

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

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

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

NO

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

☒ yes      ☐ no

If "no", please provide update.

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

8. Please complete Appendices B and C to provide the following details as of March 1, 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	<u>28.5</u>	%	<u>26.2</u>	%
b) Criminal Law	<u>          </u>	%	<u>0</u>	%
c) Family Law	<u>          </u>	%	<u>0</u>	%
d) Intellectual Property	<u>          </u>	%	<u>0</u>	%
e) Labour Law	<u>          </u>	%	<u>0</u>	%
f) Litigation	<u>27.1</u>	%	<u>30.1</u>	%
g) Real Estate	<u>10.5</u>	%	<u>12.5</u>	%
h) Securities Law	<u>4.8</u>	%	<u>5.1</u>	%
i) Tax Matters	<u>          </u>	%	<u>0</u>	%
j) Wills, Estates, Trust	<u>5.0</u>	%	<u>7.4</u>	%
k) Other (please specify)	<u>24.1</u>	%	<u>23.8</u>	%

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

If "yes", please provide full details:

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

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

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

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

☐ yes      ☒ no

If "yes", please indicate preferred limit option:

<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

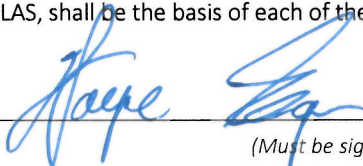
15. Under Appendix G, please provide a full description of the Firm's most current risk management policies and procedures or, if appropriate, an update to your response to Appendix G of last year's renewal application.

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: \_\_\_\_\_

**Wayne Egan, Managing Partner**

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

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

**April 15, 2020**

## APPENDIX A

## Predecessor Firms

Name of Firm

WeirFoulds 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

WeirFoulds LLP

Updated as of (Enter Date):

March 1, 2020

	CANADA						OUTSIDE OF CANADA <sup>/5</sup>				
	B.C.	Alberta	Ontario	Quebec	Nova Scotia	Other Provinces (Please specify, change heading)	U.S.	China	South Africa	Other Countries (Please specify, change heading)	Other Countries (Please specify, change heading)
a) No. of Lawyers <sup>/1</sup>			85								
b) No. of Patent & Trademark Agents <sup>/2</sup>											
c) No. of Non-lawyer Consultants <sup>/3</sup>			1								
d) No. of Paralegals											
e) No. of Other Employees			110								
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm <sup>/4</sup>			21								

/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.

Updated March 1, 2020

Appendix B-1

Last Name	First Name	Called to Bar	Joined Firm
Abela	Caroline E.	2002	2003
Ackerley	Glenn	1989	1989
Allen	Mac	2013	2013
Anand	Raj	1980	1998
Arezes	Richard J.	2010	2010
Armstrong	Alyssa	2017	2019
Astolfo	Sandra	1995	2016
Baker	Denise	2003	2013
Baek	Jennie	2008	2015
Bassett	Carleigh	2015	2015
Bogach	Faren H.	2008	2010
Boritz	Lia	2016	2016
Borsook	Lisa	1982	1982
Brock Ko	Cecile	2014	2019
Bromstein	Alan	1976	2014
Brown	David S.	1989	1989
Buhlman	John M.	1981	1981
Burns	Clare E.	1991	2008
Carpenter	Philip	2013	2018
Chaytor	Krista	2000	2000
Chiesa	Nadia	2011	2011
Cho	Philip	2002	2018
Clute	Alec K.	1985	1985
Conrod	Paul	2019	2019
Cowan	Jeffrey	1978	1978
Danay Wallace	Lisa	2015	2018
Datt	Raj	2002	2018
DiCenzo	Alexandra	2019	2019
Doak	Stephen B.	2007	2007
Dolphin	Michael	2005	2005
Dooley	Conor	2010	2010
Dougherty	M. Jill	1986	1986
Douglas	Heather	1980	2016
Dosanjh	Satnam	2019	2019
Duffy	Lori	1984	1984
Eberschlag	Robert	2000	2018
Egan	Wayne	1990	1990
Eisenberg	Robert	2015	2015
Engell	Bruce H.	1989	1989
English	Shawn	2017	2017
Ferguson	Daniel	1984	1989
Filson	Ryan	1999	1999
Finlay	Bryan	1969	1970
Flarity	Aisling	2014	2014
Foran	Sean	1990	1990
Formosa	Albert	1986	1986
Gordon	Kelsey	2018	2018
Han	Susan	1988	2017
Howard	Adrian	2017	2017



Updated March 1, 2020

Appendix B-1

Last Name	First Name	Called to Bar	Joined Firm
Jain	Vipal	2019	2019
Kehar	Raj	2011	2019
Keon	Ada	2017	2018
Kinkartz	Lara	2014	2015
Knight	David	1982	2018
Kosa	James	2006	2018
Kroman	Ralph	1984	1988
Kuchar	Brian	2011	2018
Kussner	Barnet	1991	1991
La Neve	Bianca V.	2002	2011
Lee	Karsten	2007	2007
Mah	Megan	2016	2016
McKenna	Debra	2011	2018
McLellan	Bradley	1979	1982
McNevin	Claire	2019	2019
Millar	W. A. Derry	1974	1974
Monteith	Maralynne A.	1980	2002
Morris	Ryan	2003	2014
Nadeau	Marie-Pier	2007	2018
Nugent	Patrick W.	1999	2005
O'Connor	Les J.	1974	1974
Pandell	John L.	1988	1988
Patriquin	Scot	2003	2016
Peglar	Hayley	2014	2014
Perera	Rochelle	2012	2018
Prehogan	Kenneth	1980	1980
Richards	J. Gregory	1982	1982
Risk	John	2001	2017
Ross	N. William C.	1969	1969
Rotman	Talia	2019	2019
Rouleau	Sylvain	2010	2013
Rukavina	Steven	1994	1994
Scorgie	Jeff	2015	2015
Shafir	Max	1967	2016
Sim	Janet	1982	2019
Singh	Aashima	2017	2017
Statham	Michael	1998	1998
Stephens	Kate	2018	2018
Steven	Caitlin	2016	2016
Swartz	Michael	2002	2002
Sydorenko	Julia	2018	2018
Tarshis	Debbie S.	1984	1984
Tereshyn	Christina	2015	2015
Thavaraj	Kartiga	2018	2018
Theeuwien	Kayla	2015	2015
Thompson	David R.	1989	2004
Thomson	Dan	1997	2019
Tzekas	Christopher J.	1979	1979
Vermette	Marie-Andree	2001	2001



Updated March 1, 2020

Appendix B-1

Last Name	First Name	Called to Bar	Joined Firm
Walwyn	Frank E.	1995	1995
Wilbee	Alexandra	2006	2015
Wilkinson	John B.A.	1987	1987
Wong	Vickie	1991	2016
Wong	Thomas	2012	2018
Wong	Daniel	2001	2018
Yau	Alvin	2019	2019
Yun	Sarah	2014	2014

**Professional Corporations - 2020**

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

## APPENDIX C

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

Name of Firm

WeirFoulds 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	Updated as of (Enter Date):
WeirFoulds LLP	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:	Errors and Omissions
Insurance Carrier:	Victor Canada
Policy Number:	SRD539116
Period of Insurance:	01 January 2020 - 01 January 2021
Retroactive Date:	
Limit (Per Claim):	\$5,000,000
Limit (Aggregate):	\$5,000,000

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



Victor Canada  
500 – 1400 Blair Place  
Ottawa, Ontario K1J 9B8  
Telephone 613-786-2000  
Facsimile 613-786-2001  
Toll Free 800-267-6684  
www.victorinsurance.ca

# Policy

## Errors and Omissions Insurance for Associations

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POLICY NUMBER:	SRD539116	REPLACING POLICY:	SRD518095
CLIENT NUMBER:	332156	BROKER:	RDA INC.

### DECLARATIONS

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1. SPONSORING ENTITY: ONTARIO PROFESSIONAL PLANNERS INSTITUTE (OPPI)
2. SPONSORING ENTITY'S Address: 201-234 EGLINTON AVE E  
TORONTO ON M4P 1K5
3. Policy Period: from 01 January 2020 to 01 January 2021  
at 00:01 local time at the address  
shown above without tacit renewal
4. Limits of Liability: \$ 5,000,000 per LOSS per member  
\$ 5,000,000 per policy period per member
5. Deductible: \$ 0 per LOSS
6. Premium: \$ 44 per member

*\* All amounts shown in Canadian dollars*

7. Retroactive Date: N/A
8. These Declarations provide the INSURED with coverage under the policy wording ( AS35E-SRD-16-CAN/QUE ) which is attached hereto.
9. Endorsements forming part of this policy at issuance: 1 to 11
10. INSURERS:

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

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

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

INSURANCE MANAGER: Victor Insurance Managers Inc.  
500-1400 Blair Place  
Ottawa, Ontario K1J 9B8

The INSURERS have duly authorized Victor Insurance Managers Inc. to execute and sign this policy of insurance.

Dated: 01 November 2019

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

David G. Cook, President  
Authorized Representative

# Policy

## Errors and Omissions Insurance for Associations

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

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

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### Part I – Definitions

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

1. **Bodily Injury**

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

2. **Claim**

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

3. **Damages**

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

4. **Fissionable Substance**

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

5. **Insurance Manager**

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

6. **Insured**

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

7. **Insured Member**

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

8. **Insured Services**

Those services as defined in Endorsement No. 1.

9. **Insurers**

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

10. **Loss**

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

11. **Nuclear Energy Hazard**

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

12. **Nuclear Facility**

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



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

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

### 13. Pollution

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

### 14. Radioactive Material

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

### 15. Sponsoring Entity

The SPONSORING ENTITY named in the Declarations.

## Part II – Insuring Agreements

### 1. General Agreements

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

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

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

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

### 2. Defence and Other Payments

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

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

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

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

3. The payment of the sums provided for in Item 2 of Part II is to be considered an integral part of the applicable limit of liability of the INSURERS as it erodes the limit of liability.

4. The INSURERS' obligation to defend any CLAIM ends once the available limit of liability is exhausted.

#### 5. **Territory**

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

### **Part III – Exclusions**

The coverage afforded under this policy does not apply to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLAIMS resulting from DAMAGES resulting from:

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

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

CLAIMS:

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

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

**11. Other Activities**

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

**12. Other Insurance**

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

**13. Pollution**

CLAIMS arising out of or attributable to POLLUTION.

**14. Prior Knowledge**

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

**15. Related Entities**

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

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

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

**16. War Risk**

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

**Part IV –**

**Computation of Amounts Payable by the Insurers**

**Limit of Liability of the Insurers**

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

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

**Part V – Conditions**

**1. Action Against the Insurers**

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

**2. Amendments**

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

**3. Assignment**

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

**4. Cancellation of Policy**

- (a) The INSURED MEMBER may cancel its coverage by giving written notice to the INSURANCE MANAGER to this effect, indicating when thereafter the cancellation shall be effective. The INSURANCE MANAGER will reimburse the excess of premium paid by the INSURED MEMBER over and above the premium earned for the time on risk, the calculation being made in accordance with the customary short rate table and procedure.
- (b) The SPONSORING ENTITY may cancel the master policy by giving written notice to the INSURANCE MANAGER to this effect, indicating when thereafter the cancellation shall be effective. The INSURANCE MANAGER will reimburse the excess of premium paid by the INSURED MEMBERS over and above the premium earned for the time on risk, the calculation being made in accordance with the customary short rate table and procedure.
- (c) The INSURANCE MANAGER may cancel the INSURED MEMBER'S coverage by giving to the INSURED MEMBER written notice to this effect, either by registered mail or by delivering it by hand and the termination takes effect thirty (30) days after the date of the notice; in the event of non-payment of premium, the termination

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

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

## **5. Conformity to Statute**

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

## **6. Continuity**

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

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

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

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

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

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

## **9. Notice of Claim**

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

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

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

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

## **10. Right to Audit**

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

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

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

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

## **12. Severability of Interests**

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

## **13. Subrogation**

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

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

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

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



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# Endorsement

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Endorsement No.: 0001  
Standard Form: I-2EO  
Attached to and forming part  
of Policy Number: SRD539116

## Insured Services

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

### 8. Insured Services

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

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



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# Endorsement

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Endorsement No.: 0002  
Standard Form: C-24EO  
Attached to and forming part  
of Policy Number: SRD539116

## Crisis Management Expenses Coverage

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

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

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

### 16. Crisis Management Expenses

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

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





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# Endorsement

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Endorsement No.: 0003  
Standard Form: D-4EO  
Attached to and forming part  
of Policy Number: SRD539116

## Disciplinary Action - Legal Expenses Coverage

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

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

### 17. Legal Expenses

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

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



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# Endorsement

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Endorsement No.: 0004  
Standard Form: E-11CEO-1  
Attached to and forming part  
of Policy Number: SRD539116

## Extended Reporting Provision

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

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

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

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



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# Endorsement

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Endorsement No.: 0005  
Standard Form: E-13EEO  
Attached to and forming part  
of Policy Number: SRD539116

## Employment Practices Wrongful Act Liability

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

It is agreed that, subject to a sublimit of \$100,000 per CLAIM and per policy period per INSURED MEMBER, this policy shall apply to CLAIMS for EMPLOYMENT PRACTICES WRONGFUL ACTS.

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

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

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

EMPLOYMENT PRACTICES WRONGFUL ACT means any actual or alleged:

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

EMPLOYEE means former, present or future salaried, part-time, temporary and leased employees of the INSURED MEMBER, but does not include independent contractors. EMPLOYEE also means any applicant for employment with the INSURED

MEMBER.

#### Exclusions

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

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

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

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



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# Endorsement

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Endorsement No.: 0006  
Standard Form: I-6DEO  
Attached to and forming part  
of Policy Number: SRD539116

## Definition of Insured

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

### 6. Insured

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

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



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# Endorsement

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Endorsement No.: 0007  
Standard Form: L-5EO  
Attached to and forming part  
of Policy Number: SRD539116

Libel and Slander

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

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



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# Endorsement

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Endorsement No.: 0008  
Standard Form: P-2AEO  
Attached to and forming part  
of Policy Number: SRD539116

## Penal Defence Reimbursement

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

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

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





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# Endorsement

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Endorsement No.: 0009  
Standard Form: S-3EO  
Attached to and forming part  
of Policy Number: SRD539116

Students

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

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



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# Endorsement

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Endorsement No.: 0010  
Standard Form: S-9CEO-2  
Attached to and forming part  
of Policy Number: SRD539116

## Cyber Security and Privacy Liability Extension

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

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

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

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

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

(a) CLAIM means:

any written or oral allegations of any actual or alleged:

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

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

(b) LOSS means:

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

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

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

1. Breach Event(s)

A circumstance where REMEDIATION AND NOTIFICATION EXPENSES may arise.

2. Breach Notice Law

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

3. Cyber Breach Coach

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

4. Cyber Security and Privacy Liability

Any actual or alleged:

(a) DATA PERSONAL INJURY;

(b) PRIVACY BREACH; or

(c) SECURITY BREACH;

arising out of the operations of the INSURED MEMBER.

5. Data

Representations of information or concepts in any form.

6. Data Personal Injury

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

7. Intellectual Property

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

8. Personal Information

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

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

9. Personal Injury

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

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

10. Privacy Breach

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

11. Remediation and Notification Expenses

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

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

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

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

## 12. Security Breach

Any failure to prevent:

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

## 13. Third Party Corporate Information

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

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

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



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# Endorsement

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Endorsement No.: 0011  
Standard Form: BSRDTRAIL  
Attached to and forming part  
of Policy Number: SRD539116

## Loss of Earnings

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

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

## APPENDIX D

## "Associated Firms" and "Umbrella Firms"

## Name of Firm

WeirFoulds LLP

[illegible]



## APPENDIX E

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

Name of Firm

Updated as of (Enter Date):

WeirFoulds LLP

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

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

Name of Lawyer	Province the Canadian Lawyer is based out of	Location of Office (Non-Canadian)	% of Docketed Time Relating to Non-Canadian Law
Frank Walwyn	Ontario		95%
Nadia Chiesa	Ontario		66%
Kayla Theeuwen	Ontario		80%

## 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):
WeirFoulds 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 (International)
Insurance Carrier:	Price Forbes
Policy Number:	B0507NM1900014
Period of Insurance:	15 July 2019 - 15 July 2020
Retroactive Date:	
Limit (Per Claim):	\$450,000
Limit (Aggregate):	\$450,000

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:** Professional Liability Insurance

**INSURED:** Weirfoulds LLP

**NAMED INSURED'S ADDRESS:** 4100-66 Wellington Street West  
P.O. Box 35  
TD Centre  
Toronto  
Ontario M5K 1B7  
Canada

**PERIOD:** From: 15 July, 2019  
To: 15 July, 2020  
Both days at 00:01 hours Local Standard Time at the mailing address of the Insured

**INTEREST:** Professional Liability Insurance, as more fully described in policy wording attached

**SUM INSURED:** CAD450,000 each and every claims and in the aggregate, including costs, charges and expenses

**RETENTION:** CAD50,000 each and every claim, including costs, charges and expenses

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

- (1) Predecessors in Business: All predecessor firms
- (2) Excluding claims made by associated or subsidiary companies unless emanating from an independent third party, as attached.
- (3) Excluding claims arising out of or relating to the practice of Canadian law, as attached. This insurance shall only respond to claims arising from the practice of non-Canadian law.
- (4) NMA 2852 – Contracts (Right of Third Parties) Act 1999, as attached.
- (5) LMA 5028 – Service of Suit Clause (Canada), as attached.
- (6) LMA 3100 (amended for use in Canada) – Sanction Limitation and Exclusion Clause, as attached.
- (7) RJW 038 – United States of America – Conditions Clause, as attached.

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

**NOTICES:**

LSW 1543C – Notice Concerning Personal Information, as attached  
LSW 1542F – Lloyd's Underwriters' Policyholders' Complaint Protocol, as attached  
LSW1565C – Lloyd's Underwriters Code of Consumer Rights and Responsibilities, as attached

**CHOICE OF LAW  
& JURISDICTION:**

This insurance shall be governed by and interpreted pursuant to the laws of the Province of Ontario, Canada and each party agrees to submit to the exclusive jurisdiction of the Courts of the Province of Ontario, Canada.

**PREMIUM:**

CAD31,320

**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  
LMA3104 – Canadian Endorsement, 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:

Signed and dated application form – 11<sup>th</sup> June 2019

### 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 60<sup>th</sup> 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:** 100% of 100%

**BASIS OF WRITTEN LINES:** Percentage of Whole

**SIGNING PROVISIONS:**

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

As specified under the CLAIMS AGREEMENT PARTIES and to be managed in accordance with:

- (i) The SINGLE CLAIMS AGREEMENT PARTY ARRANGEMENTS – LMA9150 for claims or circumstances assigned as Single Claims Agreement Party Claims (SCAP Claims) or, where it is not applicable, then the following shall apply as appropriate:-
- (ii) The Lloyd's Claims Scheme (Combined), or as amended or any successor thereto.

(N.B. the applicable Lloyd's Claims Scheme/part will be determined by the rules and scope of the Scheme(s)).

- (iii) IUA claims agreement practices.
- (iv) The practices of any company(ies) electing to agree claims in respect of their own participation.

The applicable arrangements (scheme, agreement or practices) will be determined by the rules and scope of said arrangements should be referred to as appropriate.

### **CLAIMS AGREEMENT PARTIES:**

- A. Claims falling within the scope of the LMA9150 to be agreed by Slip Leader only on behalf of all (re)insurers (1) subscribing to this Contract on the same contractual terms (other than premium and brokerage) and (2) to these Arrangements.

For the purposes of calculating the Threshold Amount, the sterling rate on the date that a financial value of the claim is first established by the Slip Leader shall be used and the rate of exchange shall be the Bank of England spot rate for the purchase of sterling at the time of the deemed conversion.

- B. For all other claims:

- (i) For Lloyd's syndicates

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

- (ii) Those companies acting in accordance with the IUA claims agreement practices, excepting those that may have opted out via iii below.
- (iii) Those companies that have specifically elected to agree claims in respect of their own participation.
- (iv) All other subscribing insurers that are not party to the Lloyd's/IUA claims agreement practices, each in respect of their own participation.
- (v) Notwithstanding anything contained in the above to the contrary, any ex gratia payments to be agreed by each (re)insurer for their own participation.

**CLAIMS ADMINISTRATION:**

Price Forbes & Partners and Insurers agree that any claims hereunder (including any claims related costs / fees) will be notified and administered via ECF (Electronic Claims File) with any payment(s) processed via CLASS, unless both parties agree otherwise.

Where claims or circumstances are not administered via ECF, notification, administration and payment(s) will be electronic.

Where a Lloyd's syndicate or IUA company is not an agreement party to the claim or circumstance (per CLAIMS AGREEMENT PARTIES A. above), they agree to accept correct ECF sequences for administrative purposes to ensure information is circulated to all subscribing parties.

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

None.

**EXPERT(S) FEES  
COLLECTION:**

Price Forbes & Partners to collect fees applicable to Lloyd's, IUA and LIRMA markets, unless collectable via XIS 'Expert Fees Scheme'. Non-bureau insurers will be presented with expert fee invoice by expert and settle directly with expert.

**SETTLEMENT DUE DATE:**

18 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.

**BUREAUX ARRANGEMENTS:**

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

LSW3003 (amended):  
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, the second and subsequent instalments of premium are to be taken down as additional premiums.

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.

**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.

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):**

3% Ontario Provincial Premium Tax on 100% of Premium

**COUNTRY OF ORIGIN:**

Canada

**OVERSEAS BROKER:**

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

**ALLOCATION OF  
PREMIUM TO  
CODING:**

100% - E3

**REGULATORY CLIENT  
CLASSIFICATION:**

Commercial

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**BROKER REMUNERATION AND DEDUCTIONS**

**FEE PAYABLE  
BY CLIENT?:** No

**TOTAL  
BROKERAGE:** 20%

**OTHER  
DEDUCTIONS  
FROM PREMIUM:** Nil



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

**SCHEDULE**

- Item 1 POLICY NUMBER  
NM1900014
- Item 2 FIRM  
Weirfoulds LLP
- Item 3 PREDECESSORS IN BUSINESS  
All predecessor firms
- Item 4 ADDRESS OF THE FIRM  
4100-66 Wellington Street West  
P.O. Box 35  
TD Centre  
Ontario M5K 1B7  
Canada
- Item 5 PERIOD OF INSURANCE  
From: 15 July, 2019  
To: 15 July, 2020  
Both days at 00:01 a.m. Local Standard Time at the mailing address of the Insured
- Item 6 EXPIRY DATE  
15 July, 2020
- Item 7 PREMIUM  
CAD31,320
- Item 8 SUM INSURED  
CAD450,000 each and every claim and in the aggregate, including costs, charges and expenses
- Item 9 RETENTION  
CAD50,000 each and every claim, including costs charges and expenses
- Item 10 DATE OF PROPOSAL  
11<sup>th</sup> June 2019
- Item 11 INSURER  
Lloyd's Syndicate 4000

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

## PROFESSIONAL LIABILITY POLICY

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

### I. COVERAGE:

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

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

### II. DEFINITIONS:

- 1. The term "the FIRM" shall mean the persons carrying on business under the name as stated in Item 2 of the Schedule herein and shall also include their predecessors in business as stated in Item 3 of the Schedule.
- 2. The term "INSURED" shall mean each of the following:
  - (a) The FIRM
  - (b) The partners of the FIRM and any other person or persons who may at any time and from time to time be a partner in the FIRM;
  - (c) Partners no longer in the FIRM and/or the estates of deceased partners who were partners in the FIRM at the time of the ACT;
  - (d) The FIRM'S EMPLOYEES as hereinafter defined (and/or estates of deceased EMPLOYEES) or former EMPLOYEES (and/or estates of deceased former EMPLOYEES), but only in respect of any ACT committed in the course of their employment by the FIRM in the conduct of the FIRM'S business, or as provided in Insurance Clause I (B);
  - (e) Persons designated "counsel" (and/or estates of deceased counsel) to the FIRM but only in their capacities as such, or as provided in Insuring Clause I (B);
  - (f) Former partners and EMPLOYEES in respect of services performed on behalf of the FIRM subsequent to retirement or other withdrawal from the FIRM.
- 3. The term "ACT" shall mean any act, error, or omission whether of acts, facts, law or otherwise or breach of contract or duty or libel or slander or any allegation thereof.



4. The term "EXCLUDED ACT" shall mean any ACT committed by an individual INSURED for the consequences of which coverage does not extend to that INSURED under the terms, conditions, limitations and exclusions of this policy.
5. The term "EMPLOYEE" shall include any person whom the FIRM wishes to be regarded as an employee for the purpose of this Policy, even if such person is not actually an employee.

### III. EXCLUSIONS:

This Policy excludes:

1. Any claim or circumstances in respect of which the INSURED, before the commencement of this Policy, have given written notice to the insurers on any other policy in force previous hereto;
2. Any claim other than those excluded by EXCLUSION 1 above, for which the INSUREDS are entitled to collect hereunder which is insured by any other policy or policies, except in respect of any excess beyond the amount or amounts of payments under such other policy or policies;
3. Any claim arising out of any INSURED acting in his/her capacity as director and/or officer;
4. Any claim alleging the fraud or dishonesty of any INSURED if a final judgment or other final adjudication thereof shall establish that active and deliberate fraud or dishonesty was committed by such INSURED with actual fraudulent or dishonest purpose and intent, and was material to the claim made. However, nothing contained in the foregoing shall exclude coverage to the FIRM, or to any other INSURED who was not so adjudged to have committed such EXCLUDED ACT as described above;
5. Any claim for bodily injury to, or sickness, disease or death of any person, or injury to or destruction of any tangible property, arising out of ACTS of the INSUREDS.
6.
  - i. Any claim for fines, penalties, punitive or exemplary damages, imposed by a judgment or any other final adjudication. However, this exclusion shall not apply to costs, charges and expenses incurred in the defence of any claim otherwise covered by this Policy which also demands such fines, penalties, punitive or exemplary damages;
  - ii Any award of treble or other multiple damages pursuant to any statute or law, except that the compensatory amount of such award, prior to being multiplied, shall be deemed covered if the ACTS giving rise to claim upon which such compensatory award is based are otherwise covered by this Policy. However, this exclusion shall not apply to costs, charges and expenses incurred in the defence of any claim otherwise covered by this policy solely by reason of the fact such claim demands treble or other multiple damages.
7. Any liability arising out of professional services rendered or which should have been rendered:
  - (a) in whole or in part by, in the name of or on behalf of an Association or
  - (b) in whole or in part by one or more of the member law firms of an Association other than the Insured

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

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

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

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

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

It is agreed that this Policy does not apply:

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

As used in this policy:

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

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

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

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

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

01/4/96  
NMA 1978a

#### 9. WAR AND TERRORISM EXCLUSION ENDORSEMENT

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

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

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

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

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

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

08/10/01  
NMA2918

#### IV. CONDITIONS:

1. Limits:

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

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

2. Retention:

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

1. The RETENTION stated in the Schedule

Or

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

WHICHEVER IS GREATER

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

3. Cancellation Clause and Extended Reporting Period:

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

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

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

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

4. Partnership Dissolution Extension:

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

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

5. Arbitration:

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

6. Claims Procedures:

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

3. the identity of the potential claimant;
4. the amount of actual or potential damages; and
5. how and when the INSURED first became aware of such specific act, error or omission.

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

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

7. Costs:

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

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

8. Other Conditions:

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

9. Subrogation:

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

ATTACHING TO AND FORMING PART OF POLICY NUMBER NM1900014

ISSUED TO: WEIRFOLDS LLP

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ENDORSEMENT NUMBER: ONE

ADDITIONAL EXCLUSIONS

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

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

ATTACHING TO AND FORMING PART OF POLICY NUMBER NM1900014

ISSUED TO: WEIRFOLDS LLP

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ENDORSEMENT NUMBER: TWO

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

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

30/03/00  
NMA 2852



ATTACHING TO AND FORMING PART OF POLICY NUMBER NM1900014

ISSUED TO: WEIRFOLDS LLP

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ENDORSEMENT NUMBER: THREE

SERVICE OF SUIT CLAUSE (CANADA)

(Action against Insurer)

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.

LMA5028

10/08/06

Form approved by Lloyd's Market Association

ATTACHING TO AND FORMING PART OF POLICY NUMBER NM1900014

ISSUED TO: WEIRFOLDS LLP

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ENDORSEMENT NUMBER: FOUR

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10  
LMA3100

ATTACHING TO AND FORMING PART OF POLICY NUMBER NM1900014

ISSUED TO: WEIRFOLDS LLP

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ENDORSEMENT NUMBER: FIVE

UNITED STATES OF AMERICA – CONDITIONS CLAUSE

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

Conditions

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

Exclusions

This Policy shall not apply to:-

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

RJW 038 (amended)

ATTACHING TO AND FORMING PART OF POLICY NUMBER NM1900014

ISSUED TO: WEIRFOLDS LLP

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ENDORSEMENT NUMBER: SIX

CHOICE OF LAW & JURISDICTION

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

ATTACHING TO AND FORMING PART OF POLICY NUMBER NM1900014

ISSUED TO: WEIRFOLDS LLP

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ENDORSEMENT NUMBER: SEVEN

#### 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 {Missing} 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 {Missing} 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 {Missing} days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

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

30/09/08  
LSW3001

## LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

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

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

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

Please forward your complaint to:

### **Lloyd's Underwriters**

Attention: Complaints Officer:

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

Tel: 1-877-455-6937

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

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

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

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

Toll free number: 1-877-225-0446

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

### **For Quebec clients:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

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

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

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

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

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

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

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

## **NOTICE CONCERNING PERSONAL INFORMATION**

### **How we use your information**

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

Information is collected and stored for the following purposes:

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

### **What personal information we collect about you**

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

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

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

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

### **Who we disclose your information to**

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

### **Disclosure without consent**

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

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next of kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction
- Witness statement necessary to assess, process or settle insurance claims

- Information produced in the course of employment and the disclosure is consistent with the purpose it was produced for

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

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

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

07/18  
LSW1543C



## **Code of Consumer Rights and Responsibilities**

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

### **Right to Be Informed**

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

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

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

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

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

### **Right to Complaint Resolution**

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

### **Responsibility to Resolve Disputes**

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

### **Right to Professional Service**

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

**Right to Privacy**

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

10/12

LSW1565C

## INTENTION FOR AIF TO BIND CLAUSE

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

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

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

01/11/11  
LMA5180

## SECURITY DETAILS

### REFERENCES

UMR (Unique Market Reference): B0507NM1900014

Date contract printed to PDF: 10:27 02 July 2019

## SIGNED UNDERWRITERS

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### Pembroke / Ironshore

Ciaran Cleary

<b>Written Line</b>	100.00%	<b>Signed Line</b>	100.00%
<b>Agreed on</b>	17:06 28 June 2019		

### For and on behalf of:

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

<b>Written Line</b>	<b>Signed Line</b>
100.00%	100.00%

### Bound as Slip Leader, Lloyd's Leader

<i>Lloyd's Stamp:</i>	4000
<i>LORS Code:</i>	L4000
<i>Reference:</i>	24019c19AA
<i>Description:</i>	Per AJ
<i>Risk Code(s):</i>	E3

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## SETTLEMENT INFORMATION

### Allocation of Premium to Coding

E3 at 100.00%

### Allocation of Premium to Year of Account

2019

### Terms of Settlement

Settlement Due Date: 18 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

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# APPENDIX F

Schedule of Claims and Notices As of December 31, 2019

**Name of Firm**

WeirFoulds LLP

**Updated as of (Enter Date):**

December 31, 2019

Please attach separately with the email

**Tuesday, 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			
CLLAS1988-008	LNR0016	1-Jul-1987	1-Mar-1986	JAN MATEJCEK	JOSEPH TOTHFALUSE	5-Apr-1990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1988-009	L0094	1-Jul-1987	1-Jan-1980	RICHARD R. WOZENILEK	KATHY IMPIE	1-Dec-1987	\$ 2,320	\$ -	\$ 2,464	\$ -	\$ -	\$ 4,784	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1988-015	L0671	1-Dec-1987	1-Jun-1980	PAUL M. PERELL	KEHOE GROUP	1-Apr-1988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1988-048	L1405	1-Jun-1988	1-Mar-1988	JOHN D MCKELLAR	BARTOR HOLDINGS	1-Mar-1989	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1989-004	MNR020	27-Jul-1988	1-Nov-1987	LES A. VANDOR	J & L SARTO	9-Jan-1990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1989-016	M1337	1-Feb-1989	1-Jan-1987	G.R. Baker	SPIRA/GOLDEN SEVILLE	1-Aug-1992	\$ -	\$ -	\$ 1,053	\$ -	\$ -	\$ 1,053	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1989-024	MNR250	1-Jan-1989	1-Nov-1988	LYNDA C. TANAKA	RADOM TRUST	9-Apr-1990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1989-031	M1552	1-Apr-1989	1-Nov-1988	W.A.D. MILLAR	MARY LIPTON	1-Sep-1989	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1989-044	M1589	1-May-1989	1-Dec-1987	RICHARD R. WOZENILEK	VULCAN PACKAGING	1-Dec-1992	\$ 65,000	\$ -	\$ 41,165	\$ -	\$ -	\$ 106,165	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1989-056	M1837	1-Jun-1989	1-Jun-1989	LOUISE POULIN	N Y WOMEN'S SHELTER	1-Nov-1989	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1989-082	M2250	1-Jun-1989	1-Jun-1989	ROBERT B. WARREN	TRENTWAY - WAGER INC.	1-Sep-1989	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1989-083	M2470	1-Jun-1989	1-Oct-1988	ELIZABETH MITCHELL	WAYNE R. MACINNES	1-Oct-1990	\$ -	\$ -	\$ 1,097	\$ -	\$ -	\$ 1,097	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1989-084	MNR522	1-Jun-1989	1-Jun-1988	MILES O'REILLY	ALDO LORENZETTI	31-Dec-1993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1989-085	M2286	1-Jun-1989	1-Sep-1988	CHERYL L. MILNE	THEMER DEV.	17-Mar-1994	\$ -	\$ -	\$ 2,671	\$ -	\$ -	\$ 2,671	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1989-086	M2333	1-Jun-1989	1-Jun-1989	STEVEN K. D'ARCY	BRUCE STRONGMAN	1-Oct-1989	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-005	NO100H	1-Jul-1989	1-Jun-1989	LISA A. BORSOOK	JEFFREY LIPSON	1-Jan-1991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-019	NNR252K	1-Dec-1989	1-Nov-1989	Les J. O'Connor	STEVENS ON EQUIPMENT LTD	30-Jun-1993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-021	NO709W	1-Nov-1989	1-Oct-1989	RONALD K. WEBB	567164 ONTARIO LTD	1-Oct-1991	\$ -	\$ -	\$ 22,850	\$ -	\$ -	\$ 22,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-022	NO882K	1-Dec-1989	1-Dec-1989	J. WILKINSON	ERESCO CONTRACTING LTD	1-Dec-1990	\$ -	\$ -	\$ 804	\$ -	\$ -	\$ 804	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-023	NO850H	1-Dec-1989	1-Jul-1989	A. CLUTE	B. & E. SULLIVAN	15-May-1990	\$ -	\$ -	\$ 479	\$ -	\$ -	\$ 479	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-024	NO799W	1-Dec-1989	1-Sep-1989	GORDON R. BAKER	COASTER HOLDING&FINANCE	15-Apr-1989	\$ -	\$ -	\$ 910	\$ -	\$ -	\$ 910	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-035	N2060	6-Feb-1990	15-Jan-1989	John P. Hamilton	BUGLE CONSTRUCTION COMPANY LIMITED	1-May-1991	\$ -	\$ -	\$ 2,274	\$ -	\$ -	\$ 2,274	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-054	N1808	1-Apr-1990	15-Jun-1989	RICHARD R. WOZENILEK	T.L.C.PROPERTIES INCORPORATED	1-Jan-1991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-056	N1866	15-May-1990	15-Feb-1990	PETER M. DAIGLE	STEPHEN SURA (CANADA) LIMITED	1-Sep-1990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-057	N1898	15-Apr-1990	15-Jan-1989	R.S. Sleightholm	HARRY De GORTER	1-Feb-1991	\$ -	\$ -	\$ 375	\$ -	\$ -	\$ 375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-058	NNR461	15-May-1990	15-Jan-1989	R.S. Sleightholm	MR.RAYMOND	3-Apr-1992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-062	N1949	15-May-1990	15-Mar-1990	ANGELA K. SHAFFER	ROYAL TRUST CORPORATION OF CANADA	1-Apr-1991	\$ -	\$ -	\$ 214	\$ -	\$ -	\$ 214	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-073	NNR450	15-Apr-1990	1-Jan-1989	TIMOTHY I.G. HYDE	THE WOODMAN GROUP INC. (CORTESE ASSOCIATES)	28-Sep-1992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-074	NNR450	15-Apr-1990	15-Sep-1988	TIMOTHY I.G. HYDE	THE WOODMAN GROUP INC. (CORTESE COVENANT)	15-Apr-1991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-075	N2375	15-Apr-1990	1-Jul-1989	J.GREGORY RICHARDS	CASIMIRO ANGELO MAIOCCO	1-Aug-1990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-092	O0010	25-Jun-1990	1-Mar-1989	MALCOLM S. ARCHIBALD	CHRISTIAN BROWN	1-Apr-1991	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1991-003	O0187	31-Jul-1990	31-Dec-1986	GORDON R. BAKER	SEATECH/GOLIATH INVESTORS	29-Oct-2002	\$ -	\$ -	\$ 41,751	\$ -	\$ -	\$ 41,751	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1991-014	O0330	30-Sep-1990	30-Jun-1978	John P. Hamilton	ROWNTREE BEACH ASSOCIATION	9-May-1994	\$ -	\$ -	\$ 28,705	\$ -	\$ -	\$ 28,705	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1991-024	O0827	1-Oct-1990	1-Nov-1988	N.W.C. ROSS	KENNETH HAGGERTY	1-Sep-1992	\$ -	\$ -	\$ 71,806	\$ -	\$ -	\$ 71,806	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1991-026	O0350	1-Sep-1990	1-Nov-1989	ALAN G. BELAICHE	ISSIE WEINBERG	1-Mar-1991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1991-027	O0701	1-Oct-1990	1-Aug-1990	GLENN ACKERLEY	TODDGLEN CONSTRUCTION LIMITED	1-Mar-1993	\$ -	\$ -	\$ 36,642	\$ -	\$ -	\$ 36,642	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1991-044	O1426	1-Dec-1990	1-Oct-1988	R.S. Sleightholm	DOUGLAS McLEOD	1-Mar-1992	\$ -	\$ -	\$ 1,682	\$ -	\$ -	\$ 1,682	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1991-056	O0702	1-Oct-1990	1-Aug-1990	GLENN ACKERLEY	TODDGLEN CONSTRUCTION LIMITED	1-Mar-1993	\$ -	\$ -	\$ 380	\$ -	\$ -	\$ 380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1991-080	P0756	1-Mar-1991	1-Jan-1987	Gordon Baker	HAROLD AND INGRID THEMER ET AL	1-Feb-1992	\$ -	\$ -	\$ 2,443	\$ -	\$ -	\$ 2,443	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1991-082	P0682	1-Mar-1991	1-Mar-1990	LISA A. BORSOOK	RENO REALTY HOLDINGS LIMITED	1-Jan-1992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1991-087	PNR112	11-Apr-1991	17-Aug-1990	Kenneth Prehogan	ASPECTX INDUSTRIES INC.	10-Jan-1992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1991-088	P1315	9-May-1991	1-Jan-1990	TOM WILSON	RESTIC INVESTMENTS LIMITED(F.H.S. INVESTMENTS LTD)	1-Jul-1991	\$ -	\$ -	\$ 428	\$ -	\$ -	\$ 428	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1991-114	P1443	14-May-1991	1-Jan-1991	Les J. O'Connor	E.G.M. CAPE AND COMPANY	1-Jun-1992	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1991-129	P1944	28-Jun-1991	1-Jun-1990	MALCOLM ARCHIBALD	BEVERLEY GORDON - GORDON ESTATE	1-Dec-1991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1991-130	ONR158	10-Oct-1990	1-Aug-1987	Bryan Finlay	R.K. HESS - ESTATE OF PHYLLIS HESS	24-Jun-1992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1991-131	P1873	21-Jun-1991	3-Jun-1991	Lynda Tanaka	CITY OF MISSISSAUGA/ INSURED ALSO CYDNEY ISRAEL	1-Nov-1991	\$ -	\$ -	\$ 671	\$ -	\$ -	\$ 671	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-001	P2155	18-Jul-1991	19-Mar-1991	Albert G. Formosa	RONALD AND LESLIE OWTTTRIM	24-Aug-1993	\$ 11,653	\$ -	\$ -	\$ -	\$ -	\$ 11,653	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-011	P2626	30-Sep-1991	31-Jul-1984	LISA A. BORSOOK	PENSIONFUND REALTY LIMITED	30-Jun-1994	\$ -	\$ -	\$ 4,431	\$ -	\$ -	\$ 4,431	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-040	P3172	25-Oct-1991	1-Dec-1991	WAYNE ROSENMAN	ERIC JOHNSON/PROVENDER CORP.	6-Nov-1991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-058	N/A	1-Dec-1991	1-Sep-1990	T.B.A. T.B.A.	TRITEN CORPORATION	1-Jun-1992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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		
CLLAS1992-063	P2356	2-Aug-1991	1-Jul-1990	DAVID S. BROWN	TRENTWAY WAGAR	1-Dec-1991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-064	P4094	1-Dec-1991	1-Apr-1990	ELIZABETH MITCHELL	EL GATO INCORPORATED (Mardie MacDonald)	30-Jun-1994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-065	P3949	13-Dec-1991	1-Jan-1989	Tom Tithecott	UNIROYAL GOODRICH CANADA INC./PROVINCIAL TIRE LTD.	30-Jun-1993	\$ -	\$ -	\$ 3,244	\$ -	\$ -	\$ -	\$ 3,244	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-072	Q3883	1-Dec-1991	13-Dec-1991	G.H. RUST-D'EYE	CHILDREN'S AID SOCIETY OF THE REGION OF PEEL	11-Mar-1994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-075	Q0393	1-Feb-1992	1-Aug-1991	WENDY KADY	BOYD NEIL	1-Jun-1992	\$ -	\$ -	\$ 590	\$ -	\$ -	\$ 590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-076	Q3891	7-Feb-1992	1-Jan-1992	JILL Dougherty	IVO ANZLOVIC	20-Sep-1993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-096	Q3916	24-Feb-1992	24-Jan-1992	GARY FREEDMAN	BILL GROBANOPOULOUS	31-Dec-1992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-097	P3033	1-Oct-1991	23-Sep-1991	GARY M. CAPLAN	THE COMPLAX CORPORATION	1-Dec-1992	\$ -	\$ -	\$ 1,348	\$ -	\$ -	\$ 1,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-112	Q0927	31-Mar-1992	1-Jan-1988	John P. Hamilton	Euan and Joan Ferguson	1-Jun-1992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-134	Q1302	7-May-1992	1-Sep-1990	John Wilkinson	ERESCO CONTRACTING LTD. ET AL	1-Dec-1992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-135	Q1108	1-Apr-1992	1-Aug-1989	JOHN M. BUHLMAN	FAB-REC STEEL LIMITED	3-Apr-1993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-136a	Q1158	31-May-1992	31-Jan-1988	Gordon Baker	MR. GESTETNER	31-May-1996	\$ -	\$ 1,364	\$ 21,129	\$ -	\$ -	\$ 22,493	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-136b	Q1158	31-May-1992	31-Jan-1988	Gordon Baker	WH100(LEADING EDGE ELECTRONICS LTD. ET AL) (1988)	31-May-1996	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-136c	Q1158	31-May-1992	31-Jan-1988	GORDON R. BAKER	AstroWave (1989)	31-May-1996	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-154	Q1669	12-Jun-1992	1-Mar-1986	JEFFREY G. COWAN	ALLIED CHEMICAL	1-Dec-1992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-175	Q1824	30-Jun-1992	31-Jan-1992	DAVID R. WINGFIELD	MOHAMED PUNJANI/852152 ONTARIO INC.	25-Sep-1998	\$ -	\$ 1,846	\$ 3,586	\$ -	\$ -	\$ 5,432	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-176	Q1814	30-Jun-1992	1-Apr-1989	Les J. O'Connor	Mod-Aire Homes Limited	20-Sep-1993	\$ -	\$ -	\$ 4,552	\$ -	\$ -	\$ 4,552	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-177	Q1702	29-Jun-1992	1-Aug-1989	Dan Ferguson	JAMES C. RATHGEBER	28-Feb-1994	\$ -	\$ 2,200	\$ 3,200	\$ -	\$ -	\$ 5,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-011	Q2587	31-Oct-1992	31-May-1985	GARRY J. (D) SMITH	TOMAS DEUTSCH	30-Jun-1994	\$ -	\$ -	\$ 15,351	\$ -	\$ -	\$ 15,351	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-015	Q2652	29-Sep-1992	29-Jul-1992	Ken Prehogan	REGIONAL MUNICIPALITY OF HALTON ATS	1-Nov-1992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-021	Q2797	5-Oct-1992	16-May-1989	RON SLEIGHTHOLM	ARTHUR MORRISSEY	30-Jun-1993	\$ -	\$ -	\$ 360	\$ -	\$ -	\$ 360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-027	Q3570	31-Dec-1992	31-Jan-1988	STEVEN D'ARCY	BRUCE STRONGMAN (BSH Dev. & Strongman Invst Ltd.)	30-Jun-1994	\$ -	\$ 1,765	\$ -	\$ -	\$ -	\$ 1,765	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-043	Q3385	30-Nov-1992	31-Jan-1992	JEFF G. COWAN	HEN-SIEG HOLDINGS LTD./Krieser	5-Dec-1997	\$ -	\$ 2,137	\$ -	\$ -	\$ -	\$ 2,137	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-052	Q3595	31-Dec-1992	30-Sep-1992	JOHN CAMPBELL	CITY OF KITCHENER	10-Apr-1995	\$ -	\$ -	\$ 4,391	\$ -	\$ -	\$ 4,391	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-056	R0034	1-Jan-1993	1-Jan-1992	Alberta G. Formosa	IPCF PROPERTIES INC.	1-Mar-1993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-065	R0264	21-Jan-1993	20-Mar-1990	BRIAN D. SHELDRICK	Alexander Orr	28-Feb-1993	\$ -	\$ -	\$ 2,843	\$ -	\$ -	\$ 2,843	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-066	R0277	28-Feb-1993	31-Jan-1992	PETER DAIGLE	Nick Pinto/Plumbing and Heat	16-Mar-1995	\$ -	\$ 1,114	\$ -	\$ -	\$ -	\$ 1,114	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-067	R0122	31-Jan-1993	31-Jan-1985	DEBBIE TARSHIS	Royal Trust Corp/O'Reilly	30-Sep-1996	\$ -	\$ -	\$ 8,102	\$ -	\$ -	\$ 8,102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-068	Q3505	15-Dec-1992	30-Apr-1991	Daniel P. Ferguson	Fort Villa Motor Inn Ltd.	13-Aug-2001	\$ 175,000	\$ -	\$ 127,630	\$ -	\$ -	\$ 302,630	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-071	R0561	31-Mar-1993	31-Aug-1988	Gordon Baker	Richard Nelson/Pepper, Weberg	19-Sep-1995	\$ -	\$ -	\$ 3,698	\$ -	\$ -	\$ 3,698	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-094	R1113	30-Apr-1993	30-Jun-1983	R. Wayne Rosenman (retired)	P. RICHARDSON DEV. CO. LTD.	5-Feb-1996	\$ -	\$ -	\$ 3,793	\$ -	\$ -	\$ 3,793	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-107	R2354	1-May-1993	28-Feb-1992	JOHN HAMILTON	Ontario College of Certified Social Workers	2-Sep-1994	\$ 5,000	\$ -	\$ 4,768	\$ -	\$ -	\$ 9,768	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-123	R1861	27-May-1993	31-Jan-1992	LYNDA C.E. TANAKA	Corp. of the Township of Charlottenburgh	22-Sep-1993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-145	Q3690	31-May-1993		GLENN ACKERLEY	Linda Davies Real Estate Ltd.	30-Jun-1993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-146	R2448	30-Jun-1993	1-Jun-1993	Albert G. Formosa	Adelaide Capital Corporation	30-Jun-1994	\$ -	\$ 645	\$ 9,067	\$ -	\$ -	\$ 9,712	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-147	R2479	30-Jun-1993	1-Aug-1990	GRAEME H. McPHAIL	Reuter-Stokes Canada	14-Oct-1993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-148	R2248	25-Jun-1993	31-Jan-1992	IAN JAMES LORD	Jonathan Vrozos and Ye Olde Brunswick House	7-Oct-1993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-011	R2736	6-Aug-1993	29-Jun-1989	Gordon Baker	Astra Wave/Pepper Weber/Sloan	30-Jun-1996	\$ -	\$ 7,509	\$ 25,752	\$ -	\$ -	\$ 33,261	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-016	R2990	1-Sep-1993	1-Jul-1981	MIKE McQUAID	Lawgren Group Inc.	22-Jan-2002	\$ 500,000	\$ -	\$ 51,896	\$ -	\$ -	\$ 551,896	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-018	R3052	31-Aug-1993	1-Apr-1992	JEFF G. COWAN	Mod-Aire Homes Limited	21-Sep-1993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-042	R3591	29-Oct-1993	1-Jan-1993	GLENN ACKERLEY	Nugget Construction Company Ltd.	14-Jul-1997	\$ -	\$ 1,641	\$ -	\$ -	\$ -	\$ 1,641	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-049	R3776	12-Nov-1993	1-Oct-1990	JOHN HAMILTON	University of Guelph	31-Dec-1994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-057	R3958	24-Nov-1993	20-Nov-1993	PETER M. DAIGLE	Matthews Group Ltd.	18-Jan-1994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-061	R4257	8-Dec-1993	1-Aug-1986	IAN LORD	Woodbine Realty Ltd/651 Yonge St. Holdings	4-Jun-1996	\$ -	\$ -	\$ 1,123	\$ -	\$ -	\$ 1,123	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-070	S0352	7-Feb-1994	1-Oct-1993	SUE METCALFE	Peter Langmuir	29-Jun-1994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-133	S1522-P	19-May-1994	1-Jun-1993	Deborah Tarshis	Adelaide Capital Corp.	28-Jun-1994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-147	S1896-L	24-Jun-1994	1-Jun-1989	Alec Chute	Royal Bank	30-Jun-1995	\$ 90,000	\$ -	\$ 15,122	\$ -	\$ -	\$ 105,122	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-148	S2013	7-Jun-1994	29-May-1994	Milton Chambers	Corewall Inc.	27-Sep-1994	\$ -	\$ 634	\$ -	\$ -	\$ -	\$ 634	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -













[illegible]

# APPENDIX G

## Risk Management Policies and Procedures

**Name of Firm**

WeirFoulds LLP

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

**Please attach separately with the email**

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### RISK MANAGEMENT POLICIES

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#### Conflicts of Interest

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Lawyers as Directors

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

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

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

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

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

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

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

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

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

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

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

# APPENDIX H

## Cyber Liability

### Name of Firm

WeirFoulds 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?	
	Director IT	
b)	Do you have a Chief Privacy Officer or equivalent?	No
	If "no", who within the Firm is responsible for the management of and compliance with the Firm's Privacy Policies?	
	Risk Partner	
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.)	No
	- 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?	No
i)	Is the data on your desktop and laptop computers encrypted?	No
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

WeirFoulds LLP

- |    |   |     |
|----|---|-----|
| p) | Do you use software that can detect unauthorized transfers of personal information and unauthorized copying of files? | No  |
| q) | Do you use a metadata scrubber on documents that you transmit to clients or third parties such as opposing counsel?   | Yes |

<b>3</b>	<b>Incident Report</b>	<b>Enter Yes or No</b>
----------	------------------------	------------------------

	Do you have a written network security incident response plan?	No
--	--	----

If "yes":

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

<b>4</b>	<b>Policies</b>	<b>Enter Yes or No</b>
----------	-----------------	------------------------

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

# APPENDIX I

2020 Professional Liability Insurance Application and  
Exemption Form Submitted to LAWPRO

Name of Firm

WeirFoulds 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.**









