

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

Endorsement No. 4

It is understood and agreed that the **Insurer** has entered into an arbitration agreement (wording attached) with "CLLAS International Insurers". In the event of a loss giving rise to a **Claim(s)** under both this Policy and the policy(ies) issued to the **Insured** by CLLAS International Insurers, the **Insured**, in accordance with IV. CONDITIONS 9., agrees to include the **Insurer** in any and all negotiations to settle such **Claim(s)** with CLLAS International Insurers and will abide by any allocation of liability for said **Claim(s)** between the **Insurer** and CLLAS International Insurers as a result of any such arbitration.

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

**LETTER AGREEMENT BETWEEN
CLLAS AND "CLLAS INTERNATIONAL" INSURERS**

RESOLUTION OF ALLOCATION DISPUTES

In the event of an allocation dispute between the Canadian Lawyers Liability Assurance Society ("CLLAS") and the undersigned insurance companies (collectively referred to as the "CLLAS International Insurers") with respect to a loss giving rise to a claim or claims under insurance policies issued by CLLAS and the CLLAS International Insurers, the parties agree as follows:

1. CLLAS and the CLLAS International Insurers agree to use their best efforts to determine a fair and proper allocation of all amounts (including defense costs) that the parties are collectively obligated to pay under their respective policies in connection with such claim. In making such determination, the parties will take into account the contributory fault giving rise to the loss by the individual insureds covered under their respective policies.
2. In the event that an allocation cannot be agreed to pursuant to paragraph 1 above, the parties will apply the Default Interim Allocation until such time as the parties are able to agree upon an alternate allocation or such allocation is determined pursuant to arbitration in accordance with paragraph 5 below.
3. The Default Interim Allocation means 50% CLLAS and 50% CLLAS International Insurers.
4. If the parties utilize the Default Interim Allocation
 - a. Either of CLLAS or the CLLAS International Insurers may refer the allocation dispute to arbitration in accordance with paragraph 5 below; and
 - b. No presumption as to allocation will exist in arbitration.
5. Disputes which are referred to arbitration will be determined by a single arbitrator. The arbitrator must be a person with not less than ten years' experience in the insurance and/or reinsurance industry or as a lawyer or other professional advisor serving the industry. If the parties cannot agree on the identity of the arbitrator within 14 days the matter being referred to arbitration, either party may apply to the Chairman of ARIAS (US) who will appoint an arbitrator. The arbitration will be conducted pursuant to the International Commercial Arbitration Act (Ontario). The arbitrator may in his/her sole discretion make such orders and directions as he/she considers necessary for the final determination of the matters in dispute and shall have discretion as to allocation of costs of the arbitrator between CLLAS and the CLLAS International Insurers. The arbitrator has the widest discretion permitted under governing law when making such orders or directions.

The parties agree that any determination with respect to allocation is subject to all the terms, conditions and limitations of the respective policies.

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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

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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

**LETTER AGREEMENT BETWEEN
CLLAS AND "CLLAS INTERNATIONAL" INSURERS**

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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**.

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Attorney

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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.

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