



Canadian Lawyers Liability Assurance Society

**2022/2023 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.



6. Since last year's 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 February 15, 2022:
- 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.



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>20.9</u>	%	<u>25.5</u>	%
b) Criminal Law	<u>0</u>	%	<u>0</u>	%
c) Family Law	<u>0</u>	%	<u>0</u>	%
d) Intellectual Property	<u>2.9</u>	%	<u>0</u>	%
e) Labour Law	<u>0</u>	%	<u>0</u>	%
f) Litigation	<u>27</u>	%	<u>26.7</u>	%
g) Real Estate	<u>8.8</u>	%	<u>7.9</u>	%
h) Securities Law	<u>7.6</u>	%	<u>10.6</u>	%
i) Tax Matters	<u>1.8</u>	%	<u>0</u>	%
j) Wills, Estates, Trust	<u>7.4</u>	%	<u>3.3</u>	%
k) Other (please specify)	<u>23.6</u>	%	<u>26.0</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 last year's 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 and 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, 2021. 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 in excess of \$500,000.



Note: All claims or notices require the following details: name of lawyer, name of claimant, date claim reported, error date, date claim closed (if applicable), a brief description of the claim including damages sought, amount paid (legal & indemnity, and amount reserved (legal & indemnity).

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

☐ yes ☒ no

If "yes", please indicate preferred limit option:

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

If you currently buy the maximum limits available (i.e., \$250MM including the umbrella layer) would you be interested in purchasing an additional umbrella layer of \$30MM?

☐ yes ☐ no

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, with Appendix I, a copy of the Firm's 2022 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: Denise Baker  
*(Who shall be the designated contact person between CLLAS & the Firm as respects this insurance.)*

Date: February 28, 2022

## 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 February 15, 2022

Name of Firm  
WeirFoulds LLP

Updated as of (Enter Date):  
February 15, 2022

	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	St. Kitts and Nevis	Other Countries (Please specify, change heading)
a) No. of Lawyers <sup>/1</sup>			96							1	
b) No. of Patent & Trademark Agents <sup>/2</sup>											
c) No. of Non-lawyer Consultants <sup>/3</sup>			3								
d) No. of Paralegals											
e) No. of Other Employees			116								
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>			23								

/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 their 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 Feb 15, 2022

Appendix B-1

Last Name	First Name	Called to Bar	Joined Firm
Abela	Caroline E.	2002	2003
Ackerley	Glenn	1989	1989
Alizadeh	Anna	2016	2021
Allen	Mac	2013	2013
Anand	Raj	1980	1998
Arezes	Richard J.	2010	2010
Armstrong	Alyssa	2017	2019
Astolfo	Sandra	1995	2016
Azari	Dara	2017	2021
Baker	Denise	2003	2013
Benattar	Abby	2021	2021
Bobechko	Janet	1991	2020
Borsook	Lisa	1982	1982
Bromstein	Alan	1976	2014
Brown	David S.	1989	1989
Buhlman	John M.	1981	1981
Burns	Clare E.	1991	2008
Carpenter	Philip	2013	2018
Chang	William	2019	2021
Chaytor	Krista	2000	2000
Cheeseman	Eliott	2019	2021
Chehadé	Patricia	2021	2021
Chiesa	Nadia	2011	2011
Cho	Philip	2002	2018
Clute	Alec K.	1985	1985
Clutterbuck	Alyssa	2017	2021
Cowan	Jeffrey	1978	1978
Danay Wallace	Lisa	2015	2018
Datt	Raj	2002	2018
De Melo	James	2020	2020
deSereville	Chantal	2018	2020
Doak	Stephen B.	2007	2007
Dolphin	Michael	2005	2005
Dooley	Conor	2010	2010
Dougherty	M. Jill	1986	1986
Douglas	Heather	1980	2016
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
Fleck	Lorraine	2005	2022
Foran	Sean	1990	1990
Formosa	Albert	1986	1986
Goldstein	Micah	2013	2020
Grafstrom	Viktoria	2020	2020

Updated Feb 15, 2022

Appendix B-1

Last Name	First Name	Called to Bar	Joined Firm
Han	Susan	1988	2017
Isaj	Lori	2017	2021
Jacobsen	Peter	1978	2020
Jain	Vipal	2019	2022
Jaskiewicz	Wojtek	2004	2021
Kehar	Raj	2011	2019
Kinkartz	Lara	2014	2015
Kosa	James	2006	2018
Kriszenfeld	Dana	2021	2021
Kroman	Ralph	1984	1988
Kuchar	Brian	2011	2018
La Neve	Bianca V.	2002	2011
Lee	Karsten	2007	2007
Lund	Charles	2021	2021
Ly	Michael	2018	2020
MacDonald	Andrew	2008	2020
Mah	Megan	2016	2016
Main	Lucy	2008	2021
Martins	Carlos	1996	2020
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
Nae	Bogdan	2020	2021
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
Phlteos	Janice	2021	2021
Pichini	Iris	2009	2022
Pirzada	Yusha	2018	2021
Poushin	Arman	2021	2021
Prehogan	Kenneth	1980	1980
Richards	J. Gregory	1982	1982
Romano	Emma	2018	2020
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
Sidlar	Natalia	2020	2021
Siferd	John	2020	2020
Sim	Janet	1982	2019



Updated Feb 15, 2022

Appendix B-1

Last Name	First Name	Called to Bar	Joined Firm
Sinclair	Abbey	2013	2021
Sinn	Francisca	2000	2020
Skrow	Max Anthony	2020	2020
Statham	Michael	1998	1998
Steven	Caitlin	2016	2016
Suszek	Agatha	2020	2020
Swartz	Michael	2002	2002
Tereshyn	Christina	2015	2015
Theeuwien	Kayla	2015	2015
Thompson	David R.	1989	2004
Thomson	Dan	1997	2019
Tian	Shawn	2019	2021
Tomar	Jay	2019	2021
Tzekas	Christopher J.	1979	1979
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
Wong	Agatha	2018	2021
Yun	Sarah	2014	2014

**Professional Corporations - 2021**

#	Laywer Name	Lawyer type	Corp Name
1	Ken Prehogan	Contract Lawyer	Kenneth Prehogan Professional Corporation
2	Ralph Kroman	Contract Lawyer	Ralph H. Kroman Professional Corporation
3	Jeff Cowan	Contract Lawyer	Jeff G. Cowan Professional Corporation
4	Francisca Sinn	Contract Lawyer	MCFS Professional Corporation
5	Wojtek Jaskiewicz	Contract Lawyer	Wojtek Jaskiewicz Professional Corporation
6	Glenn W. Ackerley	Partner	Glenn W. Ackerley Prof. Corp.
7	Albert G. Formosa	Partner	Albert G. Formosa Prof. Corp.
8	Raj Anand	Partner	Raj Anand Prof. Corp.
9	Lisa A. Borsook	Partner	Lisa A. Borsook Prof. Corp.
10	John M. Buhlman	Partner	John M. Buhlman Prof. Corp.
11	Krista R. Chaytor	Partner	Krista R. Chaytor Prof. Corp.
12	Denise Baker	Partner	Denise Baker Prof. Corp.
13	Wayne Egan	Partner	Wayne Egan Prof. Corp.
14	Daniel P. Ferguson	Partner	Daniel P. Ferguson Prof. Corp.
15	Ryan M. Filson	Partner	Ryan M. Filson Prof. Corp.
16	Sean G. Foran	Partner	Sean G. Foran Prof. Corp.
17	James G. Kosa	Partner	James G. Kosa Prof. Corp.
18	Karsten T. Lee	Partner	Karsten T. Lee Prof. Corp.
19	Bradley N. McLellan	Partner	Bradley N. McLellan Prof. Corp.
20	Michael R. Swartz	Partner	Michael R. Swartz Prof. Corp.
21	Michael Dolphin	Partner	Michael D. Dolphin Professional Corporation

**Professional Corporations - Added between Jan 1 and Feb 15, 2022**

#	Laywer Name	Lawyer type	Corp Name
22	Iris Pichini	Contract Lawyer	Iris Pichini Law Professional Corporation
23	Lorraine Fleck	Contract Lawyer	Fleck Professional Corporation

## APPENDIX C

Active Non-Lawyer Consultants Of The Firm As Of February 15, 2022  
(Excluding Patent & Trademark Agents)

**Name of Firm**  
WeirFoulds LLP

Updated as of (Enter Date):  
February 15, 2022

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.



Mailing Address:  
265 Exmouth Street  
Sarnia, ON, Canada, N7T5M7

675 Cochrane Drive., Suite 200, East Tower  
Markham, ON, Canada L3R 0B8  
T: (905) 305-1054  
F: (905) 305-1093  
[www.hubinternational.com](http://www.hubinternational.com)

### CERTIFICATE OF INSURANCE

TO: To Whom It May Concern

THIS IS TO CERTIFY THAT insurance has been effected as shown below:

INSURED: WeirFoulds LLP, and other insureds who may be identified in the policy.

INSURER: Lloyds Underwriters  
Liberty International Canada - LEAD

POLICY NO.: B0507NM2100014  
PLTO295099018 - LEAD

POLICY EXPIRY: July 15, 2022 12:01 A.M. Local Standard Time  
July 1, 2022 12:01 A.M. Local Standard Time

COVERAGE: Lawyer's Professional Liability Insurance

LIMIT OF LIABILITY: CDN\$1,000,000 each claim and CDN\$2,000,000 in the aggregate

DEDUCTIBLE: CDN\$50,000.

RE: The above policy extends to the Foreign Legal Consultant services provided by Carissa Mears, but only while performing services in their professional capacity as Attorney, Barrister, Solicitor, Counsellors at Law Notaries, or however designated on behalf of WeirFoulds LLP

This certificate is valid at the date of issuance.

This certificate is issued for information only, and confers no rights on any holder and imposes no liability upon the insurer, which assumes no responsibility whatsoever in furnishing this certificate.

The Policy contains all the terms and conditions of coverage. The policy is not limited to claims by or in connection with the above-noted certificate-holder. The Limit of Liability may be inclusive of damages and claims expenses; the aggregate limit is the maximum available for all covered claims.

PRO-FORM SINCLAIR PROFESSIONAL

Dated: February 19, 2022

By: \_\_\_\_\_  
Authorized Representative

## EVIDENCE OF INSURANCE FOR ERRORS AND OMISSIONS COVERAGE

*THIS DOCUMENT IS ISSUED AS EVIDENCE OF INSURANCE, IT DOES NOT CONSTITUTE  
A LEGAL CONTRACT OF INSURANCE*

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OPPI, as the Master Policyholder, has procured Insurance under a Master Policy in respect of persons who are members of the Master Policyholder. This document is issued to you as evidence that your name has been added as a person insured under the Master Policy.

The coverage provided is in accordance with the terms and conditions contained in the Master Policy. The Master Policy is available for inspection upon application to the Master Policyholder. The details that follow are those shown in the Master Policy as applicable to you. In the event of any discrepancy between the details contained in this document and those shown in the Master Policy then those shown in the Master Policy shall prevail.

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Master Policy No: UMR: B1284CB22A199A / Policy Number CB22A199A CB22A199A-C (ii) EO - 05

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Effected in accordance with Agreement: B1284CB22A199A with certain Lloyd's Underwriters through Lloyd's approved Coverholder ("the Coverholder"): BMS Canada Risk Services Ltd.

Member Information:

Julia Beatrix Sjaarda

66 Wellington Street West 4100

Toronto, Ontario, M5K 1B7

Effective from: 1<sup>st</sup> January 2022 - 1<sup>st</sup> January 2023

both dates 12:01am Standard Time at the address of the Master Policyholder.

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Coverage: As Per Master Policy

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Territorial Limits: As Per Master Policy

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Limits of Liability/Sums Insured: \$5,000,000 Per Claim Limit  
\$5,000,000 Aggregate Limit

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In the event of a claim under this Evidence of Insurance, please notify:  
Crawford & Company  
Email: [BMSclaims@crawco.ca](mailto:BMSclaims@crawco.ca)  
Telephone Number: 1-877-805-9168

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Dated this 1<sup>st</sup> of January, 2022

Signed By:  for BMS Canada Risk Services Ltd. on behalf of the Underwriters.

## EVIDENCE OF INSURANCE FOR ERRORS AND OMISSIONS COVERAGE

*THIS DOCUMENT IS ISSUED AS EVIDENCE OF INSURANCE, IT DOES NOT CONSTITUTE  
A LEGAL CONTRACT OF INSURANCE*

---

OPPI, as the Master Policyholder, has procured Insurance under a Master Policy in respect of persons who are members of the Master Policyholder. This document is issued to you as evidence that your name has been added as a person insured under the Master Policy.

The coverage provided is in accordance with the terms and conditions contained in the Master Policy. The Master Policy is available for inspection upon application to the Master Policyholder. The details that follow are those shown in the Master Policy as applicable to you. In the event of any discrepancy between the details contained in this document and those shown in the Master Policy then those shown in the Master Policy shall prevail.

---

Master Policy No: UMR: B1284CB22A199A / Policy Number CB22A199A CB22A199A-C (ii) EO - 05

---

Effected in accordance with Agreement: B1284CB22A199A with certain Lloyd's Underwriters through Lloyd's approved Coverholder ("the Coverholder"): BMS Canada Risk Services Ltd.

Member Information:

Paul Chronis

5462 Landsborough Avenue

Mississauga, Ontario, L5R 3X2

Effective from: 1<sup>st</sup> January 2022 - 1<sup>st</sup> January 2023

both dates 12:01am Standard Time at the address of the Master Policyholder.

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Coverage: As Per Master Policy

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Territorial Limits: As Per Master Policy

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Limits of Liability/Sums Insured: \$5,000,000 Per Claim Limit  
\$5,000,000 Aggregate Limit

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In the event of a claim under this Evidence of Insurance, please notify:  
Crawford & Company  
Email: [BMSclaims@crawco.ca](mailto:BMSclaims@crawco.ca)  
Telephone Number: 1-877-805-9168

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Dated this 1<sup>st</sup> of January, 2022

Signed By:



for BMS Canada Risk Services Ltd. on behalf of the Underwriters.

# APPENDIX C

Active Non-Lawyer Consultants Of The Firm As Of February 15, 2022  
(Excluding Patent & Trademark Agents)

Name of Firm

WeirFoulds LLP

Updated as of (Enter Date):

February 15, 2022

## SECTION B

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

Type of Exposure:	Errors & Omissions
Insurance Carrier:	BMS Canada Risk Services LTD.
Policy Number:	CB22A199A
Period of Insurance:	Jan 1, 2022 - Jan 1, 2023
Retroactive Date:	n/a
Limit (Per Claim):	\$ 5,000,000.00
Limit (Aggregate):	\$ 5,000,000.00

Type of Exposure:	Lawyer's Professional Liability Insurance
Insurance Carrier:	HUB, Lloyds Underwriters
Policy Number:	B0507NM2100014
Period of Insurance:	Feb 18, 2022 - July 15, 2022
Retroactive Date:	n/a
Limit (Per Claim):	\$1,000,000
Limit (Aggregate):	\$2,000,000

## 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

WeirFoulds LLP

Updated as of (Enter Date):

February 15, 2022

## 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
Nadia Chiesa	Ontario		45%
Kayla Theeuwen	Ontario		65%

## 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  
WeirFoulds LLP

Updated as of (Enter Date):  
February 15, 2022

### 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:	B0507NM2000014
Period of Insurance:	15 July 2021 - 15 July 2022
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

**NAMED 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 2021  
To: 15 July 2022  
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:** CAD 450,000 each and every claims and in the aggregate, including costs, charges and expenses

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

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

- (1) Predecessors in Business: All predecessor firms
- (2) Excluding claims made by associated or subsidiary companies unless emanating from an independent third party, as attached.
- (3) Excluding claims arising out of or relating to the practice of Canadian law, as attached. This insurance shall only respond to claims arising from the practice of non-Canadian law.
- (4) NMA 2852 – Contracts (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.
- (8) IUA 04-017 – Professional Indemnity Cyber and Data Protection Law Endorsement, 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:**

CAD 42,950

**PREMIUM  
PAYMENT TERMS:**

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

**TAXES PAYABLE  
BY INSURED AND  
ADMINISTERED  
BY INSURER(S):**

None

**RECORDING,  
TRANSMITTING  
& STORING  
INFORMATION:**

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

**INSURER  
CONTRACT  
DOCUMENTATION:**

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

LMA5180 – Intention for AIF to Bind Clause, as attached

**NOTICE OF  
CANCELLATION  
PROVISIONS:**

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

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

**INFORMATION**

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

- Renewal Application Form, signed and dated 14 June 2021 (21 pages)

#### **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

### **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.

**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



**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 (HAM)

**BASIS OF AGREEMENT TO  
CONTRACT CHANGES:**

Subject to GUA (Version 2.0 February 2014) incorporating the Professional Indemnity Schedule (May 2005).

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 2021

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.

In the event the Settlement Due Date (as detailed in Subscription Agreement) and/or the Risk Code and/or Year of Account (as detailed in Fiscal and Regulatory) differ from those shown in the Security Schedule attached hereto, the information recorded in the Security Schedule shall take precedence.

**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% Provincial Premium Tax for Ontario on 100% of Premium.

**COUNTRY OF ORIGIN:**

Canada

**REGULATORY RISK  
LOCATION:**

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:**

E3 – 100%

**REGULATORY CLIENT  
CLASSIFICATION:**

Commercial

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

**SCHEDULE**

**Item 1 POLICY NUMBER**

NM2100014

**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 2021

To: 15 July 2022

Both days at 00:01 hours Local Standard Time at the mailing address of the Insured

**Item 6 EXPIRY DATE**

15 July 2022

**Item 7 PREMIUM**

CAD 42,950

**Item 8 SUM INSURED**

CAD 450,000 each and every claim and in the aggregate, including costs, charges and expenses

**Item 9 RETENTION**

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

**Item 10 DATE OF PROPOSAL**

14 June 2021

**Item 11 INSURER**

Lloyd's Syndicate 4000 (HAM)

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.

- (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.

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 NM2100014

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 NM2100014

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 NM2100014

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 NM2100014

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 NM2100014

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 NM2100014

ISSUED TO: WEIRFOLDS LLP

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ENDORSEMENT NUMBER: SIX

**PROFESSIONAL INDEMNITY CYBER AND DATA PROTECTION LAW ENDORSEMENT**

- 1) This endorsement takes priority over any other provision in this contract.
- 2) Save as expressly provided in this endorsement, or by other restrictions in this contract specifically relating to the use of, or inability to use, a **Computer System**, no cover otherwise provided under this contract shall be restricted solely due to the use of, or inability to use, a **Computer System**.
- 3) This contract excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from or directly arising out of:
  - a) a **Cyber Act**; or
  - b) any partial or total unavailability or failure of any **Computer System**;  
  
provided the **Computer System** is owned or controlled by the insured or any other party acting on behalf of the insured in either case; or
  - c) the receipt or transmission of malware, malicious code or similar by the insured or any other party acting on behalf of the insured.
- 4) This contract excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided:
  - a) to the insured or any other party acting on behalf of the insured by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the insured;
  - b) by any utility provider, but only where such failure or interruption of service impacts a **Computer System** owned or controlled by the insured or any other party acting on behalf of the insured.
- 5) This contract excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **Data Protection Law** by the insured or any other party acting on behalf of the insured.
- 6) Any cover for costs of reconstituting or recovering lost, inaccessible or damaged documents owned or controlled by the insured or any other party acting on behalf of the insured in this contract shall not apply to **Data**.

For the purposes of this endorsement the following definitions apply:

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any **Computer System**.

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

**Data Protection Law** means any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

**IUA 04-017      27.11.2020**

ATTACHING TO AND FORMING PART OF POLICY NUMBER NM2100014

ISSUED TO: WEIRFOLDS LLP

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ENDORSEMENT NUMBER: SEVEN

**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 NM2100014

ISSUED TO: WEIRFOLDS LLP

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ENDORSEMENT NUMBER: EIGHT

#### **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

## 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-notices>.

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 to kin or authorized representative of an injured, ill or deceased individual

- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction
- Witness statement necessary to assess, process or settle insurance claims
- Information produced in the course of employment and the disclosure is consistent with the purpose it was produced for

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

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

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

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): B0507NM2100014

Date contract printed to PDF: 12:25 30 July 2021

## SIGNED UNDERWRITERS

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### Hamilton / Hamilton Insurance DAC

Nancy Ahrens

**Written Line**

100.00%

**Signed Line**

100.00%

**Agreed on**

09:06 30 July 2021

**For and on behalf of:**

**Written Line**

**Signed Line**

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

100.00%

100.00%

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

*Lloyd's Stamp:* 4000

*Reference:* Y1385C21A000

*Description:* NA per CC

*Risk Code(s):* E3

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## SETTLEMENT INFORMATION

### Allocation of Premium to Coding

E3 at 100.00%

### Allocation of Premium to Year of Account

2021

### Terms of Settlement

Settlement Due Date: 10 September 2021

Instalment Premium Period of Credit: 0 day(s)

Adjustment Premium Period of Credit: 0 day(s)

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

### Bureau Leader and Lloyd's Leader

Nancy Ahrens

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# APPENDIX F

Schedule of Claims and Notices As of December 31, 2021

Name of Firm

WeirFoulds LLP

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

December 31, 2021

Please attach separately with the email



### Cautionary and Reported Claims – Updated to February 22, 2022

**Legend:**

Closed

Open

Insured	(Potential) Claimant	LawPRO #	CLLAS #	Comments
Abela	Caroti et al. v. Vuletic et al.	21E-0329	2021-078	Reported March 1, 2021. Closed after the defendants motion to stay the action was dismissed in May 2021.
Ackerley/ <b>Conrod</b>	Honeywell International Inc., Honeywell Limited, and Wagner, Falconer & Judd, Ltd.	20E-1395	2021-016	Reported September 10, 2020. Closed February 9, 2021.
Ackerley	Anthony Porretta	21E-1293	2021-133	Reported June 29, 2021. No further updates.
Ackerley	Omega Drywall	21E-0715	2021-106	Reported April 26, 2021. Closed April 29, 2021.
Allen	Brett and Tanis Michelsen	19E-0044	2019-065	Reported January 17, 2019. No known claims as of this date. Closed by LawPRO for lack of activity as of April 15, 2020.
Allen	Edward Jong	20E-1956	2021-044	Reported November 19, 2020. No known claims as of this date
Anand	Errol Massiah	17E-1280	2018-001	No known claims as of this date.

Arezes	JRB-383 Chartwell Holdings Ltd.	21E-0408	2021-089	Reported March 11, 2021.
Brown, David	Home Insulation Corporation	14E-0711	2014-122	Settled as of October 1, 2014 – Awaiting settlement documents.
Buhlman	Bloom Ltd.	18E-0206	2018-069	Reported to LawPRO February 14, 2018 and to CLLAS February 21, 2018. No known claims as of this date. Last update June 3, 2021 – discussion between Sean Tinsdale of LAWPRO and John McNair. Agreed that the claimant can fight the motion as they see fit but the insurers are not undertaking to pay the legal expenses or indemnify for costs.
Buhlman	Dieter Knoppke	18E-0815	2018-102	Reported May 11, 2018. No known claims as of this date.
Burns	Gary Posner and Elaine Kay	17E-2523	2018-123	Reported June 28, 2018. No known claims as of this date.
Book	McFlow Capital Corp.		2019-011	Reported July 25, 2018. No known claims as of this date.
Bogach	Walsh Construction	16E-0582	2016-128	Last reviewed December 15, 2016.

				No known claims as of this date. Motion for summary judgment dismissed. Action is in trial January to February, 2020.
Bogach	Paramita Enterprises Ltd.	19E-1618	2020-015	Reported on a cautionary basis on August 22, 2019. No known claim as of this date. Tolling Agreement entered into as of September 21, 2021.
Bogach	Provincial Road Markings Inc.	21E-2125	2022-026	Reported on a cautionary basis on October 28, 2021. Closed December 8, 2021.
Bogach	Stubbe's Precast Commercial Ltd.	19E-1362	2020-005	Reported on a cautionary basis July 24, 2019. Closed January 8, 2021.
Boritz	Foodfest	19E-1853	2020-031	Reported on a cautionary basis September 27, 2019. Settled internally as of February 25, 2020.
Brown, David/ Formosa/ and Allen	George Leslie Kemeny	15E-2136	2016-087	Reported December 22, 2015 (re: Irrevocable direction prepared by WF for G.L. Kemeny.
Buhlman	Hornick	16E-1311	2017-008	Settlement finalized as of March 3, 2017. LawPRO (Michael Kortes) will keep the file "open" for a period of time and ask Peter Wardle to do the same.
Burns	Willitts Estate, Thomas and Douglas Willitts	19E-0594	2019-090	Reported on a cautionary basis. Closed on a no claims basis as of October 30, 2019.
Chaytor	Laundry Lounge	19E-0478	2019-092	Reported on a cautionary basis March 5, 2019. Andre Fiset appealed the decision from the application (2019 ONSC 3216). The appeal was heard and dismissed in February 2020 (2020 ONCA 166).

				No further information as of this date.
Chaytor	BF Truck & Car Repairs	19E-1946	2022-087	Reported January 22, 2021.
Chaytor	McFadzean Equibit Litigation	21E-1574	2022-010	Reported August 13, 2021. Closed August 18, 2021.
Chaytor	The Corporation of the City of Peterborough	19E-1444	No CLLAS File	Closed with deductible of \$14,535.36 as of March 31, 2020.
Cowan	Adalbert Sausik    Pine Forest Beach Estates Ltd.	20E-0992	2020-124	Reported June 29, 2020. Closed by LawPro on February 19, 2021.
Doak/Ferguson	Stepan Canada	21E-1442	2022-004	Reported July 22, 2021. Closed by LawPro September 22, 2021.
Dougherty/Kinkartz	Kosiner	20E-0647	2020-109	Reported April 22, 2020. Last follow up with LawPRO on September 1, 2021 to advise that there have been no known updates to report.
Dougherty	Ontario College of Social Workers and Social Service Workers	17E-0255	2017-108	Claim reported February 27, 2017. Closed via LawPRO dated March 27, 2017.
Duffy	Hershoran		No CLLAS File	Settled as of January 24, 2017.
Duffy	Lesley Barnett/ Dorothy Margaret Payne Estate	18E-1668	2019-025	Reported September 18, 2018. File put in abeyance by LawPRO as of September 20, 2018.

				Closed as of February 24, 2019.
Doak	Katherine Van De Mark	16E-0497	2016-099	LawPRO closed as of August 24, 2016.
Engell	Premium Properties Limited v. Aird & Berlis	14E-2206	2015-069	<p>Reported January 12, 2015. Cautionary. No claim as of January 23, 2015.</p> <p>Mr. Al Esterbauer of Koskie Minsky LLP appointed as LawPRO investigative/repair counsel.</p> <p>Draft Claim delivered by Premium Properties to WF on February 1, 2016.</p> <p>Draft Claim of Premium Properties delivered by WF to LawPRO and CLLAS on February 2, 2016.</p> <p>Claim has been issued. LawPro has appointed Peter Wardle as counsel. Parties considering mediation prior to discoveries.</p>
Egan	Charles R. Allen	03E-0531	2003-195	Closed as of November 17, 2014
Fairley	Clyde&Co. Canada	13E-1745	2014-030	<p>Last updated September 30, 2014.</p> <p>No known claims as of this date.</p>
Ferguson	TELUS Communications Inc,	16E-1432	2017-020	<p>Alexandra Lev-Farrell, Berkow Youd Lev-Farrell Das LLP LawPRO appointed counsel. Update letter to Rosanne Manson dated November 25, 2016.</p> <p>Letter to Rosanne Manson (LawPRO) of March 10, 2017 reporting that there had been a meeting with Julia Schatz on March 8, 2017 and that a mediation may be scheduled for early resolution.</p>

				Letter to Rosanne Manson of October 5, 2017. Claimant has not commenced claim as of yet but time is running out to make that decision.  Client confirmed in September 2018 that it would not pursue any claim.
Ferguson	Scotia Merchant Capital Corporation	17E-1268	2018-002	File closed as of July 31, 2017 as a “no claim paid” basis.
Ferguson	Strongman Investments Ltd.	16E-0508	2016-098	Letter to LawPRO, Anna Reggio, dated January 11, 2017. File closed December 12, 2017.
Ferguson	Accina Investments Ltd.	19E-2558	2020-051	Reported November 14, 2019. Closed as of February 21, 2020.
Filson	The SUM Group Inc.	18E-0670	2018-096	Reported April 20, 2018.  No known claims as of this date.
Goldenberg, R	Harold Themer	LawPRO 122789  16E-2326	2017-076	Reported December 22, 2016.  Closed as of January 18, 2017.
Jaskiewicz	Dave / Zaplotinsky		2022-033	Reported December 1, 2021. LawPro counsel engaged re: potential claims for costs.
Formosa	City of Barrie	12E-0735	2012-153	Reported to LawPRO April 6, 2015.  No known claims as of this date.
Formosa	The Sabre Group Marketing Services	17E-2299	2012-103	Reported to LawPRO December 15, 2017.  No known claims as of this date.

Formosa	699147 Ontario Inc./Paul Li	18E-0968	2018-109	<p>Reported May 30, 2018.</p> <p>WF obtained order removing the firm as lawyers of record July 17, 2018.</p> <p>No known claims as of this date.</p> <p>File is essentially resolved although an Assessment of Costs Hearing is scheduled for September 1, 2 and 3, 2020.</p>
Formosa	Vandezande, Kirk	17E-2310	2018-042	<p>Reported to LawPRO December 13, 2017; Phone call with LawPRO claims counsel December 20, 2017 (Angela Hewko); Reported to CLLAS December 21, 2017;</p> <p>LawPRO closed on a “no claim paid” basis on March 14, 2018.</p>
Glick	Retirement Homes Regulatory (“RHRA”)	17E-2038	2018-033	<p>Reported to LawPRO December:</p> <p>Resolved as of December 13, 2018.</p>
Khan/Wong/WF	Softchoice LP (Rowat)	20E-1573	2021-019	<p>Reported September 29, 2020. No known claims as of December 31, 2021. This was a conflict allegation. WF sent the client to new counsel in October 2020.</p>
Kuchar	The Fifth Wall Corp.	22E-0214	2022-071	<p>Reported February 14, 2022.</p>
Lackie	229334 Ontario Inc.	PC118920 15E-1247	2016-013	<p><b>Note:</b> The cautionary letter was delivered by Lauren’s previous firm, Ellyn Law LLP. Igor Ellyn advised Lauren that a cautionary notice had been filed and provided the confirmation receipt number of PC118920. Reported August 13, 2015.</p> <p>Letter to Michael Kortes dated March 2, 2017, at Kortes’ invitation, providing background facts to</p>

				<p>LawPRO for LawPRO to determine which party is to compensate LawPRO. Kortes implied that there will be no liability on the part of Lauren.</p> <p>File closed. See report sent to Lauren dated March 30, 2017.</p>
La Neve	Thorp (As Estate Trustee for the Estate of Thorp)	19E-0364	No CLLAS File	<p>Reported on a cautionary basis March 8, 2019.</p> <p>Resolved by Order of Justice Penny, dated March 8, 2019.</p> <p>Closed on a no claims basis as of March 26, 2019.</p>
Lee	Kearns Technology Inc.	20E-0618	2020-110	<p>Reported April 25, 2020.</p> <p>Closed April 29, 2020.</p>
Morris	Resco	21E-1653	2022-014	Reported August 23, 2021.
Nugent	Elizabeth Grant International Inc./Marion Witz Pres.		2015-068	<p>Reported December 18, 2014 by LJO in MRS absence. Cautionary. No claim as of January 23, 2015.14E-1517.</p> <p>PN advised of February 5, 2015 that LawPRO had closed matter.</p>
Nugent	1659736 Ontario Ltd.	16E-1722	2017-046	<p>Reported October 21, 2016.</p> <p>Closed November 29, 2016.</p>
Nugent	Alphabet Self Storage Inc.	131346	2020-044	<p>Reported on a cautionary basis as of October 28, 2019.</p> <p>No known claim as of this date.</p> <p>Presumed to be closed as per email with P. Nugent dated April 28, 2020.</p>



Nugent	Queen Kingston Holdings Inc.		2021-090	Reported as of March 12, 2021.
Kroman	Domino	18E-2328	2019-050	Reported on a cautionary basis December 7, 2018. No known claims as of this date. Closed as of March 26, 2019.
O'Connor	GHD Limited	18E-1643	2019-018	Reported on a cautionary basis September 6, 2018. No known claim as of this date.
O'Connor	Sukhdev and Kashmir Randhawa	19E-1404	2020-004	Reported on a cautionary basis on July 24, 2019. No known claim as of this date.
O'Sullivan/Diana	Gary Freedman/Freedman Development Group		2021-007	Reported August 24, 2020. Client confirmed on October 21, 2020 that no claim would be pursued.
Prehogan	Yermus	17E-1040	2017-158	Reported June 20, 2017. No known claims as of this date. Resolved except Yermus still claims that WF should pay his legal fees associated with dispute with CRA. Closed.
Prehogan	Universal Stainless & Alloys Inc.	18E-1141	2018-125	Reported on a cautionary basis June 14, 2018. No known claim as of this date.
Risk	Ryan Dean	19E-1860	2020-028	Reported September 27, 2019. Claim issued but LawPRO counsel does not see any liability (or merit to the case). Notice of Intent to defend served October 30, 2019. Ian Epstein, Blaney McMurtry LLP appointed as claims counsel.

				<p>Plaintiff (Ryan Dean) in companion actions has had his claims dismissed and, to date, has accumulated over \$95K in costs awards against him.</p> <p>Action as against John Risk and John McNeil Risk Corporation were dismissed as of March 15, 2021.</p> <p>File not officially closed as of March 15, 2021.</p>
Rosenman	Gordon Kaiser		2018-114	Reported June 13, 2018.
Ross	Fire-Ball	21E-0824 and 0825	2021-110	Reported April 29, 2021. LawPro closed file for inactivity on November 30, 2021 but discussions continue over draft releases.
Sim	Estate of Marcelle deFraitas	19E-1611	2020-021	Reported on a cautionary basis August 29, 2019. Closed December 9, 2019. No claims basis.
Swartz	Brook Restoration/Geoffrey Grist		2016-097	<p>Reported on a cautionary basis November 16, 2016.</p> <p>Phil Sanford, McCarthy Tetrault appointed as LawPRO counsel (see Initial Letter to Insured dated November 22, 2016).</p> <p>No known claim as of this date.</p>
Swartz	Brook Restoration/Geoffrey Grist	21E-1002	2021-118	<p>Client alleged that WF has “messed up the file”</p> <p>Reported on a cautionary basis May 20, 2021.</p> <p>Client retracted the statement.</p> <p>Closed May 27, 2021.</p>
Swartz	Dependable Mechanical	19E-2990	2021-091	<p>Reported March 16, 2021.</p> <p>Closed August 11, 2021.</p>

Tereshyn	Goutziorlis	20E-1023	2020-125	LawPro appointed Susan Sack as counsel. WF is not a party to the action but it is not yet known whether the plaintiff will seek an order for third party discovery of a WF lawyer.
Theeuwen	Bruce and Fatima Tisdale	17E-2375	2018-053	Letter to LawPro dated 29 December 2017; Letter from LawPro dated 8 January 2018; Letter to the firm's former clients dated 11 January 2018; and Completed CLLAS Reporting Form dated 16 January 2018.  Closed (no claims basis) April 4, 2018.
Thompson	Brewers Retail Inc.	19E-2424	2020-058	Reported on a cautionary basis November 29, 2019. Gavin Tighe, Gardiner Roberts appointed as LawPRO counsel. Tighe does not see liability. Brewers Retail wishes to enter into a tolling agreement. LawPRO's view is to not enter into tolling agreement and let Brewers Retail take action if it is going to take action. It is unlikely that they will take action as they likely also take the view that there is no claim.  No known claim as of this date.  Closed November 29, 2019.
Tzekas	Township of the Archipelago	16E-1962	2017-056	Reported on a cautionary basis November 16, 2016. Phil Sanford, McCarthy Tetrault appointed as LawPRO counsel (see Initial Letter to Insured dated November 22, 2016).  Closed on a no claims basis as of June 27, 2017.

Tzekas	Frank Inglis		2019-075	Reported on a cautionary basis February 6, 2019. No known claims as of this date. Client agreed to let the action be dismissed. Email from CJT dated June 4, 2019.
Wilkinson	Boxing Ontario	19E-2127	2020-049	Reported on a cautionary basis November 1, 2019. No known claim as of this date.

# 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**

All conflicts analysis is routed through the firm's risk management partner and, where necessary, issues of legal conflict are sent to a conflicts committee comprised of the risk management partner and two other partners for determination in accordance with the requirements of the LSO's Rules of Professional Conduct, the common law and the firm's retainer agreements. Issues raising business conflicts are determined by the firm's management with the input of the risk management partner.

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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?	Yes
	If "no", who within the Firm is responsible for the management of and compliance with the Firm's Privacy Policies?	
2	Protection	Enter Yes or No
a)	Do you use encryption tools to enhance the integrity and confidentiality of confidential information?	Yes
	If you use encryption tools, in which scenarios is data encrypted? (Check all statements that you believe are applicable.)	
	- Data at rest	Yes
	- Data in transit	Yes
	- Data transferred to removable media (laptops, CD's, backup tapes, USB devices, etc.)	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?	Yes
j)	Is the data on your mobile devices encrypted?	Yes
k)	Have predesignated computer system/application access rights and privileges been set for all authorized users?	Yes
l)	Is there hourly or daily automatic backup of documents and emails?	Yes
m)	Is there hourly or daily automatic backup of your firm-wide tickler system and/or your lawyers' own personal tickler systems?	Yes
n)	Are backups stored off-site at a secure location?	Yes
o)	Do you use software that can be used to wipe laptops and mobile devices clean if they are misplaced or stolen?	Yes

# APPENDIX H

## Cyber Liability

### Name of Firm

WeirFoulds LLP

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

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

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

If "yes":

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

<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? | Yes |
| 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

2022 Professional Liability Insurance Application and  
Exemption Form Submitted to LAWPRO

**Name of Firm**

WeirFoulds LLP

Please attach separately with the email

## Online 2022 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` 2022 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` 2022 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 2022 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 2022 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 2022 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 2022.

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.**









