operating in Vancouver and (x) of Goodman Phillips & Vineberg, the partnership operating in Singapore.
3	Goodman Phillips & Vineberg of Montreal and Goodman Phillips & Vineberg of Toronto had an international partnership known as Goodman Phillips & Vineberg. The international partnership maintained offices in Vancouver, New York, Paris, Singapore, Hong Kong and Beijing.
4	The international partnership dissolved on February 1, 2001 when Goodman Phillips & Vineberg of Montreal merged with Davies, Ward & Beck LLP.
5	On February 1, 2001, Davies Ward Phillips & Vineberg LLP took over the New York and Beijing offices of the international partnership and now has offices in Toronto, Montreal, New York. The Beijing office was closed at the end of 2004.

6	The Firm does not have an Associated Firm Endorsement. Instead, the exposures are handled through the endorsement listing additional Named Insureds.

APPENDIX E

Professional Services Provided Relating to Non-Canadian Law & Professional Services Provided In the U.S. & Outside of Canada

Name of Firm

Updated as of (Enter Date):

Davies Ward Phillips & Vineberg 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.

[illegible]

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.

[illegible]

For lawyers practicing both Canadian and Non-Canadian Law, please provide a split between Canadian and Non-Canadian. Note that in cases where a split is not available, a 50% 50% split will be assumed.

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.

[illegible]

APPENDIX E

Professional Services Provided Relating to Non-Canadian Law & Professional Services Provided In the U.S. & Outside of Canada

Name of Firm

Updated as of (Enter Date):

Davies Ward Phillips & Vineberg LLP

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 Insurance
Insurance Carrier:	Please see attached
Policy Number:	B0507NM1900007
Period of Insurance:	July 1, 2019 to July 1, 2020
Retroactive Date:	
Limit (Per Claim):	\$30,000,000 US
Limit (Aggregate):	\$30,000,000 US

Type of Exposure:	
Insurance Carrier:	
Policy Number:	
Period of Insurance:	
Retroactive Date:	
Limit (Per Claim):	
Limit (Aggregate):	

Type of Exposure:	
Insurance Carrier:	
Policy Number:	
Period of Insurance:	
Retroactive Date:	
Limit (Per Claim):	
Limit (Aggregate):	

Type of Exposure:	
Insurance Carrier:	
Policy Number:	
Period of Insurance:	
Retroactive Date:	
Limit (Per Claim):	
Limit (Aggregate):	

RISK DETAILS

TYPE: Lawyers Professional Liability Insurance

INSURED: Davies Ward Phillips & Vineberg (a New York partnership)

INSURED'S ADDRESS: 900 Third Avenue
24th Floor
New York
NY 10022
U.S.A.

PERIOD: From: 01 July, 2019
To: 01 July, 2020
Both dates at 12:01 a.m. at the Insured's Address

INTEREST: As per policy wording attached

LIMIT OF LIABILITY: USD30,000,000 each Claim and in the aggregate, including Defense Costs

RETENTION: USD200,000 per Claim for U.S. work, including Defense Costs

CONDITIONS: As per policy wording and endorsements attached, including but not limited to:

- (1) Amendatory Endorsement No. 1, as attached
- (2) CLLAS Compatible and Allocation Endorsement, as attached
- (3) NMA1256 – Nuclear Incident Exclusion Clause – Liability – Direct (Broad) – U.S.A., as attached
- (4) NMA1477 – Radioactive Contamination Exclusion Clause – Liability – Direct – (U.S.A.), as attached
- (5) NMA2918 – War and Terrorism Exclusion Endorsement, as attached
- (6) NMA1998 – Service of Suite Clause (U.S.A.), as attached naming Mendes & Mount LLP, New York

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 the cover.

CHOICE OF LAW & JURISDICTION: This Contract shall be governed by the laws of the Province of Ontario and the Insurers and the Insured agree to submit to the jurisdiction of the courts of the Province of Ontario in the event of any dispute concerning the interpretation or enforcement of this Contract.

PREMIUM: USD141,979

PREMIUM PAYMENT TERMS: As per Premium Payment Clause (LSW 3001) attached - 60 days

TAXES PAYABLE BY INSURED AND ADMINISTERED

BY INSURER(S): None

**RECORDING,
TRANSMITTING
& STORING
INFORMATION:**

Where the Broker maintains risk and claim data / information / documents the Broker may hold data / information / documents electronically.

**INSURER
CONTRACT
DOCUMENTATION:**

This document details the contractual between the contracting parties and constitutes the contractual documentation.

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

**NOTICE OF
CANCELLATION
PROVISIONS:**

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 Slip Leader is authorised to issue such notice on behalf of all participating (re)insurers; and (optionally)
- Any (re)insurer may issue such notice in respect of its own participation.

INFORMATION

The following information was provided to insurer(s) to support the assessment of the risk at the time of underwriting and held on file by Price Forbes and Partners Limited, including but not limited to:

- (1) CLLAS International Renewal Submission 2019 (63 pages)
- (2) No Known Claims Statement signed and dated 24 June, 2019 (1 page)

PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only 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.

LSW3001
September 2008

SECURITY DETAILS

LMA3333

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.

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.

LMA3333
21 June 2007

ORDER HEREON: 17% 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 (re)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 (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement

**MODE OF EXECUTION
CLAUSE**

This contract and any changes to it may be executed by:

- a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;
- b. a unique authorisation provided via a secure electronic trading platform
- c. a timed and dated authorisation provided via an electronic message/system;
- d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
- e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

WRITTEN LINES

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the slip leader.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

SUBSCRIPTION AGREEMENT

SLIP LEADER: Lloyd's Syndicate 4000 (PEM)

**BASIS OF AGREEMENT
TO CONTRACT
CHANGES:**

Wording and endorsements and any amendments thereto to be agreed by the Contract Leader only.

Automatic extension of premium payment warranty / condition to apply to each payment due date or instalment due date of up to 15 days, without Insurers' agreement (binding on all Insurers hereon) and the terms of the Settlement Due Date hereon are deemed similarly extended.

**BASIS OF CLAIMS
AGREEMENT:**

Claims to be managed in accordance with the Lloyd's Claims Scheme (Combined), or as amended or any successor thereto.

**CLAIMS AGREEMENT
PARTIES:**

The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate.

The second Lloyd's Syndicate is Lloyd's Syndicate 1861 (ATL)

**CLAIMS
ADMINISTRATION:**

Current XIS/XCS claims procedures where applicable . Broker to enter claim advices into CLASS

**RULES AND EXTENT OF
ANY OTHER DELEGATED
CLAIMS AUTHORITY:**

None.

**EXPERT(S) FEES
COLLECTION:**

Price Forbes & Partners Limited to collect fees.

**SETTLEMENT
DUE DATE:**

04 September, 2019

If the Settlement Due Date falls within a weekend or on a bank holiday, such Settlement Due Date is automatically extended to the next working day.

**BUREAU
ARRANGEMENTS:**

Price Forbes & Partners to present de-linked signings to Xchanging Ins-Sure Services Ltd where possible.

Premium Processing Clause

Where the premium is to be paid through Xchanging **Ins-sure Services (XIS)**, payment to (Re)Insurers will be deemed to occur on the day that a delinked premium is released for settlement by the Appointed Broker or in the case of non-delinked premiums, on the day that the error-free Premium Advice Note (PAN) is submitted to XIS.

Where premiums are to be paid by instalments under the Deferred Account Scheme, and the Appointed Broker does not receive the premium in time to comply with the agreed settlement date for the second or subsequent instalment, the Appointed Broker, if electing to suspend the automatic debiting of the relevant deferred instalment, shall advise the Slip Leader in writing and instruct XIS accordingly. XIS shall then notify (Re)Insurers. Payment to any entity within the same group of companies as the Appointed Broker will be deemed to be payment to the Appointed Broker.

Nothing in this clause shall be construed to override the terms of any Premium Payment Warranty or Clause or any Termination or Cancellation provision contained in this contract. Furthermore, any amendment to the Settlement Due Date of a premium instalment as a result of the operation of this Premium Processing Clause shall not amend the date that such instalment is deemed to be due for the purposes of such Premium Payment Warranty or Clause or Termination or Cancellation provision unless (Re)Insurers expressly agree otherwise.

Appointed Broker: Price Forbes & Partners Limited

14/12/09
LSW3003

**NOTICE OF
CANCELLATION:**

The content and format of any such notice should be in accordance with the 'Notice of Cancellation' standard, as published by the London Market Group (LMG), or their successor body, on behalf of London Market Associations and participants. However failure to comply with this standard will not affect the validity of the notice given.

The notice shall be provided to Price Forbes & Partners

Failure to comply with this delivery requirement and any applicable notification of cancellation requirement contained in the wording will make the notice null and void.

FISCAL AND REGULATORY

**TAX PAYABLE BY
INSURER(S):**

None

COUNTRY OF ORIGIN:

U.S.A.

OVERSEAS BROKER:

Pro-Form Sinclair Professiona –
A Hub International Ontario Limited Company
675 Cochrane Drive
Suite 200
East Tower
Markham
Ontario L3R 0B8
Canada

SURPLUS LINES BROKER:

Jane A. Williams, CIC
First Vice President
Programme Brokerage Corporation
225 Metro Center Boulevard
Warwick
Rhode Island 02886
U.S.A.

STATE OF FILING:

New York

U.S. CLASSIFICATION:
(For Lloyd's Use Only)

U.S. Surplus Lines

**ALLOCATION OF
PREMIUM TO
CODING:**

100% - E2

**REGULATORY CLIENT
CLASSIFICATION:**

Commercial

BROKER REMUNERATION AND DEDUCTIONS

**FEE PAYABLE
BY CLIENT?:** No

**TOTAL
BROKERAGE:** 22.5%

**OTHER
DEDUCTIONS
FROM PREMIUM:** Nil

DECLARATIONS

Policy Number: NM1900010

NOTICE: THIS IS A CLAIMS MADE POLICY, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED TO AGAINST THE RETENTION AMOUNT. IN NO EVENT WILL THE UNDERWRITERS BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. READ THE ENTIRE POLICY CAREFULLY

- Item 1. FIRM:
Davies Ward Phillips & Vineberg (a New York partnership)
900 Third Avenue, 24th Floor, New York, NY 10022, U.S.A.
- Item 2. PREDECESSOR FIRM(S)
None
- Item 3. POLICY PERIOD
(A) Inception Date: 01 July, 2019
(B) Expiration Date: 01 July, 2020
At 12:01 a.m. both dates at the Address in ITEM 1
- Item 4. LIMITS OF LIABILITY (inclusive of Defense Costs):
(A) USD30,000,000 maximum limit of liability each **Claim**
(B) USD30,000,000 maximum aggregate limit of liability under this Policy for all **Claims**
- Item 5. RETENTION AMOUNT:
USD100,000 per **Claim** for U.S. work
- Item 6. EXTENDED REPORTING PERIOD:
- | | |
|-----------------------|------------------------|
| (A) Additional Period | (B) Additional Premium |
| 1 Year | 150% of Annual Premium |
| 2 Year | 225% of Annual Premium |
| 3 Year | 300% of Annual Premium |
- Item 7. PENDING OR PRIOR DATE:
01 July, 2007, at 12:01 a.m. at the Address in Item 1
- Item 8. PREMIUM:
USD141,979
- Item 9. INSURERS AND PARTICIPATIONS
Certain Underwriters at Lloyd's: 17.00% of 100.00% of the LIMIT and PREMIUM

These Declarations, the completed signed Application and this Policy with Endorsements shall constitute the contract between the Insured and the Underwriters.

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of payment of the premium and subject to the Declarations, limitations, conditions, provisions and other terms of this Policy, the Underwriters and the **Insured** agree as follows:

I. INSURING CLAUSE

The Underwriters shall pay **Loss** on behalf of an **Insured** on account of any **Claim** first made against such **Insured** or **Potential Claim** arising during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** committed by the **Insured** before or during the **Policy Period**.

II. DEFINITIONS

Application means all signed applications, including attachments and other materials submitted therewith or referenced or incorporated therein, submitted by or on behalf of the **Insured** to the Underwriters for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. All such applications, attachments and materials are deemed attached to, incorporated into and made a part of this Policy.

The term "attorney" shall be read to include "attorney, barrister, solicitor, lawyer or the equivalent in any applicable jurisdiction".

Claim means:

- (1) any of the following:
 - (a) a written demand or written request for monetary damages or non-monetary relief;
 - (b) a written demand or arbitration;
 - (c) a civil proceeding commenced by the service of a complaint or similar pleading; or
 - (d) a formal civil administrative or civil regulatory proceeding (including a disciplinary or grievance proceeding before a court or bar association) commenced by the filing of a notice of charges or similar document or by the entry of a formal order of investigation or similar document,against an **Insured** for a **Wrongful Act**, including any appeal therefrom;
or
- (2) a written request received by an **Insured** to toll or waive a statute of limitations relating to a potential **Claim** described in paragraph (1) above.

Except as may otherwise be provided in Section X Reporting, a **Claim** will be deemed to have been first made when such **Claim** is commenced as set forth in this definition (or, in the case of a written demand or written request, including but not limited to a demand for arbitration, when such demand or request is first received by an **Insured**).

Confidential Information means proprietary or confidential information not in the public domain, including trade secrets, that came into the care, custody or control of the **Insured** in the course of the **Insured** rendering **Professional Services**

Controlled Enterprise means any business enterprise (other than an **Insured** or a business enterprise in which the ownership, control, operation or management by the **Insured** is exclusively in a fiduciary capacity as an administrator, conservator, executor, trustee, guardian, receiver or committee or in any similar fiduciary capacity incidental to the practice of law by an **Insured**) if at the time the **Wrongful Act** occurs:

- (1) such business enterprise is a publicly traded entity and five percent (5%) or more of its issued and outstanding securities or voting rights to elect or appoint a board of directors or an equivalent governing body is owned or controlled, individually or collectively, by the **Firm** or by one or more **Insured Persons**;
- (2) such business enterprise is not a publicly traded entity and twenty-five percent (25%) or more of the legal and/or equitable ownership of such enterprise is owned or controlled, individually or collectively, by the **Firm** or by one of more **Insured Persons**; or
- (3) such business enterprise is controlled, operated or managed by the **Firm** or by one or more **Insured Persons**.

Defense Costs means that part of **Loss** consisting of reasonable costs, charges, fees (including attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees, overhead or benefits) of any **Insured** incurred in defending any **Claim** or **Potential Claim** and the premium for appeal, attachment or similar bonds; provided that the Underwriters will have no obligation to procure or provide any bonds.

Domestic Partner means any natural person qualifying as a domestic partner under the provisions or any applicable law or under the provisions of any formal program established by the **Firm**.

Financial Impairment means the status of a **Firm** resulting from:

- (1) the appointment by any government official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Firm**; or

- (2) the **Firm** becoming a debtor in possession under the United States bankruptcy law or the equivalent of a debtor in possession under the law of any other country.

Firm means (the organization) engaged in the practice of law under the name(s) set forth in ITEM 1 of the Declarations, whether as a partnership, professional corporation or association, limited liability partnership, limited liability company or otherwise, and any predecessor firm(s) designated in ITEM 2 of the Declarations.

Foreign Legal Consultant means any natural person who is a lawyer who is accredited and licensed to practice in a foreign jurisdiction and who has been approved by the applicable bar, *law society or court* as a **Foreign Legal Consultant** to provide advice and services about the laws of the lawyer's foreign jurisdiction but only if such services are performed by or on behalf of the **Firm**.

Insured means the **Firm** and any **Insured Person**.

Insured Person means any natural person or entity:

- (1) who was, now is or shall become a partner, principal, director, officer, shareholder or member of the **Firm**;
- (2) who was, now is or shall become designated (as evidenced in the **Firm's** records) as "counsel" or "of counsel" by the **Firm**;
- (3) whose labor or service was, now is or shall be engaged by and directed by the **Firm** to perform **Professional Services**, including a full-time, part-time, seasonal, contracted, leased and temporary employees, or seconded lawyers who are providing Professional Services on behalf of the **Firm**.
- (4) **Foreign Legal Consultants**, or
- (5) **Service Companies** which are corporations or partnerships including any principal, director, officer or employee of such **Service Company** providing services exclusively to the **FIRM**.

but only while acting in his, her or its capacity as such.

Intra Firm Representation means **Professional Services** provided with the prior written consent of, or in accordance with the established policies of the **Firm**, by an **Insured Person** to any other **Insured Person** in a lawyer/client relationship.

Loss means the amount that an **Insured** becomes legally obligated to pay as a result of any covered **Claim**, including but not limited to damages (including punitive or exemplary damages, unless punitive or exemplary damages are uninsurable under the law pursuant to which this policy is construed), judgments, settlement, pre-judgments and post-judgment interest and **Defense Costs**.

Loss also includes any **Defense Costs** incurred by an **Insured** with respect to any **Potential Claim** (written notice of which has been given to the Underwriters pursuant to Section X(A)(2) Reporting.)

Loss does not include:

- (1) any costs incurred by an **Insured** to comply with any order for injunctive or

other non-monetary relief, or to comply with an agreement to provide such relief;

- (2) taxes, fines, penalties (except as provided above with respect to punitive or exemplary damages), liquidated damages or the multiple portion of any multiplied damage award;
- (3) the cost of correcting, re-performing or completing any **Professional Services** or any amount which constitutes restitution, reduction, disgorgement, or set off or return of any fees or expenses paid to or charged by an **Insured** for **Professional Services**; or
- (4) any amount not insurable under the law pursuant to which this Policy is construed.

Personal Information means information not in the public domain that came into the care, custody or control of the **Insured** in the course of the **Insured** rendering **Professional Services** allowing the identification of an individual and which may include, without limitation, any one or more of the following:

- (a) Social insurance number or its equivalent
- (b) Medical or healthcare data or other protected healthcare data or information;
- (c) a government issued driver's license;
- (d) financial information

Personal Injury means libel, slander, disparagement, violation of rights of privacy, false arrest, detention or imprisonment, wrongful entry or eviction, malicious prosecution or abuse of process, whether through use of electronic media, the internet or other means or loss, damage, theft or disclosure of **Personal Information** of an individual whether through use of electronic media, the internet or other means.

Policy Period means the period of time set forth in ITEM 3 of the Declarations, subject to any prior termination in accordance with Section XX Termination of Policy.

Pollutants means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solid, liquid, gaseous or thermal irritants, contaminants, smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also include any air emission, odor, wastewater, oil or oil products, infectious or medical waste, asbestos, or asbestos products and any noise.

Pollution means the actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of **Pollutants** or any clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any **Pollutants**, or any voluntary decision to do so.

Potential Claim has the meaning set forth in Section X(A)(2) Reporting.

Professional Services means services provided to others by an **Insured** as:

- (1) an attorney or notary public;
- (2) an administrator, conservator, executor, trustee, guardian, escrow agent, receiver or committee or in any similar fiduciary capacity incidental to the practice of law by the **Firm**;
- (3) an arbitrator or mediator;
- (4) a member, director or officer of any non-profit professional legal association, its governing board, or any of its committees;
- (5) a government affairs advisor or lobbyist;
- (6) a title insurance agent pursuant to a written agency agreement with licensed title insurance company, but only when acting in such capacity for real estate transactions for which an **Insured** has provided services as an attorney;
- (7) a paralegal or legal assistant, solely in connection with the performance of **Professional Services**;
- (8) patent or trademark agent or title searcher; or
- (9) a **Foreign Legal Consultant**.

including the holding, use and safe guarding of **Confidential Information** or **Personal Information**, but only if such services are performed in the name of or on behalf of the **Firm** and some or all of the fee, if any, accruing from such services (regardless of whether such fee is actually collected) inures to the benefit of the **Firm**. **Professional Services** shall include the provision of any investment advice.

Related Claims means all **Claims** based upon, arising from, or in consequence of the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.

Wrongful Act means any actual or alleged act, error or omission committed, attempted, or allegedly committed or attempted, solely in the performance of or failure to perform **Professional Services** by the **Firm** or by an **Insured Person** acting in his or her capacity as such on behalf of the **Firm**, including without limitation any such actual or alleged act, error or omission committed or attempted or allegedly attempted or committed which results in or is alleged to result in

damage to a claimant's hardware or software or the loss, damage, theft or disclosure of **Confidential Information** or **Personal Information**

III. EXCLUSIONS

- (A) The Underwriters shall not be liable for **Loss** incurred by an Insured on account of any **Claim** or **Potential Claim**;
- (1) based upon, arising from, or in consequence of any fact, circumstance, situation, transaction, event or **Wrongful Act** that was the subject of any notice given under any policy of which this Policy is a direct or indirect renewal or replacement;
 - (2) based upon, arising from or in consequence of any fact, circumstance, situation, transactions, event or **Wrongful Act** occurring prior to the inception date of the first lawyers professional liability policy issued to the **Firm** by the Underwriters which, prior to such inception date, any **Insured** knew or should have known might give rise to a **Claim**;
 - (3) based upon, arising from, or in consequence of any demand, suit or other proceeding pending against, or order, decree or judgment entered for or against such **Insured**, on or prior to the Pending or Prior Date set forth in ITEM 7 of the Declarations, or the same or substantially the same fact, circumstance, situation, transaction, event or **Wrongful Act** underlying or alleged therein;
 - (4) based upon, arising from, or in consequence of **Pollution**; provided that this exclusion shall only apply where the **Insured** is an actual or alleged owner, lessee or operator of the property in question;
 - (5) for bodily injury, mental anguish, emotional distress (except bodily injury, mental anguish and emotional distress resulting from **Personal Injury**), sickness, disease or death of any person or damage to, destruction of or loss of use of any property (including software, data or other information that is in electronic form), whether or not it is damaged or destroyed; provided that this Exclusion shall not apply if the allegations of bodily injury, mental anguish, emotional distress (except bodily injury, mental anguish and emotional distress resulting from **Personal Injury**), sickness, disease or death of any person or damage to, destruction of or loss of use of any property (including software, data or other information that is in electronic form) arises out **Professional Services**.
 - (6) for any actual or alleged violation by such **Insured** of the responsibilities, obligations or duties imposed on fiduciaries by the Employee Retirement Income Security Act of 1974, or any amendments thereto, or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local

statutory law or common law anywhere in the world;

- (7) by or on behalf of, in the name or right of, or based upon, arising from or in consequence of any **Wrongful Act** on the part of such **Insured** in connection with any **Controlled Enterprise**;
- (8) based upon, arising from, or in consequence of the service of such **Insured Person** in his or her capacity as a partner, member, principal, director, officer, shareholder, counsel, of counsel, or employee of any entity other than the **Firm** or any **Service Company**; provided that this Exclusion shall not apply where the **Insured Person** is acting in his or her capacity as a member, director or officer of any non-profit professional legal association, its governing board, or any of its committees;
- (9) brought or maintained by or on behalf of any **Insured** in any capacity, other than as a client in connection with **Intra Firm Representation**;
- (10) based upon, arising from, or in consequence of **Professional Services** performed as a title insurance agent where there allegedly exists;
 - (a) any defect in title of which any **Insured** had actual knowledge as of the date the title insurance policy was issued by or through any **Insured**; or
 - (b) any actual or alleged breach of underwriting authority by an **Insured**;
- (B) The Underwriters shall not be liable for **Loss** on account of any **Claim** or **Potential Claim** against an **Insured**:
 - (1) based upon, arising from or in consequence of such **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled; or
 - (2) based upon, arising from or in consequence of any deliberately fraudulent or dishonest act or omission or any willful violation of any statute or regulation by such **Insured**, or any libel or slander committed by such **Insured** with knowledge of its falsity.

as evidenced by any final judgment or ruling in any judicial, administrative or alternative dispute resolution proceeding.

IV. SPOUSES, ESTATES AND LEGAL REPRESENTATIVES

Coverage shall extend to **Claims** and **Potential Claims** for the **Wrongful Acts** of

an **Insured Person** made against:

- (a) the lawful spouse or **Domestic Partner** of such **Insured Person**, if named as a co-defendant with such **Insured Person** solely by reason of such person's status as a spouse or **Domestic Partner**, or such spouse or **Domestic Partner's** ownership interest in property that is sought by a claimant as recovery for an alleged **Wrongful Act** of such **Insured Person**; and
- (b) the estate, heirs, legal representatives or assigns of such **Insured Person** if such **Insured Person** is deceased or the legal representatives or assigns of such **Insured Person** if such **Insured Person** is incompetent, insolvent or bankrupt

All terms and conditions of this Policy including, without limitation, the Retention Amount applicable to **Loss** incurred by the **Insured Person**, shall also apply to **Loss** incurred by the **Insured Person's** spouse, **Domestic Partner**, estate, heirs, legal representatives or assigns. The coverage provided by this Section IV. shall not apply with respect to any loss arising from an act or omission by an **Insured Person's** estate, heirs, legal representatives, assigns, spouse or **Domestic Partner**.

V. OTHER INSURANCE

This Policy shall be specifically excess over, and shall not contribute with, any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, except with respect to the following only:

- (A) Insurance written to be specifically excess over this Policy, or
- (B) the Solicitors Professional Liability Insurance Policy, if any, purchased by the Insured to comply with the Solicitors Regulation Authority insurance requirements in the United Kingdom, or any subsequent renewals or replacements thereof.

This Policy will not be subject to the terms of any other insurance.

VI. TERRITORY

Coverage shall extend anywhere in the world.

VII. EXTENDED REPORTING PERIOD

- (A) If the Underwriters or the **Firm** terminate or do not renew this Policy, other than termination by the Underwriters for nonpayment of premium, then the **Firm** shall have the right to purchase an Extended Reporting Period for either the twelve (12) month period, twenty-four (24) month period or thirty-six (36) month period beginning on the effective date of the termination or non-renewal of this Policy. This right to purchase an Extended Reporting Period shall lapse unless written notice of election to

purchase the Extended Reporting Period, together with payment of the additional premium due, as set forth in ITEM 6 of the Declarations, is received by the Underwriters within thirty (30) days following effective date of the termination or non renewal of this Policy. The Firm may not change the option selected once that selection has been made.

- (B) If the Extended Reporting Period is purchased, then coverage otherwise afforded by this Policy will be extended to apply to **Loss** from **Claims** and **Potential Claims** first made or notified during such Extended Reporting Period and reported in accordance with Section X. Reporting, but only for **Wrongful Acts** committed or allegedly committed before the effective date of termination or nonrenewal or the date of any event described in Section XIII(B) Changes in Exposure, whichever is earlier. The entire additional premium for the Extended Reporting Period shall be deemed fully earned at the inception of such Extended Reporting Period. Any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limit of Liability for the Extended Reporting Period shall be part of and not in addition to the applicable Limits of Liability for the immediately preceding **Policy Period**.

VIII. LIMIT OF LIABILITY

- (A) The Underwriters' maximum liability for all **Loss** from each **Claim** and **Potential Claim** first made or notified during the **Policy Period** shall not exceed the each **Claim** Limit of Liability set forth in ITEM 4(A) of the Declarations.
- (B) The Underwriters' maximum aggregate liability for all **Loss** from all **Claims** and **Potential Claim** first made or notified during the **Policy Period** shall not exceed the aggregate limit of liability set forth in ITEM 4(B) of the Declarations, regardless of the number of **Claims**.
- (C) **Defence Costs** are part of and not in addition to the Limits of Liability set forth in ITEM 4 of the Declarations, and payment by the Underwriters of **Defense Costs** shall reduce and may exhaust such Limits of Liability.

IX. RETENTION AMOUNT

The Underwriters' liability under this Policy shall apply only to that part of covered **Loss** on account of each **Claim** and **Potential Claim** which is excess of the applicable Retention Amount set forth in ITEM 5 of the Declarations. Such Retention Amount shall be depleted only by **Loss** otherwise covered under this Policy and shall be borne by the **Insured** uninsured and at their own risk. In the event that any **Insured Person** is unwilling or unable to bear the Retention Amount it shall be the obligation of the **Firm** to bear such Retention Amount uninsured and at its own risk.

X. REPORTING

(A) Reporting of Claims and Wrongful Acts:

- (1) If a Claim is made against any Insured the Insured shall, as a condition precedent to exercising any right to coverage under this Policy, give to the Underwriters written notice of such **Claims** as soon as practicable, but in no event later than the earliest of the following dates:
 - (a) If this Policy is either terminated or not renewed by the Firm, and if no Extended Reporting Period is purchased, thirty (30) days after the effective date of such expiration or termination;
 - (b) if the Extended Reporting Period is purchased, the expiration date of the Extended Reporting Period; or
 - (c) if the Underwriters send written notice to the **Firm** pursuant to Section XX (A) (3) Termination of Policy, prior to the effective date of such termination.
- (2) If during the **Policy Period** an **Insured** becomes aware of a **Wrongful Act** which may subsequently give rise to a **Claim** (a "**Potential Claim**"), and during the **Policy Period** the **Insured** gives the Underwriters written notice of such **Wrongful Act**, including a description of the **Wrongful Act** in question, the identities of the potential claimants, the consequences that have resulted or may result from the **Wrongful Act**, the damages that may result from the **Wrongful Act** and the circumstances by which the **Insured** first became aware of the **Wrongful Act**; then the Underwriters will treat any such subsequently resulting **Claim** as if it had been made against the **Insured** during the **Policy Period**; provided that written notice of such **Claim** is then given to the Underwriters in accordance with paragraph (A)(1) of this Section X.
- (3) All notices of **Claims** or **Potential Claims**, required under this Section X must be sent in writing to the address set forth in Section XI Notice.

(B) Interrelationship of Claims:

All **Related Claims** will be treated as a single **Claim** made at the time the first of such **Related Claims** was made, or when the first of such **Related Claims** is treated as having been made in accordance with Section X (A)(2), whichever is earlier.

XI NOTICE

- (A) All notices to the Underwriters under this Policy of **Claims and Potential Claims** which could give rise to a **Claim** shall be given in writing addressed to Monitoring Counsel as follows:

Attn: Anthony Spain, Esq.
Mendes & Mount LLP
750 Seventh Avenue
New York, NY 10019

Monitoring Counsel will provide notice and reports to the Underwriters subscribing to this Policy.

- (B) All other notices to the Underwriters under this Policy shall be given in writing addressed to:

Pro-Form Sinclair Professional
675 Cochrane Drive
Suite 200, East Tower
Markham ON L3R 0B8
Fax: 905-305-1093
shemina.jafferjee@hubinternational.com

- (C) Any notice given under XI (A) above shall be effective on the date of receipt by Monitoring Counsel at the address shown.

XII. DEFENSE AND SETTLEMENT

- (A) It shall be the duty of the **Insured** and not the duty of the Underwriters to defend **Claims and Potential Claims** made against the **Insured** and to retain qualified counsel of its own choosing with the Underwriters' prior written consent, such consent not to be unreasonably withheld.
- (B) With respect to any **Claim and Potential Claims** that appears reasonably likely to be covered in whole or in part under this Policy, the Underwriters shall have the right and shall be given the opportunity to effectively associate with the **Insured**, and shall be consulted in advance by the **Insured** regarding the investigation, defense and settlement of such **Claim, and Potential Claims** including but not limited to selecting appropriate defense counsel and negotiating any settlement. It shall not be unreasonable for the Underwriters to withhold its consent to the representation of any **Insured** by another **Insured** or, if more than one **Insured** is involved in a **Claim or Potential Claims**, to withhold its consent to separate counsel for one or more of such **Insureds**, unless there is a material actual or potential conflict of interest among such **Insureds**.
- (C) No **Insured** shall settle or offer to settle any **Claim**, incur any **Defense Costs**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Underwriters' prior written

consent, which shall not be unreasonably withheld. The Underwriters shall not be liable for any settlement, **Defense Costs**, assumed obligation or admission to which it has not given its prior written consent.

- (D) If any **Insured** withholds consent to any settlement acceptable to the claimant in accordance with the Underwriters' recommendation (a "Proposed Settlement"), then the Underwriters' liability for all **Loss**, including **Defense Costs**, from such **Claim** shall not exceed the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **Insured's** refusal to consent to the Proposed Settlement of such **Claim**.
- (E) The Underwriters shall have no obligation to pay **Loss**, including **Defense Costs**, or to defense or continue to defend any **Claim**, after the Underwriters' applicable Limit of Liability with respect to such **Claim** has been exhausted by the payment of **Loss**. If the Underwriters' Limit of Liability is exhausted by the payment of **Loss** prior to the expiration of this Policy, the Policy premium will be deemed fully earned.

The **Insured** agrees to provide the Underwriters with all information, assistance and cooperation which the Underwriters may reasonably require and agree they will do nothing that may prejudice the Underwriters' position or their potential or actual rights of recovery.

The Underwriters shall, upon written request, advance on a current basis **Defense Costs** owed under this Policy. As a condition of any payment of **Defense Costs** before the final disposition of a **Claim**, the Underwriters may require a written undertaking on terms and conditions satisfactory to it guaranteeing the repayment of any **Defense Costs** paid on behalf of any **Insured** if it is finally determined that this Policy would not cover **Loss** incurred by such **Insured** in connection with such **Claim**.

XIII. CHANGES IN EXPOSURE

(A) Acquisition of Additional Attorneys

If, during the **Policy Period**, the total number of attorneys in the **Firm** increases by more than 10 attorneys as the result of the **Firm's** merger with or acquisition of any other law firm or any group of attorneys who practices together at another law firm, the **Firm** must promptly give the Underwriters written notice thereof, and the Underwriters will be entitled to impose such additional coverage terms and charge such additional premium in connection therewith as the Underwriters, in their sole discretion, may require. Subject to the provisions of this paragraph, coverage shall only be provided for such acquired attorneys with respect to **Wrongful Acts** committed or allegedly committed after the date of such merger or acquisition.

(B) Conversion of Coverage under Certain Circumstances

If, during the **Policy Period**:

- (1) all or substantially all of the **Firm's** assets are acquired by another organization or person or group of organizations or persons acting in concert;
- (2) **Financial Impairment** occurs; or
- (3) the **Firm** merges or consolidates into or with another entity such that the **Firm** is not the surviving entity.

then coverage provided by this Policy shall continue until termination, but only with respect to **Claims** for **Wrongful Acts** committed or allegedly committed prior to such event.

The **Firm** shall give written notice of all events under this Section XIII to the Underwriters as soon as practicable together with such other information as the Underwriters may request. If **Financial Impairment** occurs, the entire premium for this Policy will be deemed fully earned as of the effective date of such **Financial Impairment**.

XIV. REPRESENTATIONS AND SEVERABILITY

In issuing this Policy the Underwriters have relied upon the statements, representations and information in the **Application**. All of the **Insureds** acknowledge and agree that all such statements, representations and information (i) are true and accurate, (ii) were made or provided in order to induce the Underwriters to issue this Policy, and (iii) are material to the Underwriters' acceptance of the risk to which this Policy applies.

In the event that any of the statements, representations or information in the **Application** are not true and accurate, and which were (i) made with the actual intent to deceive or (ii) which materially affect the acceptance of the risk assumed by the Underwriters under this Policy, this Policy shall be void with respect to any **Insured** who knew as of the effective date of the **Application** the facts that were not truthfully and accurately disclosed (whether or not the **Insured** knew of such untruthful disclosure in the **Application**) or to whom knowledge of such facts is imputed. For purposes of the preceding sentence:

- (A) the knowledge of any **Insured Person** who is a past, present or future member of the management committee, executive committee or similar governing body of the **Firm** shall be imputed to the **Firm**;
- (B) the knowledge of the person(s) who signed the **Application** for this Policy shall be imputed to all of the **Insureds**; and
- (C) except as provided in (A) above, the knowledge of an **Insured Person** who did not sign the **Application** shall not be imputed to any other **Insured**.

XV. VALUATION AND FOREIGN CURRENCY

All premiums, limits, Retention Amounts, **Loss** and other amounts under this Policy are expressed and payable in the currency of the United States of America. If a judgment is rendered, a settlement is denominated or any element of **Loss** under this Policy is stated in a currency other than United States of America dollars, payment under this Policy shall be made in United States of America dollars at the rate of exchange published in The Wall Street Journal on the date the final judgment is reached, the amount of the settlement is agreed upon or the element of **Loss** is due, respectively.

XVI. SUBROGATION

In the event of any payment under this Policy, the Underwriters shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery therefore, and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Underwriters effectively to bring suit or otherwise pursue subrogation rights in the name of any **Insured**, provided that the Underwriters will not pursue an **Insured's** rights of recovery against any other **Insured**.

XVII. ACTION AGAINST THE UNDERWRITERS

No action may be taken against the Underwriters unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy. No person or entity shall have any right under this Policy to join the Underwriters as a party to any action against any **Insured** to determine such **Insured's** liability nor shall the Underwriters be impleaded by such **Insured** or legal representatives of such **Insured**.

XVIII. FIRM RIGHTS AND OBLIGATIONS

By acceptance of this Policy, the **Firm** acknowledges and agrees that it shall be considered the sole agent of and will act on behalf of each **Insured** with respect to: the payment of premiums and the receiving of any return premiums that may become due under this Policy; the negotiation, agreement to and acceptance of endorsements; the giving or receiving of any notice, including but not limited to giving notice of **Claim** or a notice of termination pursuant to Section XX Termination of Policy; and the receipt or enforcement of payment of a **Loss** (and the **Firm** shall be responsible for application of any such payment as provided for in this Policy). Each **Insured** acknowledges and agrees that the **Firm** shall act on its behalf with respect to all such matters.

XIX. ALTERATION AND ASSIGNMENT

No change in, modification or, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy which is signed by Underwriters.

XX. TERMINATION OF POLICY

(A) This Policy shall terminate at the earliest of the following times:

- (1) upon receipt by the Underwriters of written notice of termination from the **Firm**, provided that this Policy may not be terminated by the **Firm** after the effective date of any event described in Section XIII, Changes of Exposure (B)
- (2) upon expiration of the **Policy Period** as set forth in ITEM 3 of the Declarations or any applicable Extended Reporting Period.
- (3) twenty (20) days after receipt by the **Firm** of a written notice of termination from the Underwriters based upon nonpayment of premium, unless the premium is paid within such twenty (20) day period; or
- (4) at such other time as may be agreed upon by the Underwriters and the **Firm**.

(B) The Underwriters shall refund the unearned premium computed at customary short rates if this Policy is terminated by the **Firm**. Under any other circumstances the refund shall be computed pro rata. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

XXI. BANKRUPTCY

Except as provided in Section XIII. Changes in Exposure, bankruptcy or insolvency or any **Insured** shall not relieve the Underwriters of their obligations nor deprive the Underwriters of their rights or defenses under this Policy.

XXII. HEADINGS

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

XXIII. COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Underwriters from providing insurance.

XXIV. CHOICE OF LAW

This policy shall be governed by the laws of the Province of Ontario, and the Underwriters and the **Insured** agree to submit to the jurisdiction of the courts of the Province of Ontario in the event of any dispute concerning the interpretation or enforcement of this policy.

CLLAS COMPATIBLE AND ALLOCATION ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Section II. DEFINITIONS is amended by adding **Canadian Insureds** to the definition of **Insured Person**.
- (2) No coverage will be available under this Policy for **Claims** against a **Canadian Insured** arising out of **Professional Services** provided by such **Canadian Insured** from an office or branch of the **Canadian Firm** located in Canada, its provinces or territories and that arise from the practice of laws of the jurisdiction of Canada, its provinces or territories, unless such **Professional Services** are incidental to the practice of the laws of a jurisdiction other than Canada, its provinces or territories.
- (3) For the purposes of this Endorsement:

Notwithstanding anything to the contrary in this Policy, no coverage will be available to a **Canadian Insured** under this Policy for **Claims** for which (a) the policy issued by the Canadian Lawyers Liability Assurance Society scheduled below (the "CLLAS Policy") or (b) the other policies scheduled below only if they provide coverage in respect of such **Claim** in excess of the CLLAS Policy (together with the CLLAS Policy, the "Scheduled Policies") would afford coverage regardless of: the limit(s) of liability of the Scheduled Policies; compliance, or lack thereof, with the notice and/or reporting requirements of the Scheduled Policies; and whether the Scheduled Policies have been cancelled:

SCHEDULED POLICIES

	Policy Number
Canadian Lawyers Liability Assurance Society	26004
Royal & Sun Alliance Insurance Company/ Northbridge Insurance Company	9690477
Travelers Insurance Company of Canada	50333242
Encon Group Inc./AXIS Insurance Company	SRX455954
Chubb Insurance Company/ Liberty International Underwriters/ QBE Services Inc.	8169-7808
AIG Insurance Company of Canada	06-112-68-59
Royal & Sun Alliance Insurance Company	9690476
Travelers Insurance Company of Canada	50333241
Liberty International Underwriters/ Encon Group Inc.	PLTO287781012

or any renewal thereof.

It is further understood and agreed and notwithstanding Clause V. "Other Insurance", that:

- (1) If **Loss** on account of a **Claim** covered or alleged to be covered by both this Policy and the Policies issued by CLLAS referred to in this Policy, CLLAS and the Underwriters agree to use their best efforts to determine a fair and proper allocation of all amounts, including **Defense Costs**, that the Underwriters shall be obligated to pay under this Policy in connection with such **Claim**. In making such determination, the parties shall take into account the contributory fault by the **Insured** and the **Canadian Insured** giving rise to the **Loss**. In the event that an allocation cannot be agreed to, then the

Underwriters agree to follow the procedures and terms and conditions of the Letter Agreement between CLLAS and the Company (referred to in the Letter Agreement as the CLLAS International Insurers, dated 22 July, 2016 and attached hereto).

- (4) For the purposes of this Endorsement:
- (a) the term "**Canadian Firm**" includes Fasken Martineau DuMoulin LLP (a Canadian partnership) and its predecessors; and others as more fully described in the Policy; and
 - (b) the term "**Canadian Insureds**" means collectively the **Canadian Firm** and each person who has a relationship to the Canadian Firm specified in Clauses (1) to (5) of the definition of **Insured Person** as if each reference to **Firm** was read as a reference to **Canadian Firm**.
- (5) This Policy, including but not limited to Section V, OTHER INSURANCE, shall be deemed amended to the extent necessary to effect the purpose and intent of this Endorsement.

The title and any heading in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ATTACHING TO AND FORMING PART OF POLICY NUMBER NM1900007

ISSUED TO: Davies Ward Phillips & Vineberg (a New York partnership)

ENDORSEMENT NUMBER: ONE

Insurers hereby agree to amend III. EXCLUSIONS (B) (2) to read as follows:

- (2) based upon, arising from or in consequence of any deliberately fraudulent or dishonest act or omission or any willful violation of any statute or regulation by such Insured, or any libel or slander committed by such Insured with knowledge of its falsity. However, nothing contained in the foregoing shall exclude coverage to any other insured, who was not so adjudged to have committed such fraud or dishonesty as described.

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of 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, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;
"nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product

material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material 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,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

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.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

NMA1256

17/03/1960

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

NMA1477

13/02/1964

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.

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 Underwriters 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 Assured.

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

08/10/01
NMA2918

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon {Response} and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

24/4/86
NMA1998

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B0507NM1900007

Date contract printed to PDF: 10:29 02 July 2019

SIGNED UNDERWRITERS

Pembroke / Ironshore

Ciaran Cleary

Written Line	11.00%	Signed Line	11.00%
Agreed on	11:49 01 July 2019		

For and on behalf of:

Lloyd's Underwriter Syndicate No. 4000 PEM,
London, England

Written Line	Signed Line
11.00%	11.00%

Bound as Slip Leader, Lloyd's Leader

<i>Lloyd's Stamp:</i>	4000
<i>LORS Code:</i>	L4000
<i>Reference:</i>	98523D19AA
<i>Description:</i>	Per AJ
<i>Risk Code(s):</i>	E2

AmTrust at Lloyds

Andrew Sutcliffe

Written Line	6.00%	Signed Line	6.00%
Agreed on	10:28 02 July 2019		

For and on behalf of:

Lloyd's Underwriter Syndicate No. 1861 ATL,
London, England

Written Line	Signed Line
6.00%	6.00%

Bound

<i>Lloyd's Stamp:</i>	1861
<i>LORS Code:</i>	L1861
<i>Reference:</i>	19PL42598501
<i>Description:</i>	DAVIS P30M
<i>Risk Code(s):</i>	E2

Line Conditions

All Claims to be agreed by AmTrust at Lloyd's Syndicate 1861 ATL as second Lloyd's syndicate

SETTLEMENT INFORMATION

Allocation of Premium to Coding

E2 at 100.00%

Allocation of Premium to Year of Account

2019

Terms of Settlement

Settlement Due Date:	04 September 2019
Instalment Premium Period of Credit:	0 day(s)
Adjustment Premium Period of Credit:	0 day(s)

Lloyd's Underwriter Syndicate No. 4000 PEM, London, England

Bureau Leader and Lloyd's Leader

Ciaran Cleary

CONTRACT ENDORSEMENT

Unique Market Reference: B0507NM1900007
Endorsement Reference: 01
Insured: Davies Ward Phillips & Vineberg (a New York partnership)

CONTRACT CHANGES

Notwithstanding anything contained herein to the contrary, this contract is amended as follows:


EFFECTIVE DATE: 01 July 2019

It is hereby noted and agreed that the Overseas Broker is amended as follows:

OVERSEAS BROKER: Program Brokerage Corporation
5 Bryant Park
1065 Avenue of the Americas
New York
NY 10018
United States of America

All other terms and conditions remain unchanged.

AGREEMENT

GENERAL UNDERWRITERS AGREEMENT (GUA) Each Underwriter's proportion is several not joint		
Slip Leader Only	Slip Leader and Agreement Parties	All Underwriters
		

DATE / INITIALS

INITIALS			
SYND/CO			

INITIALS			
SYND/CO			

APPENDIX F

Schedule of Claims and Notices As of December 31, 2019

Name of Firm

Davies Ward Phillips & Vineberg LLP

Updated as of (Enter Date):

December 31, 2019

Please attach separately with the email



December 31, 2019

Claim No	LS File #	Report Date	Error Date	Insured	Claimant	Close Date	Law Society						CLLAS															
							LS Indemnity Paid	LS Other Paid	LS Legal Paid	LS Indemnity Reserve	LS Incurred Liability	LS Total Incurred	CLLAS Indemnity Paid	CLLAS Legal Paid	CLLAS Adjusting Paid	CLLAS Incurred Liability	CLLAS Adjusting Reserve	CLLAS Indemnity Reserve	CLLAS Legal Reserve	CLLAS Recov Other Reserve	CLLAS Total Incurred							
CLLAS1988-007	LNR040T	1-Jul-1987	1-Jan-1987	ROBERT T. BAUER	DEVELOPMENT CORPORATION\DUST LANES DEV	17-Nov-1988	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1988-011	L0245	1-Sep-1987	1-Dec-1985	NICHOLAS J. LEBLOVIC	CITIBANK CANADA	1-Jul-1988	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1988-013	L0510	1-Nov-1987	1-Oct-1987	BRIAN K. GRASMUICK	DONALD RIPLEY	1-Jun-1988	\$	-	\$	-	708	\$	-	\$	-	708	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1988-018	L0908	1-Feb-1988	1-Mar-1987	EDWARD C. HANNAH	DAVID K. LOWRY	1-Sep-1989	\$	-	\$	-	15,878	\$	-	\$	-	15,878	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1988-031	L1490	1-May-1988	1-Feb-1986	Donald C. Stanbury	KEVIN JAMES DWYER	1-Mar-1989	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1988-032	LNR513	28-Jun-1988	1-Jun-1987	CHARLES OVERLAND	AUDREY CAMPBELL	12-Jun-1990	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1988-038	L1035	1-Aug-1987	1-Jul-1986	EDWARD C. HANNAH	ECO CORPORATION	1-Jun-1988	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1988-051	LNR512E	1-Jun-1988	1-Dec-1987	Brian R. Carr	ALBERTO CULVER CANADA INC.	1-Apr-1988	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1988-052	L1657	1-Jun-1988	1-Jul-1987	I. BERL NADLER	CANADIAN MANOIR	1-Nov-1989	\$	-	\$	-	18	\$	-	\$	-	18	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1990-025	N0946	1-Jan-1990	1-Oct-1984	JOHN I. LASKIN	COMMODORE BUSINESS LTD	1-Dec-1992	\$	100,000	\$	-	72,053	\$	-	\$	-	172,053	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1991-050	PNR001	1-Dec-1990	1-Nov-1990	Colin Campbell	NLK - CELPAQ A.B.	24-Jan-1991	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1992-048	N/A	1-Dec-1991	1-Sep-1990		TRITEN CORPORATION	1-Jun-1992	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1992-081	Q0213-H	28-Feb-1992	31-May-1990	WILLIAM M. AINLEY	PEOPLES/MONTREAL TRUST/CREDIT LYONN	30-Jun-2003	\$	628,653	\$	-	371,347	\$	-	\$	-	1,000,000	\$	1,371,347	\$	8,837	\$	-	\$	-	\$	-	\$	1,380,184
CLLAS1992-107	Q0789	17-Mar-1992	1-Feb-1992	JOHN D. BODRUG	BEAM OF CANADA INC.	1-Sep-1992	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1992-184	P2108	16-Jul-1991			Estate of Anne Fox	30-Jun-1993	\$	31,883	\$	-	4,806	\$	-	\$	-	36,689	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1993-004	Q2072	24-Jul-1992	25-Mar-1992	GREGORY J. HOWARD	ONTARIO RESORTS INC.	1-Jan-1993	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1993-022	Q2919	31-Oct-1992	31-Oct-1990	JOEL T. KISSACK	MACLEOD-STEMMAN INC.	31-Mar-1998	\$	-	\$	-	9,783	\$	-	\$	-	9,783	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1993-070	R2290	18-Feb-1993	14-Jun-1989	I. BERL NADLER	Bk of N.S./CIBC/National and Royal/Olympia & York	10-Feb-1994	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1993-074	R0678	31-Mar-1993	30-Jun-1992	ROBYN M. BELL	Garfield's Fashions Limited	23-Jan-1995	\$	-	\$	-	3,592	\$	-	\$	-	3,592	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1993-101	R2345	22-Apr-1993	29-Oct-1992	GRAY E. TAYLOR	The Business Depot Ltd.	30-Jun-1993	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1993-132	R2224	29-Jun-1993	30-Apr-1993	John Laskin	Dr. L.S. Rosenhek	24-Mar-1994	\$	-	\$	606	\$	-	\$	-	606	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
CLLAS1994-001	R2557	1-Jun-1993		JAY A. SWARTZ	Gordon Capital Corporation	14-Nov-2006	\$	-	\$	-	1,000,000	\$	-	\$	-	1,000,000	\$	13,250,000	\$	2,125,213	\$	-	\$	-	\$	-	\$	15,375,213
CLLAS1994-026	R3263	30-Sep-1993	5-Jan-1993	THOMAS A. SMEE	Ondaatje Managed Investments Limited	8-Mar-1995	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1994-072	S359	7-Feb-1994	1-Feb-1991	ROBYN M. BELL	JONE SCHOEFFEL	9-May-1994	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1994-073	S371	4-Feb-1994	8-Jan-1993	CAROL PENNYCOOK	ODYSSEY PARTNERS, L.P.	14-Apr-1994	\$	-	\$	-	3,561	\$	-	\$	-	3,561	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1994-074	S0414-K	10-Feb-1994	1-Feb-1991	MATTHEW GOTTUEB	HOOGOVENS TECHNICAL SERVICES CANADA LTD.	29-Aug-1994	\$	-	\$	834	\$	-	\$	-	\$	834	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1994-137	S1697E	6-Jun-1994	1-May-1994	Ronald Wilson	Grant Brown, Hendron Financial Inc.	3-Oct-1994	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1994-142	S1956R	30-Jun-1994	1-Mar-1994	Robyn Bell	Laventhof & Horwarth Limited	14-Nov-1994	\$	-	\$	-	2,714	\$	-	\$	-	2,714	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1995-014	S2736	20-Sep-1994	1-Jun-1994	Ian Johnson	Industrial Strategic Capital	17-Mar-1995	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1995-032	S3110	20-Oct-1994	1-Mar-1994	Colin Campbell	Lancaster Funding Inc.	12-Mar-1996	\$	-	\$	-	9,143	\$	-	\$	-	9,143	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1995-061	S3605	31-Dec-1994	1-Jun-1994	Sandra A. Forbes	Louis Harris Kalesky	2-Feb-1995	\$	-	\$	-	4,045	\$	-	\$	-	4,045	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1995-084	T0187	6-Feb-1995	9-Jan-1994	Berl Nadler	J. Silver Holdings Limited	11-Jul-1997	\$	-	\$	4,131	\$	-	\$	-	35,848	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
CLLAS1995-091	T0393	17-Mar-1995	25-Jan-1995	John Zinn	Fortis Inc.	18-May-1995	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1995-114	T0522	11-Apr-1995	1-Feb-1991	James Kershaw	Donald D. & Ruth Campbell	14-Aug-1995	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1996-074	U0304	27-Mar-1996	17-Jun-1988	John Zinn	Horizon Limited Partnership	28-Apr-2005	\$	-	\$	-	112,841	\$	-	\$	-	112,841	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1997-080	V0316	31-Mar-1997	31-Mar-1997	Arthur Shiff	Cadbury Beverages Canada Inc.	22-Oct-1997	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1997-090	V0530	7-May-1997	31-Aug-1989	David W. Smith	Toronto-Dominion Bank (Re: GW-CG Investments Ltd)	15-Jul-2002	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1997-112	V0770	19-Jun-1997	1-Feb-1990	Donald C. Stanbury	CMIL Industries	20-Oct-1998	\$	-	\$	-	4,926	\$	-	\$	-	4,926	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1999-020	W1160	11-Sep-1998	30-Jan-1995	J. Berl Nadler	Union Industries Inc./BeckettTech.	3-Oct-2000	\$	-	\$	-	138,198	\$	-	\$	-	138,198	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1999-040	W1556	18-Nov-1998		Steven B. Sharpe	Chrysler Canada/Canada Trust Co. et al	28-Jan-1999	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1999-102	X0723	16-Jun-1999	6-Nov-1998	David Dell	Festival Hall Developments Limited	20-Jun-2002	\$	-	\$	-	56,098	\$	-	\$	-	56,098	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS1999-114	X0815	29-Jun-1999		David/Ian Smith/Crosbi	Onex Corporation	6-Dec-1999	\$	-	\$	19,742	\$	-	\$	-	19,885	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
CLLAS2000-067	X1685	31-Dec-1999	13-Oct-1999	Mark Hayes	Armstrong Holdings Inc/TV RadioNow Corp.	27-Jul-2000	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS2000-140	Y0770	30-Jun-2000	1-May-1984	Courtney Foster	Canplas Industries Ltd.	21-Nov-2000	\$	-	\$	440	\$	-	\$	-	1,142	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
CLLAS2001-060	Y1565	9-Jan-2001	6-Nov-2000	Gillian Stacey	Pathcon Inc.	9-Feb-2001	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS2001-081	Z0223	7-Mar-2001	14-Sep-1998	Patrick Barry	BMO Nesbitt Burns Equity Partners Inc.	11-Oct-2001	\$	-	\$	-	4,358	\$	-	\$	-	4,358	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS2001-112	LBQ	27-Apr-2001		Daniel S. Miller	Mamma.Com Inc./Intasys Corp.	30-Jun-2001	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS2002-013	LBQ	31-Jul-2001		Katherine Peacocke	Anmara Corporation	10-Oct-2002	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS2002-090	LBQ	20-Nov-2001	29-Jul-2001	Janet Ferrier	Congress Financial Corporation (Canada)	31-Mar-2006	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		
CLLAS2002-156	LBQ	24-Apr-2002		Hillel W. Rosen	Metro Beaute Limtee	7-May-2002	\$	-	\$	-	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	-		

[illegible]

Claim No	LS File #	Report Date	Error Date	Insured	Claimant	Close Date	Law Society						CLLAS									
							LS Indemnity Paid	LS Other Paid	LS Legal Paid	LS Indemnity Reserve	LS Incurred Liability	LS Total Incurred	CLLAS Indemnity Paid	CLLAS Legal Paid	CLLAS Adjusting Paid	CLLAS Incurred Liability	CLLAS Adjusting Reserve	CLLAS Indemnity Reserve	CLLAS Legal Reserve	CLLAS Recov Other Reserve	CLLAS Total Incurred	
CLLAS2011-207 ✓	LBQ	26-Aug-2010 ✓		Nathan\ Sidney\ Samuel Boidman\ Horn\ Minzberg ✓	St Lawrence Trading - I. Ludmer, A. Steinberg		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2012-026	222631	22-Sep-2011	22-Sep-2008	David Stelow	Innovacion Y Desarrollo de Energia Alfa Sustainable	23-Feb-2012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2012-043	LBQ	7-Nov-2011	1-Sep-2011	Michael N. Kande	The Larry and Cookie Rossy Family Foundation et al	2-Jul-2013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2012-091	12-0026	17-Jan-2012		Samuel Minzberg	Michael Seltzer	23-Mar-2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2012-141	12-0227	12-Apr-2012		Pierre-André Themens	Estate or Beneficiary of the Estate of Claude Hum	31-Mar-2013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2012-155	12E0809	30-May-2012	9-Dec-2007	Ronald S. Wilson	White Knight investment Trust et al	5-Jun-2012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2012-167	LBQ	19-Jun-2012		Pierre-André Themens	Madelineine Brilliant (Humbert)	16-Jul-2013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2012-168	LBQ	27-Jun-2012		Sébastien Savage	R.J. Corman Railroad Group, LLC et al	14-Jan-2013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2012-174	12-0369	29-Jun-2012	28-Mar-2012	Diana R. Lyrintzis	Cominar Real Estate Investment Trust	17-Jul-2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2013-029	LBQ	16-Oct-2012	30-Nov-2012	Slava Sinigerska (former associate)	Bertex ULC and the Executors of the Estate of the	3-Dec-2013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2013-059	LBQ	28-Dec-2012		John Lennard	Sharon Steinberg Investments Inc.	17-Mar-2014	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2013-086	LBQ	26-Feb-2013		William Brock	Irving Ludmer/3488063 Canada Inc./2534 2825 Canada	5-Jun-2014	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2013-150	LBQ	27-May-2013		Sandra Mastrogioseppe	H.W. Hollinger (Canada) Inc.	15-Jul-2013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2013-160	NY	20-Jun-2013			Lone Star Real Estate Fund (Bermuda)	31-Dec-2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2013-162	NY	10-Aug-2012			Canam PO LP	31-Dec-2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2014-056	13E1959	29-Nov-2013	1-Oct-2013	Kevin/Jay/James Greenspoon/Swartz/Bunting	Quartz Capital Group Ltd.	31-Dec-2013	\$ -	\$ -	\$ -	4,683	\$ -	4,683	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2014-077	LBQ	24-Jan-2014		Robert J. Abrams	8104425 & 8104433 Canada Inc.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2014-152	LBQ	30-Jun-2014	9-Jan-2012	Benoit Archambault	M.Z. Berger & Co., Inc.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2015-015	No CST /14E1176	29-Jul-2014	6-Mar-2009	Ronald Wilson	Merrill Lynch Holdings Company	6-Jun-2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2015-027	14-0522	7-Oct-2014	9-May-2012	John Lennard	Roberto Pietrovito		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2015-088	NY	20-Feb-2015		Abraham Leitner	Saul Katzman et al	31-Dec-2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2015-122	15E0718	14-May-2015	9-Jun-2009	Robin Schwill	Joint Administrators of Nortel Networks UK Limited	18-Oct-2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2015-127	No CST	17-Jun-2015		Paul Lemarre	Woodbourne Canada LI GP LP	13-Dec-2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-011	LBQ	5-Aug-2015		Nicolas Chaput	Lane Fusilier	16-May-2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-051	15-0573	18-Nov-2015	17-Dec-2012	Robert Vineberg	Bennington Financial Services Corp., Equirex Leasing Corporation		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-051B	No CST / 123-594	6-Apr-2017	17-Dec-2012	Robert Vineberg	Bennington Financial Services Corp., Equirex Leasing Corporation		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-125	16E0519	5-Apr-2016		David Kim	Holden Rhodes/ 2471742 Ontario Inc.	13-Dec-2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-127	LBQ	14-Apr-2016		Paul Prokos	Multiple Taxpayers	29-Jan-2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2016-150	LBQ	9-Jun-2016		Lloyd Perry Feldman	Avrum Morowitz (Morrow)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2017-027	1-Sep-2016			Paul Prokos	Tony Vysniauskas, Wayne Sim	29-Jan-2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2017-052	LBQ	10-Nov-2016		Louis-Martin O'Neill	Groupe Raymond Chabot Grant Thornton	17-Dec-2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2017-065	LBQ	12-Dec-2016		Michael D. Vineberg	Unknown Estates		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2017-104	LBQ	9-Feb-2017		George Pollack	First Capital Realty Inc.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2018-028	LBQ	17-Oct-2017		Laurence Detiere	Laurentian Bank of Canada Ltd.	29-Jan-2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2018-038	No CST 17E2221 /17-0615	1-Dec-2017	5-Jun-2017	Guy Du Pont	ARIH Holdings (212) Ltd., 4092325 Investments Ltd., Burlington Retail Power Centre (South) Amalco Limited, Rusmar Triple A Acquisitions Ltd.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2018-086	18E0542	26-Mar-2018	21-Mar-2018	Mindy Gilbert	Potash Ridge Corporation	17-Apr-2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2018-111	LBQ	7-Jun-2018		John Lennard	Pactim Holdings Company, Greykarr Holdings Inc., Greykarr Holdings Company		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2018-115	18E1101	14-Jun-2018	1-May-2014	Christopher Anderson	Jose Bautista		\$ -	\$ -	\$ -	\$ -	\$ -	10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2019-006	LBQ	26-Jul-2018	26-Jun-2018	Xavier Plamondon	RioCan REIT	4-Sep-2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2019-031	18-0512	5-Oct-2018	30-Aug-2018	Shayna Goldman	Advantech AMT Corp., Advantech Wireless (EMEA) Ltd., Advantech Wireless Do Brasil Produtos De Telecomunicacoes Ltda.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2019-112	LBQ	21-May-2019		Rita de Santis	Saargummi Quebec Inc., City of Magog		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Closed by letter to CLLAS dated Feb 12, 2020

Claim No	LS File #	Report Date	Error Date	Insured	Claimant	Close Date	Law Society						CLLAS								
							LS Indemnity Paid	LS Other Paid	LS Legal Paid	LS Indemnity Reserve	LS Incurred Liability	LS Total Incurred	CLLAS Indemnity Paid	CLLAS Legal Paid	CLLAS Adjusting Paid	CLLAS Incurred Liability	CLLAS Adjusting Reserve	CLLAS Indemnity Reserve	CLLAS Legal Reserve	CLLAS Recov Other Reserve	CLLAS Total Incurred
Total							\$ 2,300,915	\$ 25,753	\$ 2,655,111	\$ -	\$ 510,000	\$ 5,491,779	\$ 15,519,673	\$ 2,255,740	\$ -	\$ -	\$ -	\$ -	\$ 125,435	\$ -	\$ 17,900,848

APPENDIX G

Risk Management Policies and Procedures

Name of Firm

Davies Ward Phillips & Vineberg 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 attach separately with the email

Risk Management Policies

The following is a summary of key risk management policies adopted by Davies Ward Phillips & Vineberg LLP (the “Firm”):

Anti-Corruption

- Policy to ensure that firm personnel do not engage or condone corrupt practices and are aware of applicable anti-bribery and anti-corruption laws.

Anti-Trust/Competition

- The Firm and all its personnel are instructed at all times to comply with all applicable competition laws. As a practical matter, the key provisions of Canadian and U.S. competition laws applicable to the Firm are prohibitions on anti-competitive agreements between competitors.

Auditors’ Response Letters

- Specifies procedures for responding to auditors’ letters by the Firm on behalf of its clients.

Client Identification/Verification

- Outlines client verification and identification requirements of by the Law Society of Ontario and the Barreau du Québec and internal firm procedures to be followed in complying with such requirements.

Confidentiality

- Outlines legal and professional obligations of partners and employees of the Firm regarding confidential information

Securities Trading

- Outlines legal and professional obligations regarding trading in securities, including procedures to be followed regarding the firm’s restricted securities list.

Conflict Searches

- Specifies procedures for conflict checks when opening all new files and, where appropriate, provides for establishing of “ethical walls” in accordance with applicable laws and law society guidelines.

Dealing with the Press

- Specifies guidelines for dealing with press inquiries regarding clients and matters.

Director, Officer Trustee & Executor Positions

- Outlines risks associated with accepting such positions and procedures to be followed, including Management Committee approval.

E-Mail

- Establishes standards for e-mail usage and storage of email records.

Escrow Agent Arrangements

- Outlines firm policy, procedures and requirements to be followed when the firm is acting as escrow agent.

Ethical Walls and Restricted Access Matters

- Provides information as to the purpose and types of ethical walls and matters that are required to be maintained on a restricted access basis and sets out procedures for establishing and updating same.

Information Security and Technology Policy

- Sets out information and requirements for all members of the Firm relating to access to, and use of, confidential information, Firm technology and the Firm's computer network.

Management of Client Files

- Outlines procedures for how documents should be dealt with throughout the course, and at the end, of a matter, the management/destruction of paper copies and the maintenance of electronic versions.

Opinions

- Establishes opinions committee to prepare standard form opinions for the Firm and sets out procedures for review and approval of all Firm opinions.

Retention and Disposal of Client Files

- Policy for the disposal of client files.

Social Media and LinkedIn

- Outlines appropriate and responsible use of social media by Firm members, in order to ensure compliance with professional and ethical obligations.

Shredding

- Specifies procedures for shredding and disposing of confidential materials.

Substance Use

- Policy regarding use or misuse of substances, including alcohol, cannabis, illicit or prescription drugs or other controlled substances.

Terms and Conditions Governing Ethical Walls and Restricted Access Matters

- Sets out the terms and conditions with which Firm members must comply when given access to matters which are subject to an ethical wall or maintained on a restricted access basis.

Trust Accounts

- Outlines legal requirements regarding : trust accounts.

Wire Transfers out of Trust Accounts

- Firm policy regarding procedures to be followed for wiring funds out of the Firm's trust account, including verbal confirmation of wire transfer instructions.

In 2007 and 2015, the Firm underwent a comprehensive risk management audit conducted by John L. Walker, Barrister and Solicitor (now Walker Sorenson LLP) which involved a review of the risk management policies and procedures of all the Firm's offices.

In 2013, the Firm rolled out the CLLAS E-Learning program, a risk management practice available to all lawyers and other professionals in all offices of the Firm.

APPENDIX H

Cyber Liability

Name of Firm

Davies Ward Phillips & Vineberg LLP

1	Personnel	Enter Yes or No
a)	Do you have a Chief Security Officer or Chief Information Security Officer or equivalent?	No
	If "no", who within the Firm is responsible for the management of and compliance with the Firm's Security Policies?	
	Melanie Koszegi - Deputy Managing Partner	
b)	Do you have a Chief Privacy Officer or equivalent?	Yes
	If "no", who within the Firm is responsible for the management of and compliance with the Firm's Privacy Policies?	
2	Protection	Enter Yes or No
a)	Do you use encryption tools to enhance the integrity and confidentiality of confidential information?	Yes
	If you use encryption tools, in which scenarios is data encrypted? (Check all statements that you believe are applicable.)	
	- Data at rest	Yes
	- Data in transit	Yes
	- Data transferred to removable media (laptops, CD's, backup tapes, USB devices, etc.)	Yes
	- None of the above	
b)	Do you use and regularly update industry-standard antivirus software?	Yes
c)	Do you install the latest software updates to reduce security vulnerabilities?	Yes
d)	Do you require that passwords be a minimum length and contain alpha and numeric characters?	Yes
e)	Do you require that passwords be regularly updated?	Yes
f)	Do you check to make sure that no spyware or adware resides on your computers?	Yes
g)	Do you use and regularly update industry-standard firewall protection systems to prevent unauthorized access to internal networks and computer systems?	Yes
h)	Is the data on your servers encrypted?	Yes
i)	Is the data on your desktop and laptop computers encrypted?	Yes
j)	Is the data on your mobile devices encrypted?	Yes
k)	Have predesignated computer system/application access rights and privileges been set for all authorized users?	Yes
l)	Is there hourly or daily automatic backup of documents and emails?	Yes
m)	Is there hourly or daily automatic backup of your firm-wide tickler system and/or your lawyers' own personal tickler systems?	Yes
n)	Are backups stored off-site at a secure location?	Yes
o)	Do you use software that can be used to wipe laptops and mobile devices clean if they are misplaced or stolen?	Yes

APPENDIX H

Cyber Liability

Name of Firm

Davies Ward Phillips & Vineberg LLP

- | | | |
|----|---|-----|
| p) | Do you use software that can detect unauthorized transfers of personal information and unauthorized copying of files? | Yes |
| q) | Do you use a metadata scrubber on documents that you transmit to clients or third parties such as opposing counsel? | Yes |

3	Incident Report	Enter Yes or No
---	-----------------	-----------------

	Do you have a written network security incident response plan?	Yes
--	--	-----

If "yes":

- | | | |
|----|---|-----|
| a) | Does it include alternative options should a critical third party outsourcing provider's operations be incapacitated? | Yes |
| b) | Does it include procedures to alert your clients that their data may have been compromised? | Yes |

4	Policies	Enter Yes or No
---	----------	-----------------

- | | | |
|----|---|-----|
| a) | Do you maintain a comprehensive information security and privacy policy that is updated and enforced on a continuous basis? | Yes |
| b) | Do you advise your lawyers of the risks of using unencrypted email? | Yes |
| c) | Does your firm advise your lawyers of the dangers of metadata? | |
| d) | Do you purchase insurance other than CLLAS coverage to protect you in the case of privacy breaches? | Yes |
| e) | Do you purchase insurance other than CLLAS coverage to protect you in the case of cyber-attacks? | Yes |

APPENDIX I

2020 Professional Liability Insurance Application and
Exemption Form Submitted to LAWPRO

Name of Firm

Davies Ward Phillips & Vineberg LLP

Please attach separately with the email

Online 2020 Firm Filing Review

General LAW FIRM Information

1. Firm Information

Name of LAW FIRM:

Address:

Phone Number:

Fax Number:

E-mail address:

Firm Website(s):

Managing Partner/LAWYER:

Office Admin/Manager:

Claims Contact:

CPD Contact:

Nature of Law Practice:

2. Contact name and title

Indicate the preferred firm contact for insurance matters.

Name:

Title:

3. 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.

4. 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.

5. Excess liability insurance

Your excess insurers include:

Liability limits:

(per CLAIM/aggregate in excess of LAWPRO POLICY limits)

\$ Million **per CLAIM**

\$ Million **aggregate**

6. Volume Billings

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

Average Gross Billings:

LAW FIRM's Coverage Options

7. DEDUCTIBLE Option

8. Innocent Party Sublimit Coverage

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

10. Real Estate Practice Coverage Option

LAW FIRM's Premium Payment Options

11. Third-party payor authorization:

The LAWYERS` 2020 insurance premium will be paid by a third party, other than another LAWYER or PARALEGAL PARTNER OR SHARHOLDER in the LAW FIRM, the LAW FIRM itself, or a management or other company of the LAW FIRM.

If the LAWYERS` 2020 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

13. Credit Card Payment Information

14. Pre-authorized Bank Payment Information

Institution:

Transit:

Account No:

Account Name:

15. Premium Payment Authorization

(complete only if paying by credit card or pre-authorized bank account withdrawal)

The undersigned LAWYER authorizes LAWPRO to charge against the designated credit card or withdraw from the account and financial institution indicated on the account information provided, the appropriate insurance premium (including taxes), based on the payment option indicated above. The undersigned LAWYER understands that LAWPRO does not charge for this service (but the designated financial institution or credit card company may).

The undersigned LAWYER agrees that this authorization will apply for 2020 and all future policy years, without further authorization, so long as the LAWYER so elects. If any changes are to be made to the payment information or payment option, the LAWYER agrees to notify LAWPRO of such changes, in writing, at least ten (10) days prior to any payment date.

The undersigned LAWYER has read and understands all of the terms and conditions below.

Terms and Conditions:

1. The undersigned LAWYER certifies that the information provided in the authorization is correct.
2. The undersigned LAWYER certifies that the bank account or credit card is in good standing, with sufficient funds to cover the payments as they become due.
3. All payments will be drawn on Canadian financial institutions only, and will be withdrawn in Canadian funds.

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

16. **I prefer to mail/fax my Premium Payment Information and will forward** , by mail or fax, **a completed Premium Payment Authorization form.**

17. **I prefer to receive our LAW FIRM's 2020 Insurance Premium Invoice by mail**

CLAIM(S) & POTENTIAL CLAIM(S)

18. Other than CLAIM(S) and POTENTIAL CLAIM(S) of which LAWPRO has been notified under the Law Society of Upper Canada 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?

Filer Information

19. Name, Phone, and E-mail

Name:

Phone:

E-mail:

This Declaration shall constitute and form part of the 2020 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 2020.

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 & Signature Declaration above.

