



Canadian Lawyers Liability Assurance Society

2023/2024 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):

2. Address of principal office:

Phone: _____ Fax: _____

3. Address, phone, and fax numbers of other office(s):

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

5. Is the Firm a multi-disciplinary partnership (“MDP”)? ☐ yes ☐ no

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



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.

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 15th, 2023:

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

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:

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, 2022. 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 the Firm currently purchases \$60M xs \$160M under the optional excess layer, will the Firm purchase coverage under the CLLAS second umbrella layer (\$30M xs \$250M)?

☐ 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 2023 Professional Liability Insurance Application and Exemption Form submitted to LawPro.

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

Signature: _____

(Must be signed by a Partner of the Firm)

Name of Signatory: _____

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

Date: _____

APPENDIX A

Predecessor Firms

Name of Firm

Cassels Brock & Blackwell 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, 2023

Name of Firm

Cassels Brock & Blackwell LLP

Updated as of (Enter Date):

February 15, 2023

	CANADA						OUTSIDE OF CANADA ^{/5}				
	B.C.	Alberta	Ontario	Quebec	Nova Scotia	Other Provinces (Please specify, change, heading)	U.S.	China	South Africa	Other Countries (Please specify, change, heading)	Other Countries (Please specify, change, heading)
a) No. of Lawyers ^{/1}	32	17	150								
b) No. of Patent & Trademark Agents ^{/2}	0	0	0								
c) No. of Non-lawyer Consultants ^{/3}	0	0	1								
d) No. of Paralegals	13	7	40								
e) No. of Other Employees	36	25	257								
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm ^{/4}	15	17	61								

/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.

APPENDIX C

**Active Non-Lawyer Consultants Of The Firm As Of February 15, 2023
(Excluding Patent & Trademark Agents)**

Name of Firm
Cassels Brock & Blackwell LLP

Updated as of (Enter Date):
February 15, 2023

SECTION A

[illegible]

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

/2 Please complete this column only for individuals who are not acting under the supervision of a lawyer and for that portion of time the individual is not acting under the supervision of a lawyer.

APPENDIX C

Active Non-Lawyer Consultants Of The Firm As Of February 15, 2023
(Excluding Patent & Trademark Agents)

Name of Firm

Cassels Brock & Blackwell LLP

Updated as of (Enter Date):

February 15, 2023

SECTION B

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

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):	

APPENDIX E

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

Name of Firm

Cassels Brock & Blackwell LLP

Updated as of (Enter Date):

February 15, 2023

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
Ryan Jacobs	Ontario		Up to 5%

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

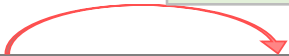
Please provide the following information on lawyers primarily resident in Canada who provide Professional Services part time in an office or branch of the Firm located in the United States. Please only report on lawyers with more than 5% of docketed time in this category.

[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
Cassels Brock & Blackwell LLP

Updated as of (Enter Date):
February 15, 2023

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:	
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):	

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

APPENDIX F

Schedule of Claims and Notices As of December 31, 2022

Name of Firm

Cassels Brock & Blackwell LLP

Updated as of (Enter Date):

December 31, 2022

Please attach separately

APPENDIX G

Risk Management Policies and Procedures

Name of Firm

Cassels Brock & Blackwell 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

CLLAS Renewal Application

Appendix G — Risk Management Policies and Procedures

(originally filed in 2009; latest review and revision February 2023)

Name of Firm: Cassels Brock and Blackwell LLP

1. Please advise if there is a committee or partner with overall responsibility for professional liability risk management of your firm.

The Audit & Risk Management Committee (ARMC) maintains overall responsibility for professional liability risk management at the Firm. In the performance of that function, the Co-Chairs of ARMC, namely Marc Mercier and David Redford (both of whom are Unit Partners), are supported by a full-time Conflicts and Risk Officer, namely Monica Pak, a full-time Compliance and Contracts Counsel, namely Kristen Lai, and the Firm's General Counsel, namely Tamara Prince, along with Gordon Goodman (Unit Partner and ARMC member) and Kristin Taylor (the Firm's Managing Partner).

The ARMC is responsible for the administration of the various insurance policies maintained by the Firm. This Committee, which includes at least one senior litigation lawyer and two executive committee members, monitors all claims made against and otherwise reported to the professional liability policies. This Committee also includes at least one lawyer with direct insurance industry experience (namely Gordon Goodman), who helps monitor our overall insurance limits and exposure to risk.

The ARMC is also responsible for maintaining standards of practice and ethics within the Firm and, where applicable and/or relevant to risk-related matters, helps to guide the Firm's various enterprise-wide training and development programs. It also deals with matters involving conflicts or potential conflicts of interest, complaints from clients and a variety of other matters.

The Firm's Compliance and Contracts Counsel is the primary point of contact for Engagement Letters and Outside Counsel Guidelines.

The Firm Conflicts and Risk Officer is the primary point of contact for identifying and resolving conflict issues and overseeing protective measures such as confidentiality screens and client consents.

2. Please provide a full description of the firm's risk management policies and procedures and include the following:

The Firm has written policies and procedures dealing with a number of risk management areas, including conflicts of interest, trust funds, lawyers acting as directors and officers, ownership of significant interests in a client, audit enquiries, professional conduct, ethics and standards, professional development, confidentiality and security, pre-clearance of securities trades, file intake, retainers, sanctions and IT usage. The Firm also provides guidance to lawyers regarding opinions and outside counsel guidelines.

- (a) A list of the firm's written risk management policies and procedures (e.g. with respect to client intake, conflict checking, lawyers acting as directors or officers) and how these policies and procedures are communicated (e.g. internal practice policy or policy manual, seminars, etc.).

The Firm's risk management practices, policies and procedures are documented in the Firm's policy manual and in stand-alone policies, which include the following:

- client intake
- conflict checking
- directors and officers
- professional errors and omissions
- securities trading
- ownership interest in clients
- IT usage relative to cyber-security matters
- sanctions

New lawyers and other employees receive instruction regarding the Firm's risk management practices, policies and procedures during orientation and on-boarding sessions that are carried out at the commencement of their employment. All risk management practices, policies and procedures are readily accessible to all lawyers and staff on-line at all times on the Firm's intranet and in the Firm's document management system. Lawyers and staff are advised of updates to the Firm's risk management practices, policies and procedures as they occur and appropriate amendments are reflected in the policy manual and document management system and on occasion integrated into the Firm's ongoing professional development and training programs.

Lawyers are also instructed to reach out to the ARMC, General Counsel, and/or Conflicts and Risk Officer in the event that they have any risk-related questions. This commitment to open lines of communication and transparency is supported through appropriate messaging from the offices of the Co-Chairs of the ARMC, the Firm's Managing Partner and the Firm's General Counsel.

- (b) The firm's procedure for opening or starting work on a file (e.g. use of a standard new client form, retainer letter, conflict check, approval process, etc.).

File Openings

For all new client file-opening forms that are received, the client and matter name is searched on both client and matter levels. If any potential conflict is found, the initiating lawyer/assistant is notified. If the Accounting Department is advised that there is no conflict, the file is opened. If the Accounting Department is advised that there is a conflict, the file is not opened.

For all new matters (for existing clients), the client and matter name are searched on both client and matter levels. A Daily Open Client & Matter report is circulated firm-wide to all lawyers and assistants. As expressly noted in each opening statement of that daily report, it is the responsibility of each lawyer to review the report and act immediately if a potential conflict is disclosed.

Conflict Inquiries

For all prospective clients and all new matters for existing clients, unless in the latter case it is absolutely clear that there is no opposite party or, if so, that it is absolutely clear that, for whatever reason, there could be no conflict, the initiating lawyer sends a conflict inquiry using the Conflict Search form.

When a conflict inquiry is received, the File Opening Clerk does a systems search of the client database (open and closed). The data includes recorded opposite parties. If any potential conflict is revealed, a conflict report printout is produced and sent to the initiating lawyer to discuss/resolve with any other lawyers involved, if that can be done without revealing confidential information. In situations where it may be necessary to reveal confidential information in order to assess and resolve a potential conflict, the Conflicts and Risk Officer receives this confidential information separately from each side and provides guidance regarding the conflict (without revealing the confidential information).

Retainer Letter

The firm's policy is that there must be an engagement letter in place with a client to cover all files for that client (even for existing clients). Typically, engagement letters are issued for each matter. The engagement letter generally addresses the following issues:

- Scope of work
- Name of the lawyer(s) providing the services
- Name of the principal lawyer
- Fees
- Out-of-pocket expenses
- Retainer and trust deposit
- Billing arrangements and terms of payment
- Termination of representation (withdrawal circumstances, etc.)

In addition, standard terms and conditions (contained in a separate document that is sent with the engagement letter) are incorporated by reference into most engagements.

Tickler/Follow-Up Systems

It is the responsibility of each lawyer to select and maintain his/her own tickler system (computerized or manual) to remind him/her to deal with a particular issue within a specific time frame. Lawyers are asked to familiarize themselves with the tickler system used by other lawyers in their Practice Group, and ensure matters are brought forward in a timely manner.

The intellectual property sub-group of the Business Law Group has a separate, specific system for diarizing trademark-related deadlines.

APPENDIX H

Cyber Liability

Name of Firm

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

APPENDIX H

Cyber Liability

Name of Firm

Cassels Brock & Blackwell LLP

Our	Do you use software that can be used to wipe laptops and mobile devices clean if they are misplaced or stolen?	No
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
r)	Has the firm implemented multi-factor authentication for remote access to firm systems?	Yes

3	Incident Report	Enter Yes or No
	Do you have a written network security incident response plan?	Yes

If "yes":

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

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