

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY  
("CLLAS")**

**Endorsement No. 1**

*The following is hereby agreed and understood:*

1. Subject to the provisions of this Endorsement No. 1 and all other terms, conditions, exclusions and limitations of the Policy, except for Exclusion No. 6, coverage under II – INSURING AGREEMENTS of the Policy is hereby extended to include liabilities of, or **Claims** against, the **Insured** with respect to **Umbrella Claims**.

2. **DEFINITIONS**

All capitalized terms herein, other than those defined herein, shall have the meanings set forth in the Policy. Unless specifically stated otherwise, where used herein, the following terms shall have the following meanings:

- (a) **"Associated Firm"** means any of the following law firm(s) involved in the **Umbrella Firm**, other than the **Primary Insured** and the **Umbrella Firm**, and includes their respective predecessor firms:

**Associated Firm(s)**

- 1(A). RUSSELL & DUMOULIN  
1(B). HOWARD MACKIE  
1(C). MCMASTER GERVAIS (FORMERLY MACKENZIE GERVAIS)  
2(A). SCOTT & AYLEN  
OR  
2(B). BORDEN ELLIOT SCOTT & AYLEN  
3(A). OSLER HOSKIN & HARCOURT LLP  
3(B). OGILVY RENAULT
- (b) **"Claim"** or **"Claims"** includes an **Umbrella Claim**;
- (c) **"Claim Portion Percentage"** has the meaning set out in paragraph 3(a)(iv) hereof;
- (d) **"Insured"** means the **Insured** as defined in the Policy but, in respect of an **Umbrella Claim**, shall also include the **Umbrella Firm** and any person who is a partner; or an officer, director or shareholder of a **Professional Corporation**; employee; "counsel" or "of-counsel"; or consultant of the **Umbrella Firm** who is not a partner; officer, director or shareholder of a **Professional Corporation**; employee; "counsel" or "of-counsel"; or consultant of the **Primary Insured** or an **Associated Firm**;
- (e) **"Primary Insured"** means the **Named Insured** and any predecessor firm(s);
- (f) **"Primary Insured Insurance Program"** means all policies of insurance other than any compulsory insurance programs which provide professional liability coverage to the **Primary Insured** from time to time;

- (g) **"Umbrella Claim"** means any **Claim** arising out of **Professional Services** rendered or alleged to have been rendered or which should have been rendered in whole or in part by 1) the **Primary Insured** in the name of or on behalf of the **Umbrella Firm** or 2) by the **Umbrella Firm** in the name of or on behalf of the **Umbrella Firm**, which is made against one or more of the **Umbrella Firm**, the **Primary Insured** and an **Associated Firm**;
- (h) **"Umbrella Firm"** means the partnership, association or other arrangement between or among the **Primary Insured** and one or more **Associated Firms** known publicly as:

Name of **Umbrella Firm(s)**

1. BORDEN DUMOULIN HOWARD GERVAIS
2. BORDEN ELLIOT SCOTT & AYLEN
3. OSLER RENAULT LADNER

**3. UMBRELLA CLAIMS**

(a) **Determination and Allocation of Liability**

The determination of and the allocation of liability for an **Umbrella Claim** shall be as mutually agreed by the **Primary Insured** and the **Associated Firm** based upon a reasonable assessment of the relevant facts available from time to time, all subject, however, to the following:

- (i) If a **Claim** is attributable to **Professional Services** rendered, or which should have been rendered, by the **Primary Insured** in combination with one or more of the **Associated Firms** and does not arise out of **Professional Services** rendered or which should have been rendered in whole or in part by, in the name of or on behalf of, the **Umbrella Firm**, then, regardless of how the **Claim** may be pleaded or characterized, the provisions of paragraph 3(c) below shall not apply to said **Claim**.
- (ii) Subject to subparagraph 3(a)(iii), the **Primary Insured** and the **Associated Firms** shall agree on the basis of any contributory fault as to which of them were involved in rendering or failing to render the **Professional Services** giving rise to said **Claim** and the liability for the said **Claim** shall be allocated equally among those of the **Primary Insured** and the **Associated Firms** which were agreed to be so involved. If the **Primary Insured** and the **Associated Firms** are unable to mutually agree as to such allocation, each of the **Primary Insured** and the **Associated Firms** shall be deemed to have been involved in rendering or failing to render **Professional Services** giving rise to the **Claim**. For greater clarity, it is hereby acknowledged that if the **Professional Services** giving rise to the **Claim** were rendered or failed to be rendered in whole or in part by individual partners; or officers, directors or shareholders of a **Professional Corporation**; employees; "counsel" or "of-counsel"; or consultants to the **Umbrella Firm** who are not partners; officers, directors or shareholder of a **Professional Corporation**; employees; "counsel" or "of counsel"; or consultants to any of the **Primary Insured** or **Associated Firms**, it will be deemed that each of the **Primary Insured** and **Associated Firms** were involved in rendering the **Professional Services** giving rise to the **Claim**.
- (iii) In the event that the determination of involvement in and the allocation of liability for the **Umbrella Claim** as determined by a court of competent jurisdiction on the basis of contributory fault differs from the agreement as to involvement in and the allocation of liability made in subparagraph 3(a)(ii) hereof, the court's determination and allocation shall take precedence and in such case, the court's determination shall be considered for all purposes of the Policy to have been made with effect from the time that notice of the **Claim** was given.

- (iv) The portion of the liability allocated to the **Primary Insured** pursuant to subparagraphs 3(a)(ii) or 3(a)(iii) hereof, if any, expressed as a percentage of the total liability for the **Claim**, is herein referred to as the "**Claim Portion Percentage**".

(b) **Coverage Limitations**

For the purposes of Coverage A – Professional Liability and Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy, notwithstanding any other provision of the Policy to the contrary, the liability for an **Umbrella Claim** shall be limited to that portion of the **Umbrella Claim** that is allocated to the **Primary Insured** pursuant to the **Claim Portion Percentage**.

(c) **Non-aggregation of Policy Limits**

Responsibility of each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** for the liability of each **Umbrella Claim** where the **Claim Portion Percentage** exceeds zero but is less than 100% shall be determined (i) by determining the amount of coverage which would have been afforded under each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** as if the **Claim Portion Percentage** had been 100% and (ii) by multiplying the result by the **Claim Portion Percentage**.

(d) **Contingent Coverage B**

In the case of an **Umbrella Claim** for which the **Claim Portion Percentage** is zero, if the **Primary Insured** is not provided coverage under the insurance program(s) of the **Associated Firms** for any **Costs, Charges and Expenses** incurred by the **Primary Insured** in respect of said **Claim**, notwithstanding the provisions contained in paragraphs 3(b) and 3(c) hereof, this Policy shall provide coverage to the **Primary Insured** as prescribed under Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy in respect of such **Costs, Charges and Expenses**.

4. This endorsement does not increase the **Limit of Liability**.

Attaching to and forming part of Policy Number 27002 issued by the Canadian Lawyers Liability Assurance Society to Borden Ladner Gervais LLP.

All other terms, conditions, exclusions and limitations remain unchanged.

This endorsement shall be effective from July 1, 2016, 12:01 a.m. Local Time at the administrative office of the **Named Insured**.

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY

Per: \_\_\_\_\_

Attorney

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY  
("CLLAS")**

**Endorsement No. 1**

*The following is hereby agreed and understood:*

1. Subject to the provisions of this Endorsement No. 1 and all other terms, conditions, exclusions and limitations of the Policy, except for Exclusion No. 6, coverage under II – INSURING AGREEMENTS of the Policy is hereby extended to include liabilities of, or **Claims** against, the **Insured** with respect to **Umbrella Claims**.

2. **DEFINITIONS**

All capitalized terms herein, other than those defined herein, shall have the meanings set forth in the Policy. Unless specifically stated otherwise, where used herein, the following terms shall have the following meanings:

- (a) **"Associated Firm"** means any of the following law firm(s) involved in the **Umbrella Firm**, other than the **Primary Insured** and the **Umbrella Firm**, and includes their respective predecessor firms:

**Associated Firm(s)**

NOT APPLICABLE

- (b) **"Claim"** or **"Claims"** includes an **Umbrella Claim**;
- (c) **"Claim Portion Percentage"** has the meaning set out in paragraph 3(a)(iv) hereof;
- (d) **"Insured"** means the **Insured** as defined in the Policy but, in respect of an **Umbrella Claim**, shall also include the **Umbrella Firm** and any person who is a partner; or an officer, director or shareholder of a **Professional Corporation**; employee; "counsel" or "of-counsel"; or consultant of the **Umbrella Firm** who is not a partner; officer, director or shareholder of a **Professional Corporation**; employee; "counsel" or "of-counsel"; or consultant of the **Primary Insured** or an **Associated Firm**;
- (e) **"Primary Insured"** means the **Named Insured** and any predecessor firm(s);
- (f) **"Primary Insured Insurance Program"** means all policies of insurance other than any compulsory insurance programs which provide professional liability coverage to the **Primary Insured** from time to time;
- (g) **"Umbrella Claim"** means any **Claim** arising out of **Professional Services** rendered or alleged to have been rendered or which should have been rendered in whole or in part by 1) the **Primary Insured** in the name of or on behalf of the **Umbrella Firm** or 2) by the **Umbrella Firm** in the name of or on behalf of the **Umbrella Firm**, which is made against one or more of the **Umbrella Firm**, the **Primary Insured** and an **Associated Firm**;
- (h) **"Umbrella Firm"** means the partnership, association or other arrangement between or among the **Primary Insured** and one or more **Associated Firms** known publicly as:

Name of Umbrella Firm(s)

NOT APPLICABLE

### 3. UMBRELLA CLAIMS

#### (a) Determination and Allocation of Liability

The determination of and the allocation of liability for an **Umbrella Claim** shall be as mutually agreed by the **Primary Insured** and the **Associated Firm** based upon a reasonable assessment of the relevant facts available from time to time, all subject, however, to the following:

- (i) If a **Claim** is attributable to **Professional Services** rendered, or which should have been rendered, by the **Primary Insured** in combination with one or more of the **Associated Firms** and does not arise out of **Professional Services** rendered or which should have been rendered in whole or in part by, in the name of or on behalf of, the **Umbrella Firm**, then, regardless of how the **Claim** may be pleaded or characterized, the provisions of paragraph 3(c) below shall not apply to said **Claim**.
- (ii) Subject to subparagraph 3(a)(iii), the **Primary Insured** and the **Associated Firms** shall agree on the basis of any contributory fault as to which of them were involved in rendering or failing to render the **Professional Services** giving rise to said **Claim** and the liability for the said **Claim** shall be allocated equally among those of the **Primary Insured** and the **Associated Firms** which were agreed to be so involved. If the **Primary Insured** and the **Associated Firms** are unable to mutually agree as to such allocation, each of the **Primary Insured** and the **Associated Firms** shall be deemed to have been involved in rendering or failing to render **Professional Services** giving rise to the **Claim**. For greater clarity, it is hereby acknowledged that if the **Professional Services** giving rise to the **Claim** were rendered or failed to be rendered in whole or in part by individual partners; or officers, directors or shareholders of a **Professional Corporation**; employees; "counsel" or "of-counsel"; or consultants to the **Umbrella Firm** who are not partners; officers, directors or shareholder of a **Professional Corporation**; employees; "counsel" or "of counsel"; or consultants to any of the **Primary Insured** or **Associated Firms**, it will be deemed that each of the **Primary Insured** and **Associated Firms** were involved in rendering the **Professional Services** giving rise to the **Claim**.
- (iii) In the event that the determination of involvement in and the allocation of liability for the **Umbrella Claim** as determined by a court of competent jurisdiction on the basis of contributory fault differs from the agreement as to involvement in and the allocation of liability made in subparagraph 3(a)(ii) hereof, the court's determination and allocation shall take precedence and in such case, the court's determination shall be considered for all purposes of the Policy to have been made with effect from the time that notice of the **Claim** was given.
- (iv) The portion of the liability allocated to the **Primary Insured** pursuant to subparagraphs 3(a)(ii) or 3(a)(iii) hereof, if any, expressed as a percentage of the total liability for the **Claim**, is herein referred to as the "**Claim Portion Percentage**".

#### (b) Coverage Limitations

For the purposes of Coverage A – Professional Liability and Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy, notwithstanding any other provision of the Policy to the contrary, the liability for an **Umbrella Claim** shall be limited to that portion of the **Umbrella Claim** that is allocated to the **Primary Insured** pursuant to the **Claim Portion Percentage**.

(c) **Non-aggregation of Policy Limits**

Responsibility of each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** for the liability of each **Umbrella Claim** where the **Claim Portion Percentage** exceeds zero but is less than 100% shall be determined (i) by determining the amount of coverage which would have been afforded under each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** as if the **Claim Portion Percentage** had been 100% and (ii) by multiplying the result by the **Claim Portion Percentage**.

(d) **Contingent Coverage B**

In the case of an **Umbrella Claim** for which the **Claim Portion Percentage** is zero, if the **Primary Insured** is not provided coverage under the insurance program(s) of the **Associated Firms** for any **Costs, Charges and Expenses** incurred by the **Primary Insured** in respect of said **Claim**, notwithstanding the provisions contained in paragraphs 3(b) and 3(c) hereof, this Policy shall provide coverage to the **Primary Insured** as prescribed under Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy in respect of such **Costs, Charges and Expenses**.

4. This endorsement does not increase the **Limit of Liability**.

Attaching to and forming part of Policy Number 27003 issued by the Canadian Lawyers Liability Assurance Society to Davies Ward Phillips & Vineberg LLP.

All other terms, conditions, exclusions and limitations remain unchanged.

This endorsement shall be effective from July 1, 2016, 12:01 a.m. Local Time at the administrative office of the **Named Insured**.

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY

Per: \_\_\_\_\_

Attorney

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY  
("CLLAS")**

**Endorsement No. 1**

*The following is hereby agreed and understood:*

1. Subject to the provisions of this Endorsement No. 1 and all other terms, conditions, exclusions and limitations of the Policy, except for Exclusion No. 6, coverage under II – INSURING AGREEMENTS of the Policy is hereby extended to include liabilities of, or **Claims** against, the **Insured** with respect to **Umbrella Claims**.

2. **DEFINITIONS**

All capitalized terms herein, other than those defined herein, shall have the meanings set forth in the Policy. Unless specifically stated otherwise, where used herein, the following terms shall have the following meanings:

- (a) **"Associated Firm"** means any of the following law firm(s) involved in the **Umbrella Firm**, other than the **Primary Insured** and the **Umbrella Firm**, and includes their respective predecessor firms:

**Associated Firm(s)**

NOT APPLICABLE

- (b) **"Claim"** or **"Claims"** includes an **Umbrella Claim**;
- (c) **"Claim Portion Percentage"** has the meaning set out in paragraph 3(a)(iv) hereof;
- (d) **"Insured"** means the **Insured** as defined in the Policy but, in respect of an **Umbrella Claim**, shall also include the **Umbrella Firm** and any person who is a partner; or an officer, director or shareholder of a **Professional Corporation**; employee; "counsel" or "of-counsel"; or consultant of the **Umbrella Firm** who is not a partner; officer, director or shareholder of a **Professional Corporation**; employee; "counsel" or "of-counsel"; or consultant of the **Primary Insured** or an **Associated Firm**;
- (e) **"Primary Insured"** means the **Named Insured** and any predecessor firm(s);
- (f) **"Primary Insured Insurance Program"** means all policies of insurance other than any compulsory insurance programs which provide professional liability coverage to the **Primary Insured** from time to time;
- (g) **"Umbrella Claim"** means any **Claim** arising out of **Professional Services** rendered or alleged to have been rendered or which should have been rendered in whole or in part by 1) the **Primary Insured** in the name of or on behalf of the **Umbrella Firm** or 2) by the **Umbrella Firm** in the name of or on behalf of the **Umbrella Firm**, which is made against one or more of the **Umbrella Firm**, the **Primary Insured** and an **Associated Firm**;
- (h) **"Umbrella Firm"** means the partnership, association or other arrangement between or among the **Primary Insured** and one or more **Associated Firms** known publicly as:

Name of Umbrella Firm(s)

NOT APPLICABLE

3. UMBRELLA CLAIMS

(a) Determination and Allocation of Liability

The determination of and the allocation of liability for an **Umbrella Claim** shall be as mutually agreed by the **Primary Insured** and the **Associated Firm** based upon a reasonable assessment of the relevant facts available from time to time, all subject, however, to the following:

- (i) If a **Claim** is attributable to **Professional Services** rendered, or which should have been rendered, by the **Primary Insured** in combination with one or more of the **Associated Firms** and does not arise out of **Professional Services** rendered or which should have been rendered in whole or in part by, in the name of or on behalf of, the **Umbrella Firm**, then, regardless of how the **Claim** may be pleaded or characterized, the provisions of paragraph 3(c) below shall not apply to said **Claim**.
- (ii) Subject to subparagraph 3(a)(iii), the **Primary Insured** and the **Associated Firms** shall agree on the basis of any contributory fault as to which of them were involved in rendering or failing to render the **Professional Services** giving rise to said **Claim** and the liability for the said **Claim** shall be allocated equally among those of the **Primary Insured** and the **Associated Firms** which were agreed to be so involved. If the **Primary Insured** and the **Associated Firms** are unable to mutually agree as to such allocation, each of the **Primary Insured** and the **Associated Firms** shall be deemed to have been involved in rendering or failing to render **Professional Services** giving rise to the **Claim**. For greater clarity, it is hereby acknowledged that if the **Professional Services** giving rise to the **Claim** were rendered or failed to be rendered in whole or in part by individual partners; or officers, directors or shareholders of a **Professional Corporation**; employees; "counsel" or "of-counsel"; or consultants to the **Umbrella Firm** who are not partners; officers, directors or shareholder of a **Professional Corporation**; employees; "counsel" or "of counsel"; or consultants to any of the **Primary Insured** or **Associated Firms**, it will be deemed that each of the **Primary Insured** and **Associated Firms** were involved in rendering the **Professional Services** giving rise to the **Claim**.
- (iii) In the event that the determination of involvement in and the allocation of liability for the **Umbrella Claim** as determined by a court of competent jurisdiction on the basis of contributory fault differs from the agreement as to involvement in and the allocation of liability made in subparagraph 3(a)(ii) hereof, the court's determination and allocation shall take precedence and in such case, the court's determination shall be considered for all purposes of the Policy to have been made with effect from the time that notice of the **Claim** was given.
- (iv) The portion of the liability allocated to the **Primary Insured** pursuant to subparagraphs 3(a)(ii) or 3(a)(iii) hereof, if any, expressed as a percentage of the total liability for the **Claim**, is herein referred to as the "**Claim Portion Percentage**".

(b) Coverage Limitations

For the purposes of Coverage A – Professional Liability and Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy, notwithstanding any other provision of the Policy to the contrary, the liability for an **Umbrella Claim** shall be limited to that portion of the **Umbrella Claim** that is allocated to the **Primary Insured** pursuant to the **Claim Portion Percentage**.



(c) **Non-aggregation of Policy Limits**

Responsibility of each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** for the liability of each **Umbrella Claim** where the **Claim Portion Percentage** exceeds zero but is less than 100% shall be determined (i) by determining the amount of coverage which would have been afforded under each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** as if the **Claim Portion Percentage** had been 100% and (ii) by multiplying the result by the **Claim Portion Percentage**.

(d) **Contingent Coverage B**

In the case of an **Umbrella Claim** for which the **Claim Portion Percentage** is zero, if the **Primary Insured** is not provided coverage under the insurance program(s) of the **Associated Firms** for any **Costs, Charges and Expenses** incurred by the **Primary Insured** in respect of said **Claim**, notwithstanding the provisions contained in paragraphs 3(b) and 3(c) hereof, this Policy shall provide coverage to the **Primary Insured** as prescribed under Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy in respect of such **Costs, Charges and Expenses**.

4. This endorsement does not increase the **Limit of Liability**.

Attaching to and forming part of Policy Number 27005 issued by the Canadian Lawyers Liability Assurance Society to Dentons Canada LLP.

All other terms, conditions, exclusions and limitations remain unchanged.

This endorsement shall be effective from July 1, 2016, 12:01 a.m. Local Time at the administrative office of the **Named Insured**.

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY

Per: \_\_\_\_\_

  
Attorney

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY  
("CLLAS")**

**Endorsement No. 1**

*The following is hereby agreed and understood:*

1. Subject to the provisions of this Endorsement No. 1 and all other terms, conditions, exclusions and limitations of the Policy, except for Exclusion No. 6, coverage under II – INSURING AGREEMENTS of the Policy is hereby extended to include liabilities of, or **Claims** against, the **Insured** with respect to **Umbrella Claims**.

2. **DEFINITIONS**

All capitalized terms herein, other than those defined herein, shall have the meanings set forth in the Policy. Unless specifically stated otherwise, where used herein, the following terms shall have the following meanings:

- (a) **"Associated Firm"** means any of the following law firm(s) involved in the **Umbrella Firm**, other than the **Primary Insured** and the **Umbrella Firm**, and includes their respective predecessor firms:

**Associated Firm(s)**

- 1(A). MARTINEAU WALKER
- 1(B). DAVIS & COMPANY
- 2. MARTINEAU WALKER
- 3. THE ASSOCIATED FIRM(S) IDENTIFIED AS SUCH IN THE CLLAS APPLICATION DATED APRIL 7, 2016
- 4. THE ASSOCIATED FIRM(S) IDENTIFIED AS SUCH IN ANY FURTHER UPDATED CLLAS APPLICATIONS

- (b) **"Claim"** or **"Claims"** includes an **Umbrella Claim**;
- (c) **"Claim Portion Percentage"** has the meaning set out in paragraph 3(a)(iv) hereof;
- (d) **"Insured"** means the **Insured** as defined in the Policy but, in respect of an **Umbrella Claim**, shall also include the **Umbrella Firm** and any person who is a partner; or an officer, director or shareholder of a **Professional Corporation**; employee; "counsel" or "of-counsel"; or consultant of the **Umbrella Firm** who is not a partner; officer, director or shareholder of a **Professional Corporation**; employee; "counsel" or "of-counsel"; or consultant of the **Primary Insured** or an **Associated Firm**;
- (e) **"Primary Insured"** means the **Named Insured** and any predecessor firm(s);
- (f) **"Primary Insured Insurance Program"** means all policies of insurance other than any compulsory insurance programs which provide professional liability coverage to the **Primary Insured** from time to time;
- (g) **"Umbrella Claim"** means any **Claim** arising out of **Professional Services** rendered or alleged to have been rendered or which should have been rendered in whole or in part by 1) the **Primary Insured** in the name of or on behalf of the **Umbrella Firm** or 2) by the **Umbrella Firm** in the name of or on behalf of the **Umbrella Firm**, which is made against one or more of the **Umbrella Firm**, the **Primary Insured** and an **Associated Firm**;

- (h) **"Umbrella Firm"** means the partnership, association or other arrangement between or among the **Primary Insured** and one or more **Associated Firms** known publicly as:

Name of Umbrella Firm(s)

1. FASKEN MARTINEAU DAVIS
2. FASKEN MARTINEAU
3. THE UMBRELLA FIRM(S) IDENTIFIED AS SUCH IN THE CLLAS APPLICATION DATED APRIL 7, 2016
4. THE UMBRELLA FIRM(S) IDENTIFIED AS SUCH IN ANY FURTHER UPDATED CLLAS APPLICATIONS

**3. UMBRELLA CLAIMS**

(a) **Determination and Allocation of Liability**

The determination of and the allocation of liability for an **Umbrella Claim** shall be as mutually agreed by the **Primary Insured** and the **Associated Firm** based upon a reasonable assessment of the relevant facts available from time to time, all subject, however, to the following:

- (i) If a **Claim** is attributable to **Professional Services** rendered, or which should have been rendered, by the **Primary Insured** in combination with one or more of the **Associated Firms** and does not arise out of **Professional Services** rendered or which should have been rendered in whole or in part by, in the name of or on behalf of, the **Umbrella Firm**, then, regardless of how the **Claim** may be pleaded or characterized, the provisions of paragraph 3(c) below shall not apply to said **Claim**.
- (ii) Subject to subparagraph 3(a)(iii), the **Primary Insured** and the **Associated Firms** shall agree on the basis of any contributory fault as to which of them were involved in rendering or failing to render the **Professional Services** giving rise to said **Claim** and the liability for the said **Claim** shall be allocated equally among those of the **Primary Insured** and the **Associated Firms** which were agreed to be so involved. If the **Primary Insured** and the **Associated Firms** are unable to mutually agree as to such allocation, each of the **Primary Insured** and the **Associated Firms** shall be deemed to have been involved in rendering or failing to render **Professional Services** giving rise to the **Claim**. For greater clarity, it is hereby acknowledged that if the **Professional Services** giving rise to the **Claim** were rendered or failed to be rendered in whole or in part by individual partners; or officers, directors or shareholders of a **Professional Corporation**; employees; "counsel" or "of-counsel"; or consultants to the **Umbrella Firm** who are not partners; officers, directors or shareholder of a **Professional Corporation**; employees; "counsel" or "of counsel"; or consultants to any of the **Primary Insured** or **Associated Firms**, it will be deemed that each of the **Primary Insured** and **Associated Firms** were involved in rendering the **Professional Services** giving rise to the **Claim**.
- (iii) In the event that the determination of involvement in and the allocation of liability for the **Umbrella Claim** as determined by a court of competent jurisdiction on the basis of contributory fault differs from the agreement as to involvement in and the allocation of liability made in subparagraph 3(a)(ii) hereof, the court's determination and allocation shall take precedence and in such case, the court's determination shall be considered for all purposes of the Policy to have been made with effect from the time that notice of the **Claim** was given.
- (iv) The portion of the liability allocated to the **Primary Insured** pursuant to subparagraphs 3(a)(ii) or 3(a)(iii) hereof, if any, expressed as a percentage of the total liability for the **Claim**, is herein referred to as the **"Claim Portion Percentage"**.

(b) **Coverage Limitations**

For the purposes of Coverage A – Professional Liability and Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy, notwithstanding any other provision of the Policy to the contrary, the liability for an **Umbrella Claim** shall be limited to that portion of the **Umbrella Claim** that is allocated to the **Primary Insured** pursuant to the **Claim Portion Percentage**.

(c) **Non-aggregation of Policy Limits**

Responsibility of each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** for the liability of each **Umbrella Claim** where the **Claim Portion Percentage** exceeds zero but is less than 100% shall be determined (i) by determining the amount of coverage which would have been afforded under each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** as if the **Claim Portion Percentage** had been 100% and (ii) by multiplying the result by the **Claim Portion Percentage**.

(d) **Contingent Coverage B**

In the case of an **Umbrella Claim** for which the **Claim Portion Percentage** is zero, if the **Primary Insured** is not provided coverage under the insurance program(s) of the **Associated Firms** for any **Costs, Charges and Expenses** incurred by the **Primary Insured** in respect of said **Claim**, notwithstanding the provisions contained in paragraphs 3(b) and 3(c) hereof, this Policy shall provide coverage to the **Primary Insured** as prescribed under Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy in respect of such **Costs, Charges and Expenses**.

4. This endorsement does not increase the **Limit of Liability**.

Attaching to and forming part of Policy Number 27004 issued by the Canadian Lawyers Liability Assurance Society to Fasken Martineau DuMoulin LLP (a Canadian limited liability partnership).

All other terms, conditions, exclusions and limitations remain unchanged.

This endorsement shall be effective from July 1, 2016, 12:01 a.m. Local Time at the administrative office of the **Named Insured**.

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY

Per: \_\_\_\_\_

Attorney

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY  
("CLLAS")**

**Endorsement No. 1**

*The following is hereby agreed and understood:*

1. Subject to the provisions of this Endorsement No. 1 and all other terms, conditions, exclusions and limitations of the Policy, except for Exclusion No. 6, coverage under II – INSURING AGREEMENTS of the Policy is hereby extended to include liabilities of, or Claims against, the Insured with respect to Umbrella Claims.

**2. DEFINITIONS**

All capitalized terms herein, other than those defined herein, shall have the meanings set forth in the Policy. Unless specifically stated otherwise, where used herein, the following terms shall have the following meanings:

- (a) **"Associated Firm"** means any of the following law firm(s) involved in the Umbrella Firm, other than the Primary Insured and the Umbrella Firm, and includes their respective predecessor firms:

**Associated Firm(s)**

- 1(A). FREEMAN & COMPANY
  - 1(B). PHILLIPS & VINEBERG/PHILLIPS & VINEBERG SENC
  2. PHILLIPS & VINEBERG/PHILLIPS & VINEBERG SENC
  3. GOODMAN PHILLIPS & VINEBERG SENC, FORMERLY PHILLIPS & VINEBERG SENC, A PARTNERSHIP CONSTITUTED UNDER THE LAWS OF THE PROVINCE OF QUEBEC, HEREINAFTER CALLED "QUEBEC"
  4. FONG & NG
- (b) **"Claim"** or **"Claims"** includes an Umbrella Claim;
  - (c) **"Claim Portion Percentage"** has the meaning set out in paragraph 3(a)(iv) hereof;
  - (d) **"Insured"** means the Insured as defined in the Policy but, in respect of an Umbrella Claim, shall also include the Umbrella Firm and any person who is a partner; or an officer, director or shareholder of a Professional Corporation; employee; "counsel" or "of-counsel"; or consultant of the Umbrella Firm who is not a partner; officer, director or shareholder of a Professional Corporation; employee; "counsel" or "of-counsel"; or consultant of the Primary Insured or an Associated Firm;
  - (e) **"Primary Insured"** means the Named Insured and any predecessor firm(s);
  - (f) **"Primary Insured Insurance Program"** means all policies of insurance other than any compulsory insurance programs which provide professional liability coverage to the Primary Insured from time to time;
  - (g) **"Umbrella Claim"** means any Claim arising out of Professional Services rendered or alleged to have been rendered or which should have been rendered in whole or in part by 1) the Primary Insured in the name of or on behalf of the Umbrella Firm or 2) by the Umbrella Firm in the name of or on behalf of the Umbrella Firm, which is made against one or more of the Umbrella Firm, the Primary Insured and an Associated Firm;

- (h) **"Umbrella Firm"** means the partnership, association or other arrangement between or among the **Primary Insured** and one or more **Associated Firms** known publicly as:

Name of **Umbrella Firm(s)**

1. GOODMAN FREEMAN PHILLIPS & VINEBERG
2. GOODMAN PHILLIPS & VINEBERG
- 3(A). GOODMAN PHILLIPS & VINEBERG, AN INTERNATIONAL PARTNERSHIP FORMED BY GOODMAN PHILLIPS & VINEBERG, FORMERLY GOODMAN & GOODMAN, A PARTNERSHIP CONSTITUTED UNDER THE LAWS OF ONTARIO, HEREINAFTER CALLED "ONTARIO", AND "QUEBEC" WITH OFFICES IN NEW YORK (NOT COVERED BY THIS POLICY), PARIS, VANCOUVER, SINGAPORE, HONG KONG AND BEIJING
- 3(B). GOODMAN PHILLIPS & VINEBERG, A NATIONAL AFFILIATION OF "ONTARIO" AND "QUEBEC"
4. GOODMAN, A PARTNERSHIP REGISTERED UNDER THE LAWS OF HONG KONG

**3. UMBRELLA CLAIMS**

(a) **Determination and Allocation of Liability**

The determination of and the allocation of liability for an **Umbrella Claim** shall be as mutually agreed by the **Primary Insured** and the **Associated Firm** based upon a reasonable assessment of the relevant facts available from time to time, all subject, however, to the following:

- (i) If a **Claim** is attributable to **Professional Services** rendered, or which should have been rendered, by the **Primary Insured** in combination with one or more of the **Associated Firms** and does not arise out of **Professional Services** rendered or which should have been rendered in whole or in part by, in the name of or on behalf of, the **Umbrella Firm**, then, regardless of how the **Claim** may be pleaded or characterized, the provisions of paragraph 3(c) below shall not apply to said **Claim**.
- (ii) Subject to subparagraph 3(a)(iii), the **Primary Insured** and the **Associated Firms** shall agree on the basis of any contributory fault as to which of them were involved in rendering or failing to render the **Professional Services** giving rise to said **Claim** and the liability for the said **Claim** shall be allocated equally among those of the **Primary Insured** and the **Associated Firms** which were agreed to be so involved. If the **Primary Insured** and the **Associated Firms** are unable to mutually agree as to such allocation, each of the **Primary Insured** and the **Associated Firms** shall be deemed to have been involved in rendering or failing to render **Professional Services** giving rise to the **Claim**. For greater clarity, it is hereby acknowledged that if the **Professional Services** giving rise to the **Claim** were rendered or failed to be rendered in whole or in part by individual partners; or officers, directors or shareholders of a **Professional Corporation**; employees; "counsel" or "of-counsel"; or consultants to the **Umbrella Firm** who are not partners; officers, directors or shareholder of a **Professional Corporation**; employees; "counsel" or "of counsel"; or consultants to any of the **Primary Insured** or **Associated Firms**, it will be deemed that each of the **Primary Insured** and **Associated Firms** were involved in rendering the **Professional Services** giving rise to the **Claim**.
- (iii) In the event that the determination of involvement in and the allocation of liability for the **Umbrella Claim** as determined by a court of competent jurisdiction on the basis of contributory fault differs from the agreement as to involvement in and the allocation of liability made in subparagraph 3(a)(ii) hereof, the court's determination and allocation shall take precedence and in such case, the court's determination shall be considered for all purposes of the Policy to have been made with effect from the time that notice of the **Claim** was given.

- (iv) The portion of the liability allocated to the **Primary Insured** pursuant to subparagraphs 3(a)(ii) or 3(a)(iii) hereof, if any, expressed as a percentage of the total liability for the **Claim**, is herein referred to as the "**Claim Portion Percentage**".

(b) **Coverage Limitations**

For the purposes of Coverage A – Professional Liability and Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy, notwithstanding any other provision of the Policy to the contrary, the liability for an **Umbrella Claim** shall be limited to that portion of the **Umbrella Claim** that is allocated to the **Primary Insured** pursuant to the **Claim Portion Percentage**.

(c) **Non-aggregation of Policy Limits**

Responsibility of each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** for the liability of each **Umbrella Claim** where the **Claim Portion Percentage** exceeds zero but is less than 100% shall be determined (i) by determining the amount of coverage which would have been afforded under each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** as if the **Claim Portion Percentage** had been 100% and (ii) by multiplying the result by the **Claim Portion Percentage**.

(d) **Contingent Coverage B**

In the case of an **Umbrella Claim** for which the **Claim Portion Percentage** is zero, if the **Primary Insured** is not provided coverage under the insurance program(s) of the **Associated Firms** for any **Costs, Charges and Expenses** incurred by the **Primary Insured** in respect of said **Claim**, notwithstanding the provisions contained in paragraphs 3(b) and 3(c) hereof, this Policy shall provide coverage to the **Primary Insured** as prescribed under Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy in respect of such **Costs, Charges and Expenses**.

4. This endorsement does not increase the **Limit of Liability**.

Attaching to and forming part of Policy Number 27007 issued by the Canadian Lawyers Liability Assurance Society to Goodmans LLP, a partnership constituted under the laws of Ontario.

All other terms, conditions, exclusions and limitations remain unchanged.

This endorsement shall be effective from July 1, 2016, 12:01 a.m. Local Time at the administrative office of the **Named Insured**.

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY

Per: \_\_\_\_\_

Attorney

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY  
("CLLAS")**

**Endorsement No. 1**

*The following is hereby agreed and understood:*

1. Subject to the provisions of this Endorsement No. 1 and all other terms, conditions, exclusions and limitations of the Policy, except for Exclusion No. 6, coverage under II – INSURING AGREEMENTS of the Policy is hereby extended to include liabilities of, or Claims against, the Insured with respect to Umbrella Claims.

2. **DEFINITIONS**

All capitalized terms herein, other than those defined herein, shall have the meanings set forth in the Policy. Unless specifically stated otherwise, where used herein, the following terms shall have the following meanings:

- (a) "Associated Firm" means any of the following law firm(s) involved in the Umbrella Firm, other than the Primary Insured and the Umbrella Firm, and includes their respective predecessor firms:

**Associated Firm(s)**

**ORANGE CHARI**

- (b) "Claim" or "Claims" includes an Umbrella Claim;
- (c) "Claim Portion Percentage" has the meaning set out in paragraph 3(a)(iv) hereof;
- (d) "Insured" means the Insured as defined in the Policy but, in respect of an Umbrella Claim, shall also include the Umbrella Firm and any person who is a partner; or an officer, director or shareholder of a Professional Corporation; employee; "counsel" or "of-counsel"; or consultant of the Umbrella Firm who is not a partner; officer, director or shareholder of a Professional Corporation; employee; "counsel" or "of-counsel"; or consultant of the Primary Insured or an Associated Firm;
- (e) "Primary Insured" means the Named Insured and any predecessor firm(s);
- (f) "Primary Insured Insurance Program" means all policies of insurance other than any compulsory insurance programs which provide professional liability coverage to the Primary Insured from time to time;
- (g) "Umbrella Claim" means any Claim arising out of Professional Services rendered or alleged to have been rendered or which should have been rendered in whole or in part by 1) the Primary Insured in the name of or on behalf of the Umbrella Firm or 2) by the Umbrella Firm in the name of or on behalf of the Umbrella Firm, which is made against one or more of the Umbrella Firm, the Primary Insured and an Associated Firm;
- (h) "Umbrella Firm" means the partnership, association or other arrangement between or among the Primary Insured and one or more Associated Firms known publicly as:



Name of Umbrella Firm(s)

ORANGE CHARI  
MCCARTHY TÉTRAULT LLP

**3. UMBRELLA CLAIMS**

**(a) Determination and Allocation of Liability**

The determination of and the allocation of liability for an **Umbrella Claim** shall be as mutually agreed by the **Primary Insured** and the **Associated Firm** based upon a reasonable assessment of the relevant facts available from time to time, all subject, however, to the following:

- (i) If a **Claim** is attributable to **Professional Services** rendered, or which should have been rendered, by the **Primary Insured** in combination with one or more of the **Associated Firms** and does not arise out of **Professional Services** rendered or which should have been rendered in whole or in part by, in the name of or on behalf of, the **Umbrella Firm**, then, regardless of how the **Claim** may be pleaded or characterized, the provisions of paragraph 3(c) below shall not apply to said **Claim**.
- (ii) Subject to subparagraph 3(a)(iii), the **Primary Insured** and the **Associated Firms** shall agree on the basis of any contributory fault as to which of them were involved in rendering or failing to render the **Professional Services** giving rise to said **Claim** and the liability for the said **Claim** shall be allocated equally among those of the **Primary Insured** and the **Associated Firms** which were agreed to be so involved. If the **Primary Insured** and the **Associated Firms** are unable to mutually agree as to such allocation, each of the **Primary Insured** and the **Associated Firms** shall be deemed to have been involved in rendering or failing to render **Professional Services** giving rise to the **Claim**. For greater clarity, it is hereby acknowledged that if the **Professional Services** giving rise to the **Claim** were rendered or failed to be rendered in whole or in part by individual partners; or officers, directors or shareholders of a **Professional Corporation**; employees; "counsel" or "of-counsel"; or consultants to the **Umbrella Firm** who are not partners; officers, directors or shareholder of a **Professional Corporation**; employees; "counsel" or "of counsel"; or consultants to any of the **Primary Insured** or **Associated Firms**, it will be deemed that each of the **Primary Insured** and **Associated Firms** were involved in rendering the **Professional Services** giving rise to the **Claim**.
- (iii) In the event that the determination of involvement in and the allocation of liability for the **Umbrella Claim** as determined by a court of competent jurisdiction on the basis of contributory fault differs from the agreement as to involvement in and the allocation of liability made in subparagraph 3(a)(ii) hereof, the court's determination and allocation shall take precedence and in such case, the court's determination shall be considered for all purposes of the Policy to have been made with effect from the time that notice of the **Claim** was given.
- (iv) The portion of the liability allocated to the **Primary Insured** pursuant to subparagraphs 3(a)(ii) or 3(a)(iii) hereof, if any, expressed as a percentage of the total liability for the **Claim**, is herein referred to as the "**Claim Portion Percentage**".

**(b) Coverage Limitations**

For the purposes of Coverage A – Professional Liability and Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy, notwithstanding any other provision of the Policy to the contrary, the liability for an **Umbrella Claim** shall be limited to that portion of the **Umbrella Claim** that is allocated to the **Primary Insured** pursuant to the **Claim Portion Percentage**.

(c) **Non-aggregation of Policy Limits**

Responsibility of each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** for the liability of each **Umbrella Claim** where the **Claim Portion Percentage** exceeds zero but is less than 100% shall be determined (i) by determining the amount of coverage which would have been afforded under each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** as if the **Claim Portion Percentage** had been 100% and (ii) by multiplying the result by the **Claim Portion Percentage**.

(d) **Contingent Coverage B**

In the case of an **Umbrella Claim** for which the **Claim Portion Percentage** is zero, if the **Primary Insured** is not provided coverage under the insurance program(s) of the **Associated Firms** for any **Costs, Charges and Expenses** incurred by the **Primary Insured** in respect of said **Claim**, notwithstanding the provisions contained in paragraphs 3(b) and 3(c) hereof, this Policy shall provide coverage to the **Primary Insured** as prescribed under Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy in respect of such **Costs, Charges and Expenses**.

4. This endorsement does not increase the **Limit of Liability**.

Attaching to and forming part of Policy Number 27008 issued by the Canadian Lawyers Liability Assurance Society to McCarthy Tétrault LLP et al.

All other terms, conditions, exclusions and limitations remain unchanged.

This endorsement shall be effective from July 1, 2016, 12:01 a.m. Local Time at the administrative office of the **Named Insured**.

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY**

Per: \_\_\_\_\_

  
Attorney

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY  
("CLLAS")**

**Endorsement No. 1**

*The following is hereby agreed and understood:*

1. Subject to the provisions of this Endorsement No. 1 and all other terms, conditions, exclusions and limitations of the Policy, except for Exclusion No. 6, coverage under II – INSURING AGREEMENTS of the Policy is hereby extended to include liabilities of, or Claims against, the Insured with respect to Umbrella Claims.

2. **DEFINITIONS**

All capitalized terms herein, other than those defined herein, shall have the meanings set forth in the Policy. Unless specifically stated otherwise, where used herein, the following terms shall have the following meanings:

- (a) **"Associated Firm"** means any of the following law firm(s) involved in the Umbrella Firm, other than the Primary Insured and the Umbrella Firm, and includes their respective predecessor firms:

**Associated Firm(s)**

BULL, HOUSSEY & TUPPER  
BYERS CASGRAIN  
ROBERT W.H. WANG & CO.

- (b) **"Claim"** or **"Claims"** includes an Umbrella Claim;
- (c) **"Claim Portion Percentage"** has the meaning set out in paragraph 3(a)(iv) hereof;
- (d) **"Insured"** means the Insured as defined in the Policy but, in respect of an Umbrella Claim, shall also include the Umbrella Firm and any person who is a partner; or an officer, director or shareholder of a Professional Corporation; employee; "counsel" or "of-counsel"; or consultant of the Umbrella Firm who is not a partner; officer, director or shareholder of a Professional Corporation; employee; "counsel" or "of-counsel"; or consultant of the Primary Insured or an Associated Firm;
- (e) **"Primary Insured"** means the Named Insured and any predecessor firm(s);
- (f) **"Primary Insured Insurance Program"** means all policies of insurance other than any compulsory insurance programs which provide professional liability coverage to the Primary Insured from time to time;
- (g) **"Umbrella Claim"** means any Claim arising out of Professional Services rendered or alleged to have been rendered or which should have been rendered in whole or in part by 1) the Primary Insured in the name of or on behalf of the Umbrella Firm or 2) by the Umbrella Firm in the name of or on behalf of the Umbrella Firm, which is made against one or more of the Umbrella Firm, the Primary Insured and an Associated Firm;
- (h) **"Umbrella Firm"** means the partnership, association or other arrangement between or among the Primary Insured and one or more Associated Firms known publicly as:

Name of Umbrella Firm(s)

MCMILLAN BULL CASGRAIN

3. UMBRELLA CLAIMS

(a) Determination and Allocation of Liability

The determination of and the allocation of liability for an Umbrella Claim shall be as mutually agreed by the Primary Insured and the Associated Firm based upon a reasonable assessment of the relevant facts available from time to time, all subject, however, to the following:

- (i) If a Claim is attributable to Professional Services rendered, or which should have been rendered, by the Primary Insured in combination with one or more of the Associated Firms and does not arise out of Professional Services rendered or which should have been rendered in whole or in part by, in the name of or on behalf of, the Umbrella Firm, then, regardless of how the Claim may be pleaded or characterized, the provisions of paragraph 3(c) below shall not apply to said Claim.
- (ii) Subject to subparagraph 3(a)(iii), the Primary Insured and the Associated Firms shall agree on the basis of any contributory fault as to which of them were involved in rendering or failing to render the Professional Services giving rise to said Claim and the liability for the said Claim shall be allocated equally among those of the Primary Insured and the Associated Firms which were agreed to be so involved. If the Primary Insured and the Associated Firms are unable to mutually agree as to such allocation, each of the Primary Insured and the Associated Firms shall be deemed to have been involved in rendering or failing to render Professional Services giving rise to the Claim. For greater clarity, it is hereby acknowledged that if the Professional Services giving rise to the Claim were rendered or failed to be rendered in whole or in part by individual partners; or officers, directors or shareholders of a Professional Corporation; employees; "counsel" or "of-counsel"; or consultants to the Umbrella Firm who are not partners; officers, directors or shareholder of a Professional Corporation; employees; "counsel" or "of counsel"; or consultants to any of the Primary Insured or Associated Firms, it will be deemed that each of the Primary Insured and Associated Firms were involved in rendering the Professional Services giving rise to the Claim.
- (iii) In the event that the determination of involvement in and the allocation of liability for the Umbrella Claim as determined by a court of competent jurisdiction on the basis of contributory fault differs from the agreement as to involvement in and the allocation of liability made in subparagraph 3(a)(ii) hereof, the court's determination and allocation shall take precedence and in such case, the court's determination shall be considered for all purposes of the Policy to have been made with effect from the time that notice of the Claim was given.
- (iv) The portion of the liability allocated to the Primary Insured pursuant to subparagraphs 3(a)(ii) or 3(a)(iii) hereof, if any, expressed as a percentage of the total liability for the Claim, is herein referred to as the "Claim Portion Percentage".

(b) Coverage Limitations

For the purposes of Coverage A – Professional Liability and Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy, notwithstanding any other provision of the Policy to the contrary, the liability for an Umbrella Claim shall be limited to that portion of the Umbrella Claim that is allocated to the Primary Insured pursuant to the Claim Portion Percentage.

(c) **Non-aggregation of Policy Limits**

Responsibility of each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** for the liability of each **Umbrella Claim** where the **Claim Portion Percentage** exceeds zero but is less than 100% shall be determined (i) by determining the amount of coverage which would have been afforded under each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** as if the **Claim Portion Percentage** had been 100% and (ii) by multiplying the result by the **Claim Portion Percentage**.

(d) **Contingent Coverage B**

In the case of an **Umbrella Claim** for which the **Claim Portion Percentage** is zero, if the **Primary Insured** is not provided coverage under the insurance program(s) of the **Associated Firms** for any **Costs, Charges and Expenses** incurred by the **Primary Insured** in respect of said **Claim**, notwithstanding the provisions contained in paragraphs 3(b) and 3(c) hereof, this Policy shall provide coverage to the **Primary Insured** as prescribed under Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy in respect of such **Costs, Charges and Expenses**.

4. This endorsement does not increase the **Limit of Liability**.

Attaching to and forming part of Policy Number 27009 issued by the Canadian Lawyers Liability Assurance Society to McMillan LLP et al.

All other terms, conditions, exclusions and limitations remain unchanged.

This endorsement shall be effective from July 1, 2016, 12:01 a.m. Local Time at the administrative office of the **Named Insured**.

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY

Per: \_\_\_\_\_

Attorney

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY  
("CLLAS")**

**Endorsement No. 1**

***The following is hereby agreed and understood:***

1. Subject to the provisions of this Endorsement No. 1 and all other terms, conditions, exclusions and limitations of the Policy, except for Exclusion No. 6, coverage under II – INSURING AGREEMENTS of the Policy is hereby extended to include liabilities of, or **Claims** against, the **Insured** with respect to **Umbrella Claims**.

2. **DEFINITIONS**

All capitalized terms herein, other than those defined herein, shall have the meanings set forth in the Policy. Unless specifically stated otherwise, where used herein, the following terms shall have the following meanings:

- (a) **"Associated Firm"** means any of the following law firm(s) involved in the **Umbrella Firm**, other than the **Primary Insured** and the **Umbrella Firm**, and includes their respective predecessor firms:

**Associated Firm(s)**

- 1(A). OGILVY RENAULT  
1(B). LADNER DOWNS  
2. OGILVY RENAULT

- (b) **"Claim"** or **"Claims"** includes an **Umbrella Claim**;
- (c) **"Claim Portion Percentage"** has the meaning set out in paragraph 3(a)(iv) hereof;
- (d) **"Insured"** means the **Insured** as defined in the Policy but, in respect of an **Umbrella Claim**, shall also include the **Umbrella Firm** and any person who is a partner; or an officer, director or shareholder of a **Professional Corporation**; employee; "counsel" or "of-counsel"; or consultant of the **Umbrella Firm** who is not a partner; officer, director or shareholder of a **Professional Corporation**; employee; "counsel" or "of-counsel"; or consultant of the **Primary Insured** or an **Associated Firm**;
- (e) **"Primary Insured"** means the **Named Insured** and any predecessor firm(s);
- (f) **"Primary Insured Insurance Program"** means all policies of insurance other than any compulsory insurance programs which provide professional liability coverage to the **Primary Insured** from time to time;
- (g) **"Umbrella Claim"** means any **Claim** arising out of **Professional Services** rendered or alleged to have been rendered or which should have been rendered in whole or in part by 1) the **Primary Insured** in the name of or on behalf of the **Umbrella Firm** or 2) by the **Umbrella Firm** in the name of or on behalf of the **Umbrella Firm**, which is made against one or more of the **Umbrella Firm**, the **Primary Insured** and an **Associated Firm**;
- (h) **"Umbrella Firm"** means the partnership, association or other arrangement between or among the **Primary Insured** and one or more **Associated Firms** known publicly as:

Name of Umbrella Firm(s)

1. OSLER RENAULT LADNER
2. OSLER RENAULT

**3. UMBRELLA CLAIMS**

**(a) Determination and Allocation of Liability**

The determination of and the allocation of liability for an **Umbrella Claim** shall be as mutually agreed by the **Primary Insured** and the **Associated Firm** based upon a reasonable assessment of the relevant facts available from time to time, all subject, however, to the following:

- (i) If a **Claim** is attributable to **Professional Services** rendered, or which should have been rendered, by the **Primary Insured** in combination with one or more of the **Associated Firms** and does not arise out of **Professional Services** rendered or which should have been rendered in whole or in part by, in the name of or on behalf of, the **Umbrella Firm**, then, regardless of how the **Claim** may be pleaded or characterized, the provisions of paragraph 3(c) below shall not apply to said **Claim**.
- (ii) Subject to subparagraph 3(a)(iii), the **Primary Insured** and the **Associated Firms** shall agree on the basis of any contributory fault as to which of them were involved in rendering or failing to render the **Professional Services** giving rise to said **Claim** and the liability for the said **Claim** shall be allocated equally among those of the **Primary Insured** and the **Associated Firms** which were agreed to be so involved. If the **Primary Insured** and the **Associated Firms** are unable to mutually agree as to such allocation, each of the **Primary Insured** and the **Associated Firms** shall be deemed to have been involved in rendering or failing to render **Professional Services** giving rise to the **Claim**. For greater clarity, it is hereby acknowledged that if the **Professional Services** giving rise to the **Claim** were rendered or failed to be rendered in whole or in part by individual partners; or officers, directors or shareholders of a **Professional Corporation**; employees; "counsel" or "of-counsel"; or consultants to the **Umbrella Firm** who are not partners; officers, directors or shareholder of a **Professional Corporation**; employees; "counsel" or "of counsel"; or consultants to any of the **Primary Insured** or **Associated Firms**, it will be deemed that each of the **Primary Insured** and **Associated Firms** were involved in rendering the **Professional Services** giving rise to the **Claim**.
- (iii) In the event that the determination of involvement in and the allocation of liability for the **Umbrella Claim** as determined by a court of competent jurisdiction on the basis of contributory fault differs from the agreement as to involvement in and the allocation of liability made in subparagraph 3(a)(ii) hereof, the court's determination and allocation shall take precedence and in such case, the court's determination shall be considered for all purposes of the Policy to have been made with effect from the time that notice of the **Claim** was given.
- (iv) The portion of the liability allocated to the **Primary Insured** pursuant to subparagraphs 3(a)(ii) or 3(a)(iii) hereof, if any, expressed as a percentage of the total liability for the **Claim**, is herein referred to as the "**Claim Portion Percentage**".

**(b) Coverage Limitations**

For the purposes of Coverage A – Professional Liability and Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy, notwithstanding any other provision of the Policy to the contrary, the liability for an **Umbrella Claim** shall be limited to that portion of the **Umbrella Claim** that is allocated to the **Primary Insured** pursuant to the **Claim Portion Percentage**.

(c) **Non-aggregation of Policy Limits**

Responsibility of each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** for the liability of each **Umbrella Claim** where the **Claim Portion Percentage** exceeds zero but is less than 100% shall be determined (i) by determining the amount of coverage which would have been afforded under each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** as if the **Claim Portion Percentage** had been 100% and (ii) by multiplying the result by the **Claim Portion Percentage**.

(d) **Contingent Coverage B**

In the case of an **Umbrella Claim** for which the **Claim Portion Percentage** is zero, if the **Primary Insured** is not provided coverage under the insurance program(s) of the **Associated Firms** for any **Costs, Charges and Expenses** incurred by the **Primary Insured** in respect of said **Claim**, notwithstanding the provisions contained in paragraphs 3(b) and 3(c) hereof, this Policy shall provide coverage to the **Primary Insured** as prescribed under Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy in respect of such **Costs, Charges and Expenses**.

4. This endorsement does not increase the **Limit of Liability**.

Attaching to and forming part of Policy Number 27010 issued by the Canadian Lawyers Liability Assurance Society to Osler, Hoskin & Harcourt LLP.

All other terms, conditions, exclusions and limitations remain unchanged.

This endorsement shall be effective from July 1, 2016, 12:01 a.m. Local Time at the administrative office of the **Named Insured**.

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY

Per: \_\_\_\_\_

Attorney



**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY  
("CLLAS")**

**Endorsement No. 1**

*The following is hereby agreed and understood:*

1. Subject to the provisions of this Endorsement No. 1 and all other terms, conditions, exclusions and limitations of the Policy, except for Exclusion No. 6, coverage under II – INSURING AGREEMENTS of the Policy is hereby extended to include liabilities of, or **Claims** against, the **Insured** with respect to **Umbrella Claims**.

2. **DEFINITIONS**

All capitalized terms herein, other than those defined herein, shall have the meanings set forth in the Policy. Unless specifically stated otherwise, where used herein, the following terms shall have the following meanings:

- (a) **"Associated Firm"** means any of the following law firm(s) involved in the **Umbrella Firm**, other than the **Primary Insured** and the **Umbrella Firm**, and includes their respective predecessor firms:

**Associated Firm(s)**

DESJARDINS DUCHARME STEIN MONAST (FORMERLY DESJARDINS DUCHARME)  
LAWSON LUNDELL LAWSON & MACINTOSH

- (b) **"Claim"** or **"Claims"** includes an **Umbrella Claim**;
- (c) **"Claim Portion Percentage"** has the meaning set out in paragraph 3(a)(iv) hereof;
- (d) **"Insured"** means the **Insured** as defined in the Policy but, in respect of an **Umbrella Claim**, shall also include the **Umbrella Firm** and any person who is a partner; or an officer, director or shareholder of a **Professional Corporation**; employee; "counsel" or "of-counsel"; or consultant of the **Umbrella Firm** who is not a partner; officer, director or shareholder of a **Professional Corporation**; employee; "counsel" or "of-counsel"; or consultant of the **Primary Insured** or an **Associated Firm**;
- (e) **"Primary Insured"** means the **Named Insured** and any predecessor firm(s);
- (f) **"Primary Insured Insurance Program"** means all policies of insurance other than any compulsory insurance programs which provide professional liability coverage to the **Primary Insured** from time to time;
- (g) **"Umbrella Claim"** means any **Claim** arising out of **Professional Services** rendered or alleged to have been rendered or which should have been rendered in whole or in part by 1) the **Primary Insured** in the name of or on behalf of the **Umbrella Firm** or 2) by the **Umbrella Firm** in the name of or on behalf of the **Umbrella Firm**, which is made against one or more of the **Umbrella Firm**, the **Primary Insured** and an **Associated Firm**;
- (h) **"Umbrella Firm"** means the partnership, association or other arrangement between or among the **Primary Insured** and one or more **Associated Firms** known publicly as:

Name of Umbrella Firm(s)

TORY DUCHARME LAWSON LUNDELL

3. UMBRELLA CLAIMS

(a) Determination and Allocation of Liability

The determination of and the allocation of liability for an **Umbrella Claim** shall be as mutually agreed by the **Primary Insured** and the **Associated Firm** based upon a reasonable assessment of the relevant facts available from time to time, all subject, however, to the following:

- (i) If a **Claim** is attributable to **Professional Services** rendered, or which should have been rendered, by the **Primary Insured** in combination with one or more of the **Associated Firms** and does not arise out of **Professional Services** rendered or which should have been rendered in whole or in part by, in the name of or on behalf of, the **Umbrella Firm**, then, regardless of how the **Claim** may be pleaded or characterized, the provisions of paragraph 3(c) below shall not apply to said **Claim**.
- (ii) Subject to subparagraph 3(a)(iii), the **Primary Insured** and the **Associated Firms** shall agree on the basis of any contributory fault as to which of them were involved in rendering or failing to render the **Professional Services** giving rise to said **Claim** and the liability for the said **Claim** shall be allocated equally among those of the **Primary Insured** and the **Associated Firms** which were agreed to be so involved. If the **Primary Insured** and the **Associated Firms** are unable to mutually agree as to such allocation, each of the **Primary Insured** and the **Associated Firms** shall be deemed to have been involved in rendering or failing to render **Professional Services** giving rise to the **Claim**. For greater clarity, it is hereby acknowledged that if the **Professional Services** giving rise to the **Claim** were rendered or failed to be rendered in whole or in part by individual partners; or officers, directors or shareholders of a **Professional Corporation**; employees; "counsel" or "of-counsel"; or consultants to the **Umbrella Firm** who are not partners; officers, directors or shareholder of a **Professional Corporation**; employees; "counsel" or "of counsel"; or consultants to any of the **Primary Insured** or **Associated Firms**, it will be deemed that each of the **Primary Insured** and **Associated Firms** were involved in rendering the **Professional Services** giving rise to the **Claim**.
- (iii) In the event that the determination of involvement in and the allocation of liability for the **Umbrella Claim** as determined by a court of competent jurisdiction on the basis of contributory fault differs from the agreement as to involvement in and the allocation of liability made in subparagraph 3(a)(ii) hereof, the court's determination and allocation shall take precedence and in such case, the court's determination shall be considered for all purposes of the Policy to have been made with effect from the time that notice of the **Claim** was given.
- (iv) The portion of the liability allocated to the **Primary Insured** pursuant to subparagraphs 3(a)(ii) or 3(a)(iii) hereof, if any, expressed as a percentage of the total liability for the **Claim**, is herein referred to as the "**Claim Portion Percentage**".

(b) Coverage Limitations

For the purposes of Coverage A – Professional Liability and Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy, notwithstanding any other provision of the Policy to the contrary, the liability for an **Umbrella Claim** shall be limited to that portion of the **Umbrella Claim** that is allocated to the **Primary Insured** pursuant to the **Claim Portion Percentage**.

(c) **Non-aggregation of Policy Limits**

Responsibility of each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** for the liability of each **Umbrella Claim** where the **Claim Portion Percentage** exceeds zero but is less than 100% shall be determined (i) by determining the amount of coverage which would have been afforded under each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** as if the **Claim Portion Percentage** had been 100% and (ii) by multiplying the result by the **Claim Portion Percentage**.

(d) **Contingent Coverage B**

In the case of an **Umbrella Claim** for which the **Claim Portion Percentage** is zero, if the **Primary Insured** is not provided coverage under the insurance program(s) of the **Associated Firms** for any **Costs, Charges and Expenses** incurred by the **Primary Insured** in respect of said **Claim**, notwithstanding the provisions contained in paragraphs 3(b) and 3(c) hereof, this Policy shall provide coverage to the **Primary Insured** as prescribed under Coverage B – Costs, Charges and Expenses of II – **INSURING AGREEMENTS** of the Policy in respect of such **Costs, Charges and Expenses**.

4. This endorsement does not increase the **Limit of Liability**.

Attaching to and forming part of Policy Number 27011 issued by the Canadian Lawyers Liability Assurance Society to Torys LLP.

All other terms, conditions, exclusions and limitations remain unchanged.

This endorsement shall be effective from July 1, 2016, 12:01 a.m. Local Time at the administrative office of the **Named Insured**.

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY

Per: \_\_\_\_\_

  
Attorney

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY  
("CLLAS")**

**Endorsement No. 1**

*The following is hereby agreed and understood:*

1. Subject to the provisions of this Endorsement No. 1 and all other terms, conditions, exclusions and limitations of the Policy, except for Exclusion No. 6, coverage under II – INSURING AGREEMENTS of the Policy is hereby extended to include liabilities of, or **Claims** against, the **Insured** with respect to **Umbrella Claims**.

2. **DEFINITIONS**

All capitalized terms herein, other than those defined herein, shall have the meanings set forth in the Policy. Unless specifically stated otherwise, where used herein, the following terms shall have the following meanings:

- (a) **"Associated Firm"** means any of the following law firm(s) involved in the **Umbrella Firm**, other than the **Primary Insured** and the **Umbrella Firm**, and includes their respective predecessor firms:

**Associated Firm(s)**

NOT APPLICABLE

- (b) **"Claim"** or **"Claims"** includes an **Umbrella Claim**;
- (c) **"Claim Portion Percentage"** has the meaning set out in paragraph 3(a)(iv) hereof;
- (d) **"Insured"** means the **Insured** as defined in the Policy but, in respect of an **Umbrella Claim**, shall also include the **Umbrella Firm** and any person who is a partner; or an officer, director or shareholder of a **Professional Corporation**; employee; "counsel" or "of-counsel"; or consultant of the **Umbrella Firm** who is not a partner; officer, director or shareholder of a **Professional Corporation**; employee; "counsel" or "of-counsel"; or consultant of the **Primary Insured** or an **Associated Firm**;
- (e) **"Primary Insured"** means the **Named Insured** and any predecessor firm(s);
- (f) **"Primary Insured Insurance Program"** means all policies of insurance other than any compulsory insurance programs which provide professional liability coverage to the **Primary Insured** from time to time;
- (g) **"Umbrella Claim"** means any **Claim** arising out of **Professional Services** rendered or alleged to have been rendered or which should have been rendered in whole or in part by 1) the **Primary Insured** in the name of or on behalf of the **Umbrella Firm** or 2) by the **Umbrella Firm** in the name of or on behalf of the **Umbrella Firm**, which is made against one or more of the **Umbrella Firm**, the **Primary Insured** and an **Associated Firm**;
- (h) **"Umbrella Firm"** means the partnership, association or other arrangement between or among the **Primary Insured** and one or more **Associated Firms** known publicly as:

Name of Umbrella Firm(s)

NOT APPLICABLE

### 3. UMBRELLA CLAIMS

#### (a) Determination and Allocation of Liability

The determination of and the allocation of liability for an **Umbrella Claim** shall be as mutually agreed by the **Primary Insured** and the **Associated Firm** based upon a reasonable assessment of the relevant facts available from time to time, all subject, however, to the following:

- (i) If a **Claim** is attributable to **Professional Services** rendered, or which should have been rendered, by the **Primary Insured** in combination with one or more of the **Associated Firms** and does not arise out of **Professional Services** rendered or which should have been rendered in whole or in part by, in the name of or on behalf of, the **Umbrella Firm**, then, regardless of how the **Claim** may be pleaded or characterized, the provisions of paragraph 3(c) below shall not apply to said **Claim**.
- (ii) Subject to subparagraph 3(a)(iii), the **Primary Insured** and the **Associated Firms** shall agree on the basis of any contributory fault as to which of them were involved in rendering or failing to render the **Professional Services** giving rise to said **Claim** and the liability for the said **Claim** shall be allocated equally among those of the **Primary Insured** and the **Associated Firms** which were agreed to be so involved. If the **Primary Insured** and the **Associated Firms** are unable to mutually agree as to such allocation, each of the **Primary Insured** and the **Associated Firms** shall be deemed to have been involved in rendering or failing to render **Professional Services** giving rise to the **Claim**. For greater clarity, it is hereby acknowledged that if the **Professional Services** giving rise to the **Claim** were rendered or failed to be rendered in whole or in part by individual partners; or officers, directors or shareholders of a **Professional Corporation**; employees; "counsel" or "of-counsel"; or consultants to the **Umbrella Firm** who are not partners; officers, directors or shareholder of a **Professional Corporation**; employees; "counsel" or "of counsel"; or consultants to any of the **Primary Insured** or **Associated Firms**, it will be deemed that each of the **Primary Insured** and **Associated Firms** were involved in rendering the **Professional Services** giving rise to the **Claim**.
- (iii) In the event that the determination of involvement in and the allocation of liability for the **Umbrella Claim** as determined by a court of competent jurisdiction on the basis of contributory fault differs from the agreement as to involvement in and the allocation of liability made in subparagraph 3(a)(ii) hereof, the court's determination and allocation shall take precedence and in such case, the court's determination shall be considered for all purposes of the Policy to have been made with effect from the time that notice of the **Claim** was given.
- (iv) The portion of the liability allocated to the **Primary Insured** pursuant to subparagraphs 3(a)(ii) or 3(a)(iii) hereof, if any, expressed as a percentage of the total liability for the **Claim**, is herein referred to as the "**Claim Portion Percentage**".

#### (b) Coverage Limitations

For the purposes of Coverage A – Professional Liability and Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy, notwithstanding any other provision of the Policy to the contrary, the liability for an **Umbrella Claim** shall be limited to that portion of the **Umbrella Claim** that is allocated to the **Primary Insured** pursuant to the **Claim Portion Percentage**.

(c) **Non-aggregation of Policy Limits**

Responsibility of each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** for the liability of each **Umbrella Claim** where the **Claim Portion Percentage** exceeds zero but is less than 100% shall be determined (i) by determining the amount of coverage which would have been afforded under each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** as if the **Claim Portion Percentage** had been 100% and (ii) by multiplying the result by the **Claim Portion Percentage**.

(d) **Contingent Coverage B**

In the case of an **Umbrella Claim** for which the **Claim Portion Percentage** is zero, if the **Primary Insured** is not provided coverage under the insurance program(s) of the **Associated Firms** for any **Costs, Charges and Expenses** incurred by the **Primary Insured** in respect of said **Claim**, notwithstanding the provisions contained in paragraphs 3(b) and 3(c) hereof, this Policy shall provide coverage to the **Primary Insured** as prescribed under Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy in respect of such **Costs, Charges and Expenses**.

4. This endorsement does not increase the **Limit of Liability**.

Attaching to and forming part of Policy Number 27012 issued by the Canadian Lawyers Liability Assurance Society to WeirFoulds LLP.

All other terms, conditions, exclusions and limitations remain unchanged.

This endorsement shall be effective from July 1, 2016, 12:01 a.m. Local Time at the administrative office of the **Named Insured**.

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY

Per: \_\_\_\_\_

Attorney

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY  
("CLLAS")**

**Endorsement No. 1**

*The following is hereby agreed and understood:*

1. Subject to the provisions of this Endorsement No. 1 and all other terms, conditions, exclusions and limitations of the Policy, except for Exclusion No. 6, coverage under II – INSURING AGREEMENTS of the Policy is hereby extended to include liabilities of, or **Claims** against, the **Insured** with respect to **Umbrella Claims**.

2. **DEFINITIONS**

All capitalized terms herein, other than those defined herein, shall have the meanings set forth in the Policy. Unless specifically stated otherwise, where used herein, the following terms shall have the following meanings:

- (a) **"Associated Firm"** means any of the following law firm(s) involved in the **Umbrella Firm**, other than the **Primary Insured** and the **Umbrella Firm**, and includes their respective predecessor firms:

**Associated Firm(s)**

- 1(A). POULIOT MERCURE
  - 1(B). DOUGLAS, SYMES & BRISENDEN
  - 1(C). NORIEGA Y ESCOBEDO
  - 2(A). POULIOT MERCURE
  - 2(B). DOUGLAS, SYMES & BRISENDEN
  - 2(C). NORIEGA Y ESCOBEDO
  - 2(D). MACKIMMIE MATTHEWS
  - 3(A). POULIOT MERCURE
  - 3(B). NORIEGA Y ESCOBEDO
  - 4(A). POULIOT MERCURE
  - 4(B). NORIEGA Y ESCOBEDO
  - 4(C). ALEXANDER, HOLBURN, BEAUDIN & LANG
  - 5. MEMBERS OF THE WORLD SERVICES GROUP BUT CLAIMS KNOWN OR SHOULD HAVE BEEN KNOWN PRIOR TO APRIL 11, 2005 ARE EXCLUDED
- (b) **"Claim"** or **"Claims"** includes an **Umbrella Claim**;
- (c) **"Claim Portion Percentage"** has the meaning set out in paragraph 3(a)(iv) hereof;
- (d) **"Insured"** means the **Insured** as defined in the Policy but, in respect of an **Umbrella Claim**, shall also include the **Umbrella Firm** and any person who is a partner; or an officer, director or shareholder of a **Professional Corporation**; employee; "counsel" or "of-counsel"; or consultant of the **Umbrella Firm** who is not a partner; officer, director or shareholder of a **Professional Corporation**; employee; "counsel" or "of-counsel"; or consultant of the **Primary Insured** or an **Associated Firm**;
- (e) **"Primary Insured"** means the **Named Insured** and any predecessor firm(s);
- (f) **"Primary Insured Insurance Program"** means all policies of insurance other than any compulsory insurance programs which provide professional liability coverage to the **Primary Insured** from time to time;

- (g) **“Umbrella Claim”** means any **Claim** arising out of **Professional Services** rendered or alleged to have been rendered or which should have been rendered in whole or in part by 1) the **Primary Insured** in the name of or on behalf of the **Umbrella Firm** or 2) by the **Umbrella Firm** in the name of or on behalf of the **Umbrella Firm**, which is made against one or more of the **Umbrella Firm**, the **Primary Insured** and an **Associated Firm**;
- (h) **“Umbrella Firm”** means the partnership, association or other arrangement between or among the **Primary Insured** and one or more **Associated Firms** known publicly as:

Name of Umbrella Firm(s)

1. CASSELS POULIOT DOUGLAS NORIEGA
2. CASSELS POULIOT DOUGLAS MACKIMMIE NORIEGA
3. CASSELS POULIOT NORIEGA
4. CASSELS POULIOT ALEXANDER NORIEGA
5. WORLD SERVICES GROUP BUT CLAIMS KNOWN OR SHOULD HAVE BEEN KNOWN PRIOR TO APRIL 11, 2005 ARE EXCLUDED

**3. UMBRELLA CLAIMS**

(a) **Determination and Allocation of Liability**

The determination of and the allocation of liability for an **Umbrella Claim** shall be as mutually agreed by the **Primary Insured** and the **Associated Firm** based upon a reasonable assessment of the relevant facts available from time to time, all subject, however, to the following:

- (i) If a **Claim** is attributable to **Professional Services** rendered, or which should have been rendered, by the **Primary Insured** in combination with one or more of the **Associated Firms** and does not arise out of **Professional Services** rendered or which should have been rendered in whole or in part by, in the name of or on behalf of, the **Umbrella Firm**, then, regardless of how the **Claim** may be pleaded or characterized, the provisions of paragraph 3(c) below shall not apply to said **Claim**.
- (ii) Subject to subparagraph 3(a)(iii), the **Primary Insured** and the **Associated Firms** shall agree on the basis of any contributory fault as to which of them were involved in rendering or failing to render the **Professional Services** giving rise to said **Claim** and the liability for the said **Claim** shall be allocated equally among those of the **Primary Insured** and the **Associated Firms** which were agreed to be so involved. If the **Primary Insured** and the **Associated Firms** are unable to mutually agree as to such allocation, each of the **Primary Insured** and the **Associated Firms** shall be deemed to have been involved in rendering or failing to render **Professional Services** giving rise to the **Claim**. For greater clarity, it is hereby acknowledged that if the **Professional Services** giving rise to the **Claim** were rendered or failed to be rendered in whole or in part by individual partners; or officers, directors or shareholders of a **Professional Corporation**; employees; “counsel” or “of-counsel”; or consultants to the **Umbrella Firm** who are not partners; officers, directors or shareholder of a **Professional Corporation**; employees; “counsel” or “of counsel”; or consultants to any of the **Primary Insured** or **Associated Firms**, it will be deemed that each of the **Primary Insured** and **Associated Firms** were involved in rendering the **Professional Services** giving rise to the **Claim**.
- (iii) In the event that the determination of involvement in and the allocation of liability for the **Umbrella Claim** as determined by a court of competent jurisdiction on the basis of contributory fault differs from the agreement as to involvement in and the allocation of liability made in subparagraph 3(a)(ii) hereof, the court’s determination and allocation shall take precedence and in such case, the court’s determination shall be considered for all purposes of the Policy to have been made with effect from the time that notice of the **Claim** was given.



- (iv) The portion of the liability allocated to the **Primary Insured** pursuant to subparagraphs 3(a)(ii) or 3(a)(iii) hereof, if any, expressed as a percentage of the total liability for the **Claim**, is herein referred to as the "**Claim Portion Percentage**".

(b) **Coverage Limitations**

For the purposes of Coverage A – Professional Liability and Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy, notwithstanding any other provision of the Policy to the contrary, the liability for an **Umbrella Claim** shall be limited to that portion of the **Umbrella Claim** that is allocated to the **Primary Insured** pursuant to the **Claim Portion Percentage**.

(c) **Non-aggregation of Policy Limits**

Responsibility of each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** for the liability of each **Umbrella Claim** where the **Claim Portion Percentage** exceeds zero but is less than 100% shall be determined (i) by determining the amount of coverage which would have been afforded under each insurance policy (including the Policy) comprising the **Primary Insured Insurance Program** as if the **Claim Portion Percentage** had been 100% and (ii) by multiplying the result by the **Claim Portion Percentage**.

(d) **Contingent Coverage B**

In the case of an **Umbrella Claim** for which the **Claim Portion Percentage** is zero, if the **Primary Insured** is not provided coverage under the insurance program(s) of the **Associated Firms** for any **Costs, Charges and Expenses** incurred by the **Primary Insured** in respect of said **Claim**, notwithstanding the provisions contained in paragraphs 3(b) and 3(c) hereof, this Policy shall provide coverage to the **Primary Insured** as prescribed under Coverage B – Costs, Charges and Expenses of II – INSURING AGREEMENTS of the Policy in respect of such **Costs, Charges and Expenses**.

4. This endorsement does not increase the **Limit of Liability**.

Attaching to and forming part of Policy Number 27013 issued by the Canadian Lawyers Liability Assurance Society to Cassels Brock & Blackwell LLP.

All other terms, conditions, exclusions and limitations remain unchanged.

This endorsement shall be effective from July 1, 2016, 12:01 a.m. Local Time at the administrative office of the **Named Insured**.

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY

Per: \_\_\_\_\_

Attorney