

Canadian Lawyers Liability Assurance Society

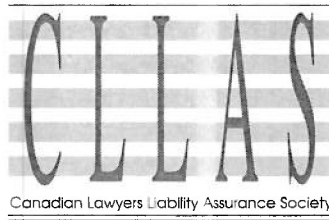
2023/2024 Renewal Application for
Excess Professional Liability Insurance

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.

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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	26.10	%	20.90	%
b) Criminal Law	0.00	%	0.00	%
c) Family Law	0.00	%	0.00	%
d) Intellectual Property	3.10	%	2.90	%
e) Labour Law	0.00	%	0.00	%
f) Litigation	22.30	%	27.00	%
g) Real Estate	10.30	%	8.80	%
h) Securities Law	4.60	%	7.60	%
i) Tax Matters	1.0	%	1.80	%
j) Wills, Estates, Trust	6.60	%	7.40	%
k) Other (please specify)	2,600.00	%	23.60	%

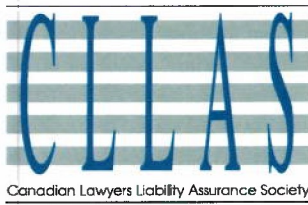
10. Have any of the lawyers, or non-lawyer consultants listed in Appendices B and C, or former lawyers, or former non-lawyer consultants of the Firm been the subject of disciplinary proceedings, suspended, or disbarred from practice since last year's CLLAS application?

☐ 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: _____

MARCH 1, 2023

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, 2023

Name of Firm
WeirFoulds 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	St. Kitts and Nevis	Other Countries (Please specify, change heading)
a) No. of Lawyers ^{/1}			94							1	
b) No. of Patent & Trademark Agents ^{/2}											
c) No. of Non-lawyer Consultants ^{/3}			2								
d) No. of Paralegals											
e) No. of Other Employees			109								
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}			21								

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

/2 These are not lawyers.

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

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

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

Please attach a list of the lawyers reported under a) above, showing in each case 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
WeirFoulds 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

WeirFoulds 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:	Errors & Omissions
Insurance Carrier:	BMS Canada Risk Services LTD.
Policy Number:	CB23A199A
Period of Insurance:	Jan 1, 2023 - Jan 1, 2024
Retroactive Date:	n/a
Limit (Per Claim):	\$5,000,000
Limit (Aggregate):	\$5,000,000

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

APPENDIX D

"Associated Firms" and "Umbrella Firms"

Name of Firm

WeirFoulds LLP

[illegible]

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

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

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.

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.

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.

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, 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:	Professional Liability (International)
Insurance Carrier:	Lloyds Underwriters
Policy Number:	B0507NM2000014
Period of Insurance:	15 July 2022 - 15 July 2023
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):	

APPENDIX F

Schedule of Claims and Notices As of December 31, 2022

Name of Firm

WeirFoulds LLP

Updated as of (Enter Date):

December 31, 2022

Please attach separately

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

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.

RISK MANAGEMENT POLICIES

Conflicts of Interest

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lawyers Doing Business with Clients and Outside Interests Policy

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

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

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).³

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.⁴

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.⁵

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.⁶

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.⁷

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.⁸

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

² Outside Interests Policy, Revised January 10, 1995, 0011110.01.

³ Outside Interests Policy, Revised January 10, 1995, 0011110.01.

⁴ Outside Interests Policy, Revised January 10, 1995, 0011110.01.

⁵ Outside Interests Policy, Revised January 10, 1995, 0011110.01.

⁶ Revised: January 10, 1995. See 0011021.01.

⁷ Revised: January 10, 1995. See 0011021.01.

⁸ 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?	No
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?	No
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?	No
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?	No
e)	Do you purchase insurance other than CLLAS coverage to protect you in the case of cyber-attacks?	No