

Canadian Lawyers Liability Assurance Society

2017/2018 Renewal Application for  
Excess Professional Liability Insurance

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This application is made by the undersigned member (the "Firm") of the Canadian Lawyers Liability Assurance Society ("CLLAS") for issuance by CLLAS to the Firm of policies of professional liability insurance.

**Note:** *The policies applied for are "claims made" policies and only provide coverage for claims first made against the Insured during the policy period.*

Please answer **ALL** questions. Where space to answer is insufficient, attach a separate sheet.

1. Name of Firm (Named Insured): \_\_\_\_\_  
\_\_\_\_\_

2. Address of principal office: \_\_\_\_\_  
\_\_\_\_\_

Phone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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6. Since the most recent CLLAS application, has the name of the Firm been changed, or has any firm merged into the Firm? If so, give full particulars (including the number of lawyers merged into the Firm in each such situation) unless previously provided.

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7. Attached as Appendix A is a list of the Firm's predecessor firms resulting from mergers since July 1, 1987. Is the list complete?

☐ yes      ☐ no

If "no", please provide update.

Note: A predecessor firm is one a) which has undergone dissolution; and b) in which more than 50% of the partners and employed lawyers became partners and employed lawyers of the Firm.

8. Please complete Appendices B and C to provide the following details as of March 1, 2017:

- a) Number of lawyers (including partners, employed lawyers, counsels/of counsels and lawyer consultants).
- b) Number of patent & trademark agents (who are not lawyers).
- c) Number of other non-lawyer consultants.
- d) Number of paralegals.
- e) Number of other employees.
- f) If applicable, the number of lawyers who are not partners, employed lawyers, counsels/of counsels or lawyer consultants of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm. Please identify such individuals and professional corporations as requested in Appendix B.

Note: A common professional corporation structure is one where the lawyer remains a partner of the firm but the firm contracts with a professional corporation to provide the services of the partner to the firm via the professional corporation. Those lawyers would be accounted for in a) above. Question f) is intended to address an alternative structure whereby the professional corporation itself is a partner of the firm and it contracts directly or via another professional corporation with a lawyer to provide professional services.

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9. Please show the Firm's practice split by indicating the approximate percentage of billings for the following areas of law:

	<u>This Year</u>		<u>Last Year</u>	
a) Corporate and Commercial Law	_____	%	_____	%
b) Criminal Law	_____	%	_____	%
c) Family Law	_____	%	_____	%
d) Intellectual Property	_____	%	_____	%
e) Labour Law	_____	%	_____	%
f) Litigation	_____	%	_____	%
g) Real Estate	_____	%	_____	%
h) Securities Law	_____	%	_____	%
i) Tax Matters	_____	%	_____	%
j) Wills, Estates, Trust	_____	%	_____	%
k) Other (please specify)	_____	%	_____	%

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10. Have any of the lawyers or non-lawyer consultants listed in Appendices B and C or former lawyers or former non-lawyer consultants of the Firm been the subject of disciplinary proceedings, suspended or disbarred from practice since the date of the Firm's most recent CLLAS application? ☐ yes ☐ no

If "yes", please provide full details:

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11. Attached as Appendix D is a description of the "Associated Firms" and "Umbrella Firms" which are identified in the Associated Firm Endorsement (Endorsement No. 1) of the current CLLAS Primary Policy. Please verify, update where appropriate and advise CLLAS of any anticipated changes.
12. Canadian law society programs may restrict coverage if Professional Services are provided outside of Canada or if the Professional Services relate to non-Canadian law. The CLLAS Primary Policy also excludes coverage for lawyers providing Professional Services from a U.S. office as well as the practice of non-Canadian law. Please provide details of such services in Appendix E.
13. Attached as Appendix F is a schedule of claims and notices which have been given to the applicable law society and CLLAS as of December 31, 2016. Please verify and provide any changes in status. All known claims or notices that are not on the schedule, including those reported to any underlying insurance carrier, should be reported up to the date of this application. **However, updates thus reported are not considered official notice of claim to CLLAS.**

If applicable, CLLAS will also require an update on claims of your predecessor firms which were reported prior to any merger which are paid or currently reserved excess of \$500,000.

Note: Details required on all claims or notices are: name of lawyer, name of claimant, date claim reported, error date, date claim closed (if applicable), a brief description of the claim, including damages sought, amount paid (legal & indemnity) and amount reserved (legal & indemnity).

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

☐ yes      ☐ no

If "yes", please indicate preferred limit option:

<input type="checkbox"/> \$10M xs \$160M	<input type="checkbox"/> \$20M xs \$160M
<input type="checkbox"/> \$30M xs \$160M	<input type="checkbox"/> \$40M xs \$160M
<input type="checkbox"/> \$50M xs \$160M	<input type="checkbox"/> \$60M xs \$160M

15. Under Appendix G, please provide a full description of the Firm's most current risk management policies and procedures or, if appropriate, an update to your response to Appendix G of last year's renewal application.

16. Please complete Appendix H to provide underwriting information with respect to cyber liability.

17. Please attach as Appendix I copy of the Firm's 2017 Professional Liability Insurance Application and Exemption Form submitted to LawPro.

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

Signature: Scanned signature page follows  
(Must be signed by a Partner of the Firm)

Name of Signatory: \_\_\_\_\_  
(Who shall be the designated contact person between CLLAS & the Firm as respects this insurance.)

Date: \_\_\_\_\_

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

☐ yes     ☒ no

If "yes", please indicate preferred limit option:

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

15. Under Appendix G, please provide a full description of the Firm's most current risk management policies and procedures or, if appropriate, an update to your response to Appendix G of last year's renewal application.

16. Please complete Appendix H to provide underwriting information with respect to cyber liability.

17. Please attach as Appendix I copy of the Firm's 2017 Professional Liability Insurance Application and Exemption Form submitted to LawPro.

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

Signature: \_\_\_\_\_



(Must be signed by a Partner of the Firm)

Name of Signatory: Michael Statham

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

Date: March 27, 2017

APPENDIX A

PREDECESSOR FIRMS

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Name of Firm: \_\_\_\_\_

**APPENDIX B**  
**ACTIVE MEMBERS OF THE FIRM AS OF MARCH 1, 2017**

Name of Firm: \_\_\_\_\_

	<u>CANADA</u>					<u>OUTSIDE OF CANADA</u> <sup>/5</sup>	
	<u>B.C.</u>	<u>Alberta</u>	<u>Ontario</u>	<u>Quebec</u>	<u>Other Provinces</u> <u>(Please specify)</u>	<u>U.S.</u>	<u>Other</u> <u>Locations</u>
a) No. of Lawyers <sup>/1</sup>	_____	_____	_____	_____	_____	_____	_____
b) No. of Patent & Trademark Agents <sup>/2</sup>	_____	_____	_____	_____	_____	_____	_____
c) No. of Non-lawyer Consultants <sup>/3</sup>	_____	_____	_____	_____	_____	_____	_____
d) No. of Paralegals	_____	_____	_____	_____	_____	_____	_____
e) No. of Other Employees	_____	_____	_____	_____	_____	_____	_____
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm <sup>/4</sup>	_____	_____	_____	_____	_____	_____	_____

<sup>/1</sup> Including partners, employed lawyers, counsels/of counsels and lawyer consultants.

<sup>/2</sup> These are not lawyers.

<sup>/3</sup> Please complete Appendix C if individuals are reported under this category.

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

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

***Please attach a list of the lawyers reported under a) above, showing in each case his/her full name, date of call, date joined the Firm and, if applicable, date became partner.***

***Please attach a list of the names of the individuals reported under f) above, together with the names of the professional corporations to which they provide services.***

***If underlying insurance is purchased outside any Canadian mandatory law society program for lawyers, please provide full details under Appendix E, Question 4.***

If members of the Firm, either alone or with others, engage in the conduct of any profession or business other than the practice of law (e.g. financial management, mortgage brokering or other consulting; underwriting or brokering of securities or investment banking activities; real estate appraisal; actuarial analysis) either directly or indirectly as an agent, employee or partner of any organization, please give full particulars.

\_\_\_\_\_  
 \_\_\_\_\_

## Appendix B-1

Last Name	First Name	Called to Bar	Joined Firm
Abela	Caroline E.	2002	2003
Ackerley	Glenn W.	1989	1989
Adriano	Sylvia P.	2001	2001
Allen	Mac	2013	2013
Anand	Raj	1980	1998
Arezes	Richard J.	2010	2010
Astolfo	Sandra	1995	2016
Baek	Jennie	2008	2015
Baker	Denise	2003	2013
Bassett	Carleigh	2015	2015
Bogach	Faren H.	2008	2010
Boritz	Lia	2016	2016
Borsook	Lisa A.	1982	1982
Bromstein	Alan	1976	2014
Brown	David S.	1989	1989
Brown	Graham	2012	2012
Buhlman	John M.	1981	1981
Burns	Clare E.	1991	2008
Cass	Warren	2013	2016
Chaytor	Krista R.	2000	2000
Chiesa	Nadia	2011	2011
Clute	Alec K.	1985	1985
Connell	Michael	2012	2016
Cowan	Jeff G.	1978	1978
Doak	Stephen B.	2007	2007
Dolphin	Michael	2005	2005
Dooley	Conor	2010	2010
Dougherty	M. Jill	1986	1986
Douglas	Heather	1980	2016
Duffy	Lori M.	1984	1984
Egan	Wayne T.	1990	1990
Eisenberg	Robert	2015	2015
Engell	Bruce H.	1989	1989
Ferguson	Daniel P.	1984	1989
Filson	Ryan M.	1999	1999
Finlay	Bryan	1969	1970
Flarity	Aisling	2014	2014
Foran	Sean G.	1990	1990
Formosa	Albert G.	1986	1986
Franklin	Johanne	2003	2015
Glick	Jordan	2007	2010
Goldenberg	Rachel	2011	2011
Iatrou	Nikiforos	2005	2005
Khan	Abdul -Basit	2000	2013



Kinkartz	Lara	2014	2015
Kroman	Ralph H.	1984	1988
Kussner	Barnet H.	1991	1991
La Neve	Bianca V.	2002	2011
Lackie	Lauren	2010	2015
Lamek	Edmond	1992	2016
Lee	Karsten T.	2007	2007
Mah	Megan	2016	2016
Malicki	Linda	2012	2014
McGrath	Scott	2010	2010
McIsaac	Michael	2010	2016
McKellar	John D.	1959	1959
McLellan	Bradley N.	1979	1982
McNamara	Bota	2015	2015
McQuaid	Michael J.	1965	1966
Meadar	Jennifer	2010	2013
Millar	W. A. Derry	1974	1974
Monteith	Maralynne A.	1980	2002
Morley	Priya	2015	2015
Morris	Ryan	2003	2014
Mullin	Kim	2000	2000
Nugent	Patrick W.	1999	2005
Nunes	Danny	2007	2015
O'Connor	Les J.	1974	1974
Pandell	John L.	1988	1988
Patriquin	Scot	2003	2016
Peglar	Hayley	2014	2014
Prehogan	Kenneth	1980	1980
Richards	J. Gregory	1982	1982
Roe	Bronwyn	2013	2013
Ross	N. William C.	1969	1969
Rouleau	Sylvain	2010	2013
Rukavina	Steven	1994	1994
Scorgie	Jeff	2015	2015
Shafir	Max	1967	2016
Statham	Michael	1998	1998
Steven	Caitlin	2016	2016
Sumakova	Anastasija	2012	2012
Swartz	Michael R.	2002	2002
Tarshis	Debbie S.	1984	1984
Tereshyn	Christina	2015	2015
Theeuwen	Kayla	2015	2015
Thompson	David R.	1989	2004
Tzekas	Christopher J.	1979	1979
Valitsky	Ilia	2014	2016
Vermette	Marie-Andree	2001	2001
Wakim	A. Samuel	1965	1985

Walwyn	Frank E.	1995	1995
Warren	Robert B.	1977	1977
Wilbee	Alexandra	2006	2015
Wilkinson	John B.A.	1987	1987
Wong	Vickie	1991	2016
Yun	Sarah	2014	2014
Zalar	Tatiana	2013	2016

Professional Corporations				
2017				
	<b>Name</b>	<b>Role</b>	<b>Professional Corporation Name</b>	
1	Ackerley, Glenn	Partner	Glenn W. Ackerly Professional Corporation	
2	Anand, Raj	Partner	Raj Anand Professional Corporation	
3	Borsook, Lisa	Partner	Lisa A. Borsook Professional Corporation	
4	Brown, David	Partner	David Spencer Brown Professional Corporation	
5	Buhlman, John	Partner	John M. Buhlman Professional Corporation	
6	Chaytor, Krista	Partner	Krista R. Chaytor Professional Corporation	
7	Cowan, Jeff	Partner	Jeff G. Cowan Professional Corporation	
8	Duffy, Lori	Partner	Lori M. Duffy Professional Corporation	
9	Egan, Wayne	Partner	Wayne Egan Professional Corporation	
10	Ferguson, Dan	Partner	Daniel P. Ferguson Professional Corporation	
11	Filson, Ryan	Partner	Ryan M. Filson Professional Corporation	
12	Foran, Sean	Partner	Sean G. Foran Professional Corporation	
13	Formosa, Albert	Partner	Albert G. Formosa Professional Corporation	
14	Kroman, Ralph	Partner	Ralph H. Kroman Professional Corporation	
15	Kussner, Barnet	Partner	Barnet H. Kussner Professional Corporation	
16	Lee, Karsten	Partner	Karsten T. Lee Professional Corporation	
17	McLellan, Brad	Partner	Bradley N. McLellan Professional Corporation	
18	Nunes, Danny	Contract	Danny Nunes Professional Corporation	
19	Prehogan, Ken	Partner	Kenneth Prehogan Professional Corporation	
20	Swartz, Michael	Partner	Michael R. Swartz Professional Corporation	
21	Warren, Robert	Partner	Robert B. Warren Professional Corporation	
	Bromstein, Alan	Contract	Alan L. Bromstein Professional Corporation	Surrendered
	Mitchell, Ian	Partner	R. Ian Mitchell Professional Corporation	Resigned
	Townsend, Lyn	Contract	Lynda J. Townsend Professional Corporation	Not practicing anymore

APPENDIX C  
ACTIVE NON-LAWYER COUNSULTANTS OF THE FIRM AS OF MARCH 1, 2017  
(Excluding Patent & Trademark Agents)

Name of Firm: \_\_\_\_\_

**SECTION A**

<u>Professional Service Provided or Type of Profession</u>	<u># Person in Same Profession</u>	<u>Location (Province)</u>	<u>Client Contact</u>	<u>Advise Clients</u>	<u>Supervised by Lawyers</u>	<u>Underlying Insurance</u> <sup>/1</sup>	<u>% of Time Docketed</u> <sup>/2</sup>
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____

**SECTION B**

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

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$\_\_\_\_\_ per claim, \$\_\_\_\_\_ aggregate

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$\_\_\_\_\_ per claim, \$\_\_\_\_\_ aggregate

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

<sup>/2</sup> PLEASE COMPLETE THIS COLUMN ONLY FOR INDIVIDUALS WHO ARE NOT ACTING UNDER THE SUPERVISION OF A LAWYER AND FOR THAT PORTION OF TIME THE INDIVIDUAL IS NOT ACTING UNDER THE SUPERVISION OF A LAWYER.



ENCON Group Inc.  
500 - 1400 Blair Place  
Ottawa, Ontario K1J 9B8  
Telephone 613-786-2000  
Facsimile 613-786-2001  
Toll Free 800-267-6684  
www.encon.ca

# Policy

## Errors and Omissions Insurance for Associations

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POLICY NUMBER:	SRD479018	REPLACING POLICY:	SRD460707
CLIENT NUMBER:	332156	BROKER:	RDA INC.

### DECLARATIONS

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1. SPONSORING ENTITY: ONTARIO PROFESSIONAL PLANNERS INSTITUTE (OPPI)
  2. SPONSORING ENTITY'S Address: 201-234 EGLINTON AVE E  
TORONTO ON M4P 1K5
  3. Policy Period: from 01 January 2017 to 01 January 2018  
at 00:01 local time at the address  
shown above without tacit renewal
  4. Limits of Liability: \$ 5,000,000 per LOSS per member  
\$ 5,000,000 per policy period per member
  5. Deductible: \$ 0 per LOSS
  6. Premium: \$ 49 per member
- \* All amounts shown in Canadian dollars*
7. Retroactive Date: N/A
  8. These Declarations provide the INSURED with coverage under the policy wording ( AS35E-SRD-16-CAN/QUE ) which is attached hereto.
  9. Endorsements forming part of this policy at issuance: 1 to 9
  10. INSURERS:

Temple Insurance Company	25.0%
Aviva Insurance Company of Canada	25.0%
XL Reinsurance America Inc.	15.0%
Arch Insurance Canada Ltd.	15.0%
Everest Insurance Company of Canada	10.0%
Certain Underwriters at Lloyd's	10.0%

Under Agreement No. B0509FINPU1600029

It is agreed that the above INSURERS are binding themselves, severally and not jointly, each in its layer of coverage only, and each only for that amount determined by multiplying its percentage proportion of coverage by the amount of the LOSS.

The Lloyd's Underwriters shall be liable hereunder each for their own part and not one for another in proportion to the several sums that each of them has subscribed to the Agreement identified above. In any action to enforce their obligations, they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on them as if they had each been individually named as defendant. Service of such proceedings may validly be made upon ENCON.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of the subscribing INSURERS' insurance business in Canada.

INSURANCE MANAGER:            ENCON Group Inc.  
                                     500-1400 Blair Place  
                                     Ottawa, Ontario K1J 9B8

The INSURERS have duly authorized ENCON Group Inc. to execute and sign this policy of insurance.

Dated: 18 November 2016



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David G. Cook, President  
Authorized Representative

# Policy

## Errors and Omissions Insurance for Associations

This is a claims-made and reported policy. Please read the entire policy carefully.

Terms in capital letters have special meaning. Please refer to the definitions section of this policy (Part I).

### Part I – Definitions

As used in this policy, the following words or expressions shall mean:

#### 1. Bodily Injury

Bodily injury, physical injury, sickness, disease, mental anguish, mental suffering or shock, including death resulting from any of these at any time.

#### 2. Claim

Any written or oral allegations received by the INSURED resulting from an error, omission or negligent act in the rendering of INSURED SERVICES.

#### 3. Damages

Compensatory DAMAGES, including all pre-judgment and post-judgment interest.

#### 4. Fissionable Substance

Any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

#### 5. Insurance Manager

The insurance administrator under this policy, who is duly authorized to issue this policy as well as to issue and receive notices under this policy for and on behalf of the INSURERS, and whose name and address appear in the Declarations. The INSURANCE MANAGER is not a party to this contract of insurance.

#### 6. Insured

- (a) INSURED MEMBERS;
- (b) any present or former employee of the INSURED MEMBER while acting within the scope of their duties for the INSURED MEMBER.

#### 7. Insured Member

All members of the SPONSORING ENTITY, as mentioned in the Declarations who presently subscribe to this insurance contract.

#### 8. Insured Services

Those services as defined in Endorsement No. 1.

#### 9. Insurers

The insurance companies whose names appear in the Declarations. It is agreed that such INSURERS are binding themselves severally and not jointly, each in its own layer of coverage only, and each only for that amount determined by multiplying its percentage proportion of coverage by the amount of the LOSS.

#### 10. Loss

One or more CLAIMS resulting from the same or related error, omission or negligent act in the rendering of INSURED SERVICES, regardless of the number of suits, claimants or INSUREDS. Such CLAIMS will be considered first reported within the policy period in which the earliest CLAIM was reported and subject to that single limit of liability.

#### 11. Nuclear Energy Hazard

The radioactive, toxic, explosive or other hazardous properties of RADIOACTIVE MATERIAL.

#### 12. Nuclear Facility

- (a) Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium, uranium, or any one or more of them;
- (b) any equipment or device designed or used for:
  - (i) separating the isotopes of plutonium, thorium, uranium, or any one or more of them;



- (ii) processing or utilizing spent fuel; or
- (iii) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them, if at any time the total amount of such material in the custody of the INSURED at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste RADIOACTIVE MATERIAL.

The above includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

### 13. Pollution

Emission, release, discharge, dispersal, escape or disposal of smoke, gases, vapours, soot, fumes, acids, alkalis, toxic substances, waste materials, irritants, contaminants or pollutants into or upon land or any water of any description no matter where located or how contained, or into any drainage or sewage system, or into the atmosphere.

### 14. Radioactive Material

Uranium, thorium, plutonium, neptunium, their respective derivatives and other compounds, radioactive isotopes of other elements and any other substances that the Canadian Nuclear Safety Commission may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.

### 15. Sponsoring Entity

The SPONSORING ENTITY named in the Declarations.

## Part II – Insuring Agreements

### 1. General Agreements

In consideration of the premium indicated in the Declarations, and in reliance upon the attachments to and the statements made in the application form, and subject to the terms, conditions and limitations contained in this policy, the INSURERS agree:

- (a) to pay on behalf of the INSURED all sums which the INSURED shall become legally obligated to pay as DAMAGES because of a CLAIM first made and reported to the INSURANCE MANAGER during the policy period resulting from an error, omission or negligent act in the rendering of INSURED SERVICES by the INSURED;

- (i) during the policy period; or
- (ii) before the effective date of the initial policy issued and renewed without interruption by the INSURANCE MANAGER, but after the retroactive date (if one is shown in the Declarations), provided that on the effective date of this policy the INSURED did not know of the CLAIM or of the circumstance that could reasonably have given rise to the CLAIM;
- (b) to pay on behalf of the SPONSORING ENTITY all sums which the SPONSORING ENTITY shall become legally obligated to pay as DAMAGES because of its vicarious liability for the acts of the INSURED and provided a CLAIM and any action instituted in respect of the CLAIM is brought against the SPONSORING ENTITY and the INSURED.

This policy of insurance, subject to its terms, conditions and limitations, applies to CLAIMS first made against the INSURED and reported to the INSURANCE MANAGER during the policy period.

### 2. Defence and Other Payments

With respect to the insurance afforded by the General Agreements of Part II of this policy, the INSURERS further agree:

- (a) that they shall have the right and duty to defend the INSURED in any suit first brought against the INSURED before a court of civil jurisdiction in Canada or the United States of America;
- (b) to pay any premium payable under guarantee bonds required to release attachments and any premium payable on appeal bonds but without any obligation to apply for or furnish any such bonds;
- (c) to pay the reasonable and necessary legal, adjusting, investigating or expert expenses incurred for the defence of CLAIMS for which coverage is provided by this policy;
- (d) to pay costs taxed against the INSURED following a judgment by a court of civil jurisdiction;
- (e) to reimburse INSURED for the reasonable expenses incurred by the INSURED to assist in the investigation and defence of the CLAIM at the request of the INSURANCE MANAGER. Such expenses shall include the amount paid in salaries up to a total of five hundred dollars (\$500) per day, paid to INSURED who, in lieu of work, attend at discoveries, mediation, trial, coroner's inquest or human rights tribunal as part of the defence of a CLAIM;
- (f) the INSURERS shall have no duty to defend a CLAIM which arises from demands or proceedings first brought against the INSURED outside Canada or the United States of America.

Where it is the duty of the INSURED to defend, the INSURED shall not select defence counsel



without the INSURANCE MANAGER'S written consent, which shall not be unreasonably withheld. The INSURERS shall have the right and shall be given the opportunity to effectively associate with the INSURED in the investigation, defence and settlement of any CLAIM for which coverage is provided under this policy. The payment of sums provided for in Item 2 of Part II shall be on a current basis.

3. The payment of the sums provided for in Item 2 of Part II is to be considered an integral part of the applicable limit of liability of the INSURERS as it erodes the limit of liability.

4. The INSURERS' obligation to defend any CLAIM ends once the available limit of liability is exhausted.

5. **Territory**

This policy applies to CLAIMS which give rise to demands or proceedings against the INSURED anywhere in the world.

### Part III – Exclusions

The coverage afforded under this policy does not apply to:

1. **Asbestos Liability Bodily Injury**

CLAIMS for DAMAGES for BODILY INJURY which is actually or allegedly, in whole or in part, directly or indirectly, caused by, based upon or in any way involving asbestos or any material derived therefrom in whatever form or quantity.

This exclusion applies to such CLAIMS regardless of any other cause or event (whether insured or not) contributing concurrently or in any sequence to the occasioning of the BODILY INJURY.

2. **Bankruptcy/Insolvency**

CLAIMS resulting from the bankruptcy or insolvency of the INSURED MEMBER.

3. **Care, Custody and Control**

CLAIMS resulting from damage caused to property in the care, custody or control of the INSURED or property over which the INSURED is for any purpose exercising control.

4. **Deliberate, Dishonest or Fraudulent Acts**

CLAIMS resulting from deliberate, dishonest, criminal or fraudulent acts committed by the INSURED, unless it was done in order to protect persons or property, but this exclusion does not apply to any INSURED who is neither the author of nor an accomplice to the act.

5. **Economic Return**

CLAIMS resulting from representations, forecasts or estimates of profit, return on capital or economic return.

6. **Fines, Penalties**

CLAIMS resulting from any fines, penalties, punitive or exemplary damages.

7. **Insured vs. Insured**

CLAIMS initiated by one or more INSUREDS against any other INSURED.

8. **Liability of Others**

CLAIMS resulting from the liability of others assumed by the INSURED under a contract; however, this exclusion shall not apply to the INSURED'S legal liability for subconsultants contractually bound to the INSURED or for the INSURED'S liability for errors, omissions or negligent acts of the INSURED'S own employees.

9. **Libel and Slander**

CLAIMS resulting from DAMAGES resulting from:

- (a) oral or written publication of material, declaration or interview by the media that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- (b) oral or written publication of material that violates a person's right of privacy.

10. **Nuclear Energy**

CLAIMS:

- (a) resulting from any liability imposed by or arising under the Nuclear Liability Act; or
- (b) with respect to which an INSURED under this policy is also insured under a contract of nuclear energy liability insurance (whether the INSURED is named in such contract or not and whether or not it is legally enforceable by the INSURED) issued by the Nuclear Insurance Association of Canada or any other group or pool of insurers, or would be an INSURED under any such policy but for its termination upon exhaustion of its limit of liability; or
- (c) resulting directly or indirectly from the NUCLEAR ENERGY HAZARD arising from:
  - (i) the ownership, maintenance, operation or use of a NUCLEAR FACILITY by or on behalf of an INSURED;
  - (ii) the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any NUCLEAR FACILITY; and
  - (iii) the possession, consumption, use handling, disposal or transportation of FISSIONABLE SUBSTANCES, or of other RADIOACTIVE MATERIAL;

but this exclusion shall not be construed to apply in any commercial or medical radioactive isotopes.

#### 11. Other Activities

CLAIMS resulting from the legal liability of the INSURED arising from the operation of any business enterprise, other than INSURED SERVICES.

#### 12. Other Insurance

CLAIMS covered under another valid and collectible insurance policy. Any coverage provided by this policy shall be specifically excess of and shall not act in contribution with such other insurance policy.

#### 13. Pollution

CLAIMS arising out of or attributable to POLLUTION.

#### 14. Prior Knowledge

CLAIMS or circumstances, reported or not in the application, known to the INSURED before the effective date of the initial policy issued and renewed without interruption by the INSURANCE MANAGER to the INSURED.

#### 15. Related Entities

CLAIMS made against the INSURED, when such CLAIMS are made by another business:

- (a) owned totally or partially by an INSURED;
- (b) controlled or managed totally or partially by an INSURED;
- (c) which is directly or indirectly involved in any way in the ownership or management of an INSURED'S business; or
- (d) of which an INSURED is a partner, director, officer or employee.

This exclusion shall not apply where the interest held by such an entity in the INSURED, or interest held by the INSURED in such an entity, whether held as equity, ownership or voting rights, is less than or equal to ten per cent (10%).

#### 16. War Risk

CLAIMS resulting from DAMAGES caused directly or indirectly by war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection.

### Part IV –

#### Computation of Amounts Payable by the Insurers

##### Limit of Liability of the Insurers

Subject, when applicable, to the deductible as stated in the Declarations, the liability of the INSURERS under Part II – Insuring Agreements of this policy is limited, for each LOSS and per policy period, to the amounts as stated in the

Declarations. It is agreed that the INSURERS and the INSURED shall contribute equally towards DAMAGES until the INSURED has paid the deductible referred to in the Declarations.

### Part V – Conditions

#### 1. Action Against the Insurers

No action or legal proceedings may be initiated against the INSURERS unless the INSURED has fully complied with the requirements of this policy.

#### 2. Amendments

The terms of this policy may only be waived or changed by the INSURANCE MANAGER and then, only by written endorsement signed by the INSURANCE MANAGER. Such endorsement shall form a part of this policy.

#### 3. Assignment

Assignment of interest under this policy shall not bind the INSURERS until their consent is endorsed hereon; if, however, the INSURED MEMBER should be adjudged bankrupt, insolvent or incompetent or die within the policy period, this policy shall cover the INSURED MEMBER'S legal representative as INSURED MEMBER. The INSURED MEMBER agrees that any notice of any kind the INSURANCE MANAGER mails to the INSURED MEMBER at the INSURED MEMBER'S last known address shall constitute notice to the INSURED MEMBER'S legal representatives.

#### 4. Cancellation of Policy

- (a) The INSURED MEMBER may cancel its coverage by giving written notice to the INSURANCE MANAGER to this effect, indicating when thereafter the cancellation shall be effective. The INSURANCE MANAGER will reimburse the excess of premium paid by the INSURED MEMBER over and above the premium earned for the time on risk, the calculation being made in accordance with the customary short rate table and procedure.
- (b) The SPONSORING ENTITY may cancel the master policy by giving written notice to the INSURANCE MANAGER to this effect, indicating when thereafter the cancellation shall be effective. The INSURANCE MANAGER will reimburse the excess of premium paid by the INSURED MEMBERS over and above the premium earned for the time on risk, the calculation being made in accordance with the customary short rate table and procedure.
- (c) The INSURANCE MANAGER may cancel the INSURED MEMBER'S coverage by giving to the INSURED MEMBER written notice to this effect, either by registered mail or by delivering it by hand and the termination takes effect thirty (30) days after the date of the notice; in the event of non-payment of premium, the termination



takes effect fifteen (15) days after the date of the notice. The INSURANCE MANAGER shall reimburse this excess premium paid by the INSURED MEMBER over the earned premium for the time on risk, such calculation to be made on a pro rata basis.

- (d) The INSURANCE MANAGER may cancel the master policy by giving to the SPONSORING ENTITY written notice to this effect, either by registered mail or by delivering it by hand and the termination takes effect thirty (30) days after the date of the notice. The INSURANCE MANAGER shall reimburse this excess premium paid by the INSURED MEMBERS over the earned premium for the time on risk, such calculation to be made on a pro rata basis.

#### **5. Conformity to Statute**

The terms of this policy that are in conflict with the terms of any applicable laws construing this policy, including the Quebec Civil Code, are hereby amended to conform to such laws.

#### **6. Continuity**

In the event this policy replaces, without interruption, a prior policy issued by the INSURANCE MANAGER, any CLAIMS or circumstances that could reasonably give rise to a CLAIM of which the INSURED is aware and which the INSURED reports to the INSURANCE MANAGER shall be deemed to have been reported on the date the INSURED first became aware of such CLAIM or circumstances and will be insured subject to the terms, conditions and limits of liability of the policy in force on such date.

#### **7. Co-operation of the Insured**

The INSURED must co-operate with the INSURANCE MANAGER and, at the request of the INSURANCE MANAGER, assist to effect settlement, forward proceedings, attend hearings and trials, assist in securing and giving evidence and in obtaining the attendance of witnesses.

The INSURED shall not, without the INSURANCE MANAGER'S approval and except at the INSURED'S own cost, voluntarily make any payment, assume any obligation or incur any expense.

#### **8. Insured Member Represents All Insureds**

The INSURED MEMBER, INSURERS and INSURANCE MANAGER agree that the INSURED MEMBER represents all INSURED'S of the INSURED MEMBER under this policy.

#### **9. Notice of Claim**

This is a claims-made and reported policy. The INSURED shall, as soon as practicable after being made aware of a CLAIM for which coverage would be afforded by this policy, provide written notice with the full particulars thereof to the INSURANCE MANAGER, ENCON Group Inc., at the address indicated in the Declarations.

If during the policy period the INSURED becomes aware of a circumstance which could reasonably give rise to a CLAIM, the INSURED shall give written notice thereof to the INSURANCE MANAGER as soon as practicable and prior to the date of the termination of the policy. Any such CLAIM received by the INSURED resulting from such circumstances shall be treated as a CLAIM made during the policy period in which such notice was given.

If the effective date of termination of the policy is a Saturday, Sunday or Statutory Holiday, any CLAIM presented to the INSURANCE MANAGER on the business day immediately following the termination date, will be deemed to have been reported within the policy period.

Notwithstanding the aforementioned, any late notice or absence of notice is cause of forfeiture of the rights of the INSURED, if the INSURERS sustain injury therefrom.

#### **10. Right to Audit**

The INSURANCE MANAGER may, at any time, inspect the premises of the INSURED MEMBER. In relation to the object of this policy, the INSURANCE MANAGER may also examine the financial records and files of the INSURED MEMBER during the policy period and during the two (2) years which follow its expiry or cancellation provided that prior notice of forty-eight (48) hours is given to the INSURED MEMBER.

#### **11. Settlement and Contestation of Claims**

In the event of a CLAIM, the INSURANCE MANAGER will not settle the LOSS without first obtaining the written consent of the INSURED MEMBER.

However, if a settlement is rendered impossible by the sole refusal of the INSURED MEMBER, the latter must continue the defence at the INSURED MEMBER'S own expense and the liability of the INSURERS will then be limited to the amount for which the CLAIM could have been so settled together with expenses incurred under the present policy at the date of such refusal.

#### **12. Severability of Interests**

In the event that a CLAIM is made against more than one INSURED, it is agreed that the obligation of the INSURERS under this policy is the same as if separate policies had been issued to each. Notwithstanding the number of INSURED'S involved, the total amount payable hereunder on behalf of all INSURED'S shall not exceed the INSURERS' limit of liability stated in the Declarations.

#### **13. Subrogation**

In the event of any payment under this policy, the INSURERS shall be subrogated to all the INSURED'S rights of recovery therefore against any person or organization and the INSURED shall execute and deliver instruments and papers and do

whatever else is necessary to secure such rights. The INSURED shall do nothing to prejudice such rights.

**14. Suspension of Permit or Provisional Administration**

If the INSURED MEMBER has its permit or licence to practice suspended by virtue of the laws governing its practice, or if a provisional administration is imposed by governmental authority, notice must be given to the INSURANCE MANAGER within a period of not more than thirty (30) days from such suspension or provisional administration.



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www.encon.ca

# Endorsement

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Endorsement No.: 0001  
Standard Form: I-2EO  
Attached to and forming part  
of Policy Number: SRD479018

## Insured Services

It is agreed that Item 8 of Part I – Definitions is amended to read as follows:

### 8. Insured Services

Those services rendered by the INSURED, while acting within the scope of the INSURED'S duties as professional planners, as defined by the Ontario Professional Planners Act and customary to that practice.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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# Endorsement

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Endorsement No.: 0002  
Standard Form: I-6DEO  
Attached to and forming part  
of Policy Number: SRD479018

## Definition of Insured

It is agreed that Item 6 of Part I - Definitions is amended to read as follows:

### 6. Insured

- (a) All members of the SPONSORING ENTITY, as mentioned in the Declarations who presently subscribe to this insurance contract;
- (b) any present or former employee of the INSURED MEMBER while acting within the scope of their duties for the INSURED MEMBER;
- (c) each and every personal corporation of an INSURED MEMBER as defined under Item (a) above, but solely for CLAIMS arising out of an error, omission or negligent act in the rendering of INSURED SERVICES by the INSURED MEMBER as defined under Item (a) above;
- (d) all retired members who have left the profession, and who subscribed to this insurance policy.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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# Endorsement

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Endorsement No.: 0003  
Standard Form: D-4EO  
Attached to and forming part  
of Policy Number: SRD479018

## Disciplinary Action - Legal Expenses Coverage

It is agreed that the INSURERS agree to indemnify the INSURED MEMBER for LEGAL EXPENSES subject to a maximum of fifty thousand dollars (\$50,000) for the total of CLAIMS reported during the policy period, such expenses being reasonably incurred by the INSURED MEMBER while under investigation or when called upon to appear before a disciplinary committee formed by virtue of any provincial act or before any court called upon to adjudicate any infraction envisioned in the said act(s).

For the purpose of coverage provided by this endorsement, the following definition will apply:

### 16. Legal Expenses

All amounts payable by an INSURED to a lawyer for conferences, counselling, investigation preparation of documents and transcripts, and witness fees provided that such amounts are payable to the lawyer.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.





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# Endorsement

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Endorsement No.: 0004  
Standard Form: P-2AEO  
Attached to and forming part  
of Policy Number: SRD479018

## Penal Defence Reimbursement

It is agreed that the INSURERS will reimburse the INSURED MEMBER for legal costs, charges and expenses (excluding salaries or loss of income) incurred in defending the INSURED MEMBER for offences under the Criminal Code in respect of charges laid in Canada if the defence of such allegations proves to be "fully successful" and such allegations occurred during the course of the rendering of INSURED SERVICES of the INSURED MEMBER. For the purposes of this clause, "fully successful" means the withdrawal of charges, an acquittal or the return of a "not guilty" verdict.

It is further agreed that the maximum limit of liability of the INSURERS under the present endorsement shall be one hundred thousand dollars (\$100,000) per INSURED MEMBER per policy period.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.





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# Endorsement

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Endorsement No.: 0005  
Standard Form: BSRDTRAIL  
Attached to and forming part  
of Policy Number: SRD479018

## Loss of Earnings

It is hereby agreed that all reasonable expenses incurred by the INSURED at the request of the INSURERS or the INSURANCE MANAGER, to assist in the investigation or defence of the CLAIM or "action", including actual loss of earnings up to \$750 per day per INSURED MEMBER because of time off from work.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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# Endorsement

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Endorsement No.: 0006  
Standard Form: S-3EO  
Attached to and forming part  
of Policy Number: SRD479018

Students

It is agreed that coverage is extended to students providing INSURED SERVICES, provided direct supervision is given at all times.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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# Endorsement

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Endorsement No.: 0007  
Standard Form: E-13EEO  
Attached to and forming part  
of Policy Number: SRD479018

## Employment Practices Wrongful Act Liability

The purpose of this endorsement is to broaden the coverage provided by this policy.

It is agreed that, subject to a sublimit of \$100,000 per CLAIM and per policy period per INSURED MEMBER, this policy shall apply to CLAIMS for EMPLOYMENT PRACTICES WRONGFUL ACTS.

This sublimit is eroded by the payment of the sums provided for in Item 2 of Part II of this policy. Furthermore, this sublimit is included in the limit of liability of the INSURERS and does not increase the limit of liability of the INSURERS.

For the purposes of coverage provided by this endorsement, the following are added to Part I – Definitions:

Solely as used in the context of this endorsement, CLAIM means a written or oral allegation of an EMPLOYMENT PRACTICES WRONGFUL ACT advanced by an EMPLOYEE of the INSURED MEMBER.

EMPLOYMENT PRACTICES WRONGFUL ACT means any actual or alleged:

1. wrongful termination of employment;
2. discrimination or harassment of any EMPLOYEE of the INSURED MEMBER;
3. wrongful deprivation of career opportunity or failure to employ or promote;
4. wrongful discipline of EMPLOYEES;
5. negligent evaluation of EMPLOYEES;
6. employment-related misrepresentation;
7. employment-related defamation;
8. retaliatory treatment against any EMPLOYEE of the INSURED MEMBER on account of such EMPLOYEE'S exercise of his/her rights under law.

EMPLOYEE means former, present or future salaried, part-time, temporary and leased employees of the INSURED MEMBER, but does not include independent contractors. EMPLOYEE also means any applicant for employment with the INSURED

MEMBER.

#### Exclusions

The following additional exclusions shall apply to coverage provided by this endorsement:

- (a) this insurance does not apply to CLAIMS arising out of or attributable to any grievance brought pursuant to a collective agreement;
- (b) this insurance does not apply to contractual damages for any actual or alleged wrongful termination of an individual employment contract, but shall apply to CLAIM expenses for any actual or alleged wrongful termination of an individual employment contract;
- (c) this insurance does not apply to CLAIMS arising out of or attributable to any actual or alleged violation of the Fair Labor Standards Act (except the Equal Pay Act) or similar provisions of any federal, provincial, territorial, state or local law or regulation governing the payment of wages (including but not limited to the payment of overtime, on-call time, rest periods and minimum wages) or the classification of EMPLOYEES for the purpose of determining EMPLOYEE'S eligibility for compensation or other benefits.

This endorsement will be subject to a deductible of \$1,000 per CLAIM per INSURED MEMBER; moreover, such deductible shall apply to investigation, adjusting and legal defence expenses.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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# Endorsement

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Endorsement No.: 0008  
Standard Form: S-9CEO-1  
Attached to and forming part  
of Policy Number: SRD479018

## Cyber Security and Privacy Liability Extension

The purpose of this endorsement is to broaden the coverage provided by this policy to include CLAIMS for CYBER SECURITY AND PRIVACY LIABILITY associated with conduct of the business activity of the INSURED MEMBER.

It is agreed that, subject to a sublimit of \$100,000 per CLAIM and per policy period per INSURED MEMBER, this endorsement shall apply to CLAIMS for CYBER SECURITY AND PRIVACY LIABILITY.

This sublimit is eroded by the payment of the sums provided for in Item 2 of Part II - Insuring Agreements. Furthermore, this sublimit is included in and does not increase the limit of liability as stated in the Declarations. No deductible shall apply to this coverage.

For the purpose of this endorsement, CYBER SECURITY AND PRIVACY LIABILITY is defined as any actual or alleged:

- (a) SECURITY BREACH;
- (b) PRIVACY BREACH; or
- (c) DATA PERSONAL INJURY;

associated with the performance of INSURED SERVICES for others.

Also covered under this extension are REMEDIATION EXPENSES which relate to CYBER SECURITY AND PRIVACY LIABILITY and are defined as reasonable and necessary expenses for:

- (a) advertising or other media services;
- (b) broadcast, electronic, printed telecast or telephonic announcements, communications or notices;
- (c) credit monitoring services for a period not exceeding twelve (12) months from the date of the SECURITY BREACH or a PRIVACY BREACH; and
- (d) public relations services.



However, REMEDIATION EXPENSES does not include amounts or costs incurred by the INSURED MEMBER as a result of cyber-extortion. Cyber-extortion, in the context of this definition, means a demand for money or something else of value in exchange for not carrying out a threat to commit harm to computers or information systems.

For the purposes of coverage provided by this endorsement, the following definitions will apply:

1. Bodily Injury

Bodily injury, physical injury, sickness, disease, mental anguish, mental suffering or shock, including death resulting from any of these at any time.

2. Data

Representations of information or concepts in any form; however, DATA does not include representations of information in television, radio, films or theatrical releases.

3. Data Personal Injury

PERSONAL INJURY arising out of the distribution or display of DATA, by means of an Internet website, the Internet, an intranet, an extranet or similar device or system designed or intended for electronic communication of DATA.

4. Personal Injury

Injury, including consequential BODILY INJURY, arising out of one or more of the following:

- (a) false arrest, detention or imprisonment;
- (b) malicious prosecution;
- (c) the wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- (d) oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- (e) oral, written or electronic publication of material that violates a person's right of privacy.

5. Privacy Breach

Any computer-related unauthorized collection, use or disclosure of non-public personal information as established by law.

6. Security Breach

Any actual or alleged failure to prevent unauthorized access to or use of any computer, software, network or electronic information system, or the unauthorized introduction of a computer virus or similar program.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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# Endorsement

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Endorsement No.: 0009  
Standard Form: E-11CEO  
Attached to and forming part  
of Policy Number: SRD479018

## Extended Reporting Provision

The INSURERS or INSURANCE MANAGER may cancel the INSURED MEMBER'S coverage for reasons other than non-payment of premium or deductible or non-compliance with the terms and conditions of this policy, or upon its expiry refuse to renew this coverage, the INSURED MEMBER shall have the right within ten (10) days of the effective date of cancellation or non-renewal of this coverage, upon payment of an additional premium to be determined, to an extension of the coverage granted by this policy for CLAIMS made against the INSURED MEMBER during the period of one (1) year after the effective date of such cancellation or expiry, but only with respect to INSURED SERVICES rendered or alleged to have been rendered before the date of such cancellation or expiry.

If the Extended Reporting Period extension is purchased, the entire premium shall be deemed earned at its commencement without any obligation by the INSURERS to return any part thereof and it shall not in any way increase the limit of liability set forth in the Declarations. Any CLAIM that is first made and reported to the INSURERS during the Extended Reporting Period (if purchased) will be deemed to have been made on the last day of the policy period.

The acceptance by the INSURED MEMBER of the INSURERS' offer of new coverage relieves the INSURERS of any obligation it may have had to provide Extended Reporting Period coverage under this policy.

It is also agreed that this extension of coverage is only available on the condition that this policy remain in force with the INSURANCE MANAGER. The acceptance by the SPONSORING ENTITY or the INSURED MEMBER of a new policy with another INSURER relieves the INSURERS of any obligation stipulated under this endorsement.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



APPENDIX D  
"ASSOCIATED FIRMS" AND "UMBRELLA FIRMS"

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Name of Firm: \_\_\_\_\_

## APPENDIX E

### PROFESSIONAL SERVICES PROVIDED RELATING TO NON-CANADIAN LAW & PROFESSIONAL SERVICES PROVIDED IN THE U.S. & OUTSIDE OF CANADA

Name of Firm: \_\_\_\_\_

#### 1. Professional Services Provided by Canadian Lawyers Relating to Non-Canadian Law

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services relating to non-Canadian law (not including those which are incidental to the practice of Canadian law). Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time Relating to Non-Canadian Law

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

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

Name of Lawyer	Location of Office	% of Docketed Time in the U.S. Office

#### 3. Professional Services Provided by Offices Outside of Canada

Please provide the following information on all lawyers reported in Appendix B under the "Outside of Canada" column.

Location of Office	# of Lawyers Practise 100% Canadian Law	# of Lawyers Practise 100% Non-Canadian Law	# of Lawyers Practise both Canadian & Non-Canadian Law

#### 4. Other Insurance

For the exposures identified in Questions 1, 2 and 3 above, please provide details of specific insurance protection (e.g. coverage provided for a non-Canadian office or by a non-Canadian law society) as well as a copy of the policies.

Type of Exposure: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Period of Insurance: \_\_\_\_\_

Retroactive Date: \_\_\_\_\_

Limits: \$\_\_\_\_\_ per claim, \$\_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Period of Insurance: \_\_\_\_\_

Retroactive Date: \_\_\_\_\_

Limits: \$\_\_\_\_\_ per claim, \$\_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Period of Insurance: \_\_\_\_\_

Retroactive Date: \_\_\_\_\_

Limits: \$\_\_\_\_\_ per claim, \$\_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Period of Insurance: \_\_\_\_\_

Retroactive Date: \_\_\_\_\_

Limits: \$\_\_\_\_\_ per claim, \$\_\_\_\_\_ annual aggregate

Policy No <b>B1353DR1601031000</b>	<b>1353</b> <b>LNP</b>
<b>Market Reform Contract</b>	
Insured/Reinsured Weirfoulds LLP	
Period 15 July 2016 to 15 July 2017	
For LPSO use	
For IUA use	
For LIRMA use	



**RISK DETAILS**

**Unique Market Reference:** B1353DR1601031000

**Type:** Professional Liability Insurance

**Insured:** Weirfoulds LLP

**Insured's Address:** 4100-66 Wellington Street West  
P.O. Box 35  
TD Centre  
Toronto  
Ontario M5K 1B7  
Canada

**Period:** From: 15 July, 2016  
To: 15 July, 2017  
both days at 00:01 a.m. Local Standard Time at the mailing address of the Insured

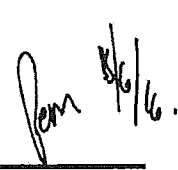
**Interest:** Professional Liability Insurance, as more fully described in the policy wording attached

**Sum Insured:** CAD450,000 each and every claim and in the aggregate, including costs, charges and expenses

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

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

- (1) Predecessors in Business: All predecessor firms
- (2) Excluding claims made by associated or subsidiary companies unless emanating from an independent third party, as attached
- (3) Excluding claims arising out of or relating to the practice of Canadian law, as attached. This insurance shall only respond to claims arising from the practice of non-Canadian law.
- (4) NMA 2852 – Contracts (Rights of Third Parties) Act 1999, as attached
- (5) LMA 5028 – Service of Suit Clause (Canada), as attached
- (6) LMA 3100 (amended for use in Canada) – Sanction Limitation and Exclusion Clause, as attached
- (7) RJW 038 – United States of America – Conditions Clause, as attached



**Notices:** LSW1542F - Lloyd's Underwriters' Policyholders' Complaint Protocol, as attached.  
LSW1543C - Notice Concerning Personal Information, as attached.  
LSW1565C - Code of Consumer Rights and Responsibilities, as attached.

**Choice of Law and  
Jurisdiction:**

This insurance will be governed by and interpreted pursuant to the laws of the Province of Ontario and the laws of Canada applicable therein, and any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of the Province of Ontario

**Premium:** CAD29,000

**Payment Terms:** As per Premium Payment Clause (LSW 3001 amended) attached – 60 days

**Taxes Payable by  
Insured and  
administered by  
Insurers:**

None

**Recording, Transmitting  
& Storing Information:**

Where Lloyd & Partners maintains risk and claim data / information / documents Lloyd & Partners may hold data / information / documents electronically

**Insurer Contract  
Documentation:**

This document details the contractual terms between the contracting parties, and constitutes the contractual document.

LMA5180 – Intention for AIF to Bind Clause, as attached.

This Contract has been arranged by Lloyd & Partners (a trading name of JLT Specialty Limited).

**Notice of  
Cancellation:**

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

- To the extent provided by the Contract, the Contract Leader is authorised to issue such notice on behalf of all participating (Re)insurers; and (optionally)

- Any (Re)insurer may issue such notice in respect of its own participation

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**PREMIUM PAYMENT CLAUSE**

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

30/09/08  
LSW3001 (amended)

*Pen 15/6/16.*

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**INFORMATION**

Information made available to and seen by all subscribing Insurers hereon includes the following:

- (1) Lawyers Professional Liability Insurance Application dated 31 May, 2016 and attachments thereto (19 pages in all)
- (2) E-mail dated 02 June, 2016 (19:33) from Robert Wilson of Hub International Ontario Limited (1 page)
- (3) E-mail dated 02 June, 2016 (20:40) from Robert Wilson of Hub International Ontario Limited (1 page)

*Rem 15/6/16*



**SECURITY DETAILS****(Re)insurer's Liability:****(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

**Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should read as a reference to contracts in the plural.

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LMA3333

**Order Hereon:**

100% of 100%

*Rem 15/6/16*

**Basis of Written Lines:** Percentage of Whole

**Signing Provisions:**

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the Insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the Insured and all Insurers whose lines are to be varied. The variation to the contracts will take effect only when all such Insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

**Written Lines:**


In a co-insurance placement, following insurers may, but are not obliged to, follow the premium charged by the Contract Leader.

Insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

*Rem 15/6/16*

SECURITY DETAILS

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**Pembroke**  **PEM 4000**

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T. A. B. H. GLOVER & OTHERS

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

SCHEDULE

**Item 1 POLICY NUMBER**

DR1601031

**Item 2 FIRM**

Weirfoulds LLP

**Item 3 PREDECESSORS IN BUSINESS**

All predecessor firms

**Item 4 ADDRESS OF THE FIRM**

4100-66 Wellington Street West  
P.O. Box 35  
TD Centre  
Toronto  
Ontario M5K 1B7  
Canada

**Item 5 PERIOD OF INSURANCE**

From: 15 July, 2016  
To: 15 July, 2017  
both days at 00:01 a.m. Local Standard Time at the mailing address of the Insured

**Item 6 EXPIRY DATE**

15 July, 2017

**Item 7 PREMIUM**

CAD29,000

**Item 8 SUM INSURED**

CAD450,000 each and every claim and in the aggregate,  
including costs, charges and expenses

*Per 15/6/16*

**Item 9    RETENTION**

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

**Item 10    DATE OF PROPOSAL**

31 May, 2016

**Item 11    INSURER**

Lloyd's Syndicate 4000

Rem 5/6/16.

THIS POLICY SUBJECT TO ITS TERMS, CONDITIONS, EXCLUSIONS AND LIMITATIONS IS APPLICABLE ONLY TO CLAIMS MADE AGAINST INSURED AS DESCRIBED HEREIN DURING THE PERIOD OF INSURANCE OF THE SAID POLICY.

### PROFESSIONAL LIABILITY POLICY

Whereas the FIRM (as defined in Clause II (1)) hereof has made to Us who have hereunto subscribed our names as Insurer a written proposal bearing the date stated in the Schedule and containing particulars and statements which it is hereby agreed are the basis of this contract and are to be considered as incorporated herein and have paid or have agreed to pay the sum stated in the said Schedule as consideration to Us:

#### I. COVERAGE:

The Insurer agrees to pay on behalf of the INSURED those sums that the INSURED becomes legally obligated to pay as the result of any claim made against the INSURED during the PERIOD OF INSURANCE by reason of any ACT (as hereinafter defined) whenever or wherever the same was or may have been committed or alleged to have been committed.

- A. By the INSURED or any other person or entity in or about the conduct of any business conducted by or on behalf of the FIRM in the FIRM'S professional capacity as Attorneys, Barristers, Solicitors, Counsellors at Law or Notaries, or however designated.
- B. By any INSURED acting in his/her professional capacity as Attorney, Barrister, Solicitor, Counsellor at Law or Notary or however designated (whether or not in the name of the FIRM) provided always that a portion of the fee for legal services (if a fee is charged) accruing from such work shall inure to the benefit of the FIRM. In extension and not in limitation of the foregoing, such work shall be deemed to include work as administrator, executor, trustee, guardian, arbitrator, committee for incompetent, agent to title insurance company and/or designated issuing attorney to title insurance company or other fiduciary, or similar agent or advisor provided always that in cases where no portion of the fee for legal services associated with such work inures to the benefit of the FIRM, a portion of the fee for non legal services (if a fee is charged) associated with such work shall inure to the benefit of the FIRM.

#### II. DEFINITIONS:

- 1. The term "the FIRM" shall mean the persons carrying on business under the name as stated in Item 2 of the Schedule herein and shall also include their predecessors in business as stated in Item 3 of the Schedule.
- 2. The term "INSURED" shall mean each of the following:
  - (a) The FIRM
  - (b) The partners of the FIRM and any other person or persons who may at any time and from time to time be a partner in the FIRM;

*Pen 15/16/16.*

- (c) Partners no longer in the FIRM and/or the estates of deceased partners who were partners in the FIRM at the time of the ACT;
  - (d) The FIRM'S EMPLOYEES as hereinafter defined (and/or estates of deceased EMPLOYEES) or former EMPLOYEES (and/or estates of deceased former EMPLOYEES), but only in respect of any ACT committed in the course of their employment by the FIRM in the conduct of the FIRM'S business, or as provided in Insurance Clause I (B);
  - (e) Persons designated "counsel" (and/or estates of deceased counsel) to the FIRM but only in their capacities as such, or as provided in Insuring Clause I (B);
  - (f) Former partners and EMPLOYEES in respect of services performed on behalf of the FIRM subsequent to retirement or other withdrawal from the FIRM.
- 3. The term "ACT" shall mean any act, error, or omission whether of acts, facts, law or otherwise or breach of contract or duty or libel or slander or any allegation thereof.
  - 4. The term "EXCLUDED ACT" shall mean any ACT committed by an individual INSURED for the consequences of which coverage does not extend to that INSURED under the terms, conditions, limitations and exclusions of this policy.
  - 5. The term "EMPLOYEE" shall include any person whom the FIRM wishes to be regarded as an employee for the purpose of this Policy, even if such person is not actually an employee.

### III. EXCLUSIONS:

This Policy excludes:

- 1. Any claim or circumstances in respect of which the INSURED, before the commencement of this Policy, have given written notice to the insurers on any other policy in force previous hereto;
- 2. Any claim other than those excluded by EXCLUSION 1 above, for which the INSUREDS are entitled to collect hereunder which is insured by any other policy or policies, except in respect of any excess beyond the amount or amounts of payments under such other policy or policies;
- 3. Any claim arising out of any INSURED acting in his/her capacity as director and/or officer;
- 4. Any claim alleging the fraud or dishonesty of any INSURED if a final judgment or other final adjudication thereof shall establish that active and deliberate fraud or dishonesty was committed by such INSURED with actual fraudulent or dishonest purpose and intent, and was material to the claim made. However, nothing contained in the foregoing shall exclude coverage to the FIRM, or to any other INSURED who was not so adjudged to have committed such EXCLUDED ACT as described above;

*Rem 5/6/16.*

5. Any claim for bodily injury to, or sickness, disease or death of any person, or injury to or destruction of any tangible property, arising out of ACTS of the INSURED.
6.
  - i. Any claim for fines, penalties, punitive or exemplary damages, imposed by a judgment or any other final adjudication. However, this exclusion shall not apply to costs, charges and expenses incurred in the defence of any claim otherwise covered by this Policy which also demands such fines, penalties, punitive or exemplary damages;
  - ii. Any award of treble or other multiple damages pursuant to any statute or law, except that the compensatory amount of such award, prior to being multiplied, shall be deemed covered if the ACTS giving rise to claim upon which such compensatory award is based are otherwise covered by this Policy. However, this exclusion shall not apply to costs, charges and expenses incurred in the defence of any claim otherwise covered by this policy solely by reason of the fact such claim demands treble or other multiple damages.
7. Any liability arising out of professional services rendered or which should have been rendered:
  - (a) in whole or in part by, in the name of or on behalf of an Association or
  - (b) in whole or in part by one or more of the member law firms of an Association other than the Insured

For the purposes of this Exclusion, an Association shall mean:

- (i) any association whose name or business style is held out to the public
- (ii) any international partnership, and
- (iii) any joint partnership

constituted by the Insured with one or more other law firms which are not insured under the policy for the purposes of rendering professional services, marketing professional services, client referrals and/or staff development and education.

8. NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT  
(BROAD)-CANADA

(For use with all Public Liability Policies except Personal, Farmers' and Storekeepers')

It is agreed that this Policy does not apply:

- (a) to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor

*Rem 15/6/16.*



- (b) to bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
  - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
  - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
  - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this policy:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, or law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
3. The term "nuclear facility" means:
  - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
  - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilising spent fuel, or (iii) handling, processing or packaging waste;

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(c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

4. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
5. With respect to property, loss of use of such property shall be deemed to be property damage.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

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NMA 1978a

#### 9 WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

*Rem 15/6/16*

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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NMA 2918

#### IV. CONDITIONS:

1. Limits:

The limit of liability of the Insurer shall not exceed the sum stated in the Schedule (herein referred to as the SUM INSURED) for all claims made against all INSUREDS during each period of insurance, including costs, charges and expenses incurred in connection with any claim, subject to the terms, conditions, exclusions and limitations of this Policy.

All claims arising out of the same ACT or related ACTS covered hereunder shall be considered a single claim.

2. Retention:

In respect of any claims covered hereunder, this Policy is only to pay the excess of the RETENTION stated in Item 9 of the Schedule, in respect of each and every claim including costs, charges and expenses. It is understood and agreed that if the INSUREDS are required by law or regulation to purchase separate insurance under a Compulsory Bar Program, this Policy, subject to its terms, conditions and limitations, shall pay excess of either:

1. The RETENTION stated in the Schedule

Or

2. The amounts of any recoveries under such separate insurance and/or any other applicable Law Society Program purchased either on a mandatory basis or at the Insured's discretion.

WHICHEVER IS GREATER

The amount of any recoveries under such separate insurance shall apply as though borne by the INSUREDS.

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3. Cancellation Clause and Extended Reporting Period:

This policy is non-cancelable during the Period of Insurance as stated in the Schedule except:

1. By mutual consent.
2. By the Insurer if:
  - (a) The Canadian Lawyers Liability Assurance Society (CLLAS) is dissolved; or
  - (b) The Insured Firm is dissolved or merges with a firm outside of the CLLAS program and discontinues the CLLAS underlying protection; or
  - (c) The INSURED has failed to pay a premium when due or has failed, after demand, to reimburse the Insurer such amounts as the Insurer had paid in settlement or satisfaction of claims or judgment in excess of the applicable limit of the Insurers' liability.

In the event of the above, this Policy may be cancelled by the Insurer by mailing a written notice of cancellation to the FIRM at the address shown in this Policy stating when not less than 30 (thirty) days thereafter such cancellation shall be effective. The mailing of notices as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance. Delivery of such written notice by the Insurer shall be equivalent to mailing.

3. If the Insurer cancels, the computed pro rata cancellation of the annual premium will be charged to the INSURED. If the Insurer shall refuse to renew this Policy, the INSURED shall have the right, in consideration of an additional premium equal to 150% of the annual premium for this policy to any extension of the cover granted by this Policy to apply, subject to its terms, conditions, exclusions and limitations, to Claims first made against the INSURED during the period of 12 calendar months after the expiry date but only when such Claim arises out of Professional Services rendered prior to the expiry date. To exercise this right the INSURED must give notice in writing (together with payment of the additional premium) not later than 30 days after the expiry date. In the event of failure by the INSURED to give such notice, the INSURED shall not at a later date be entitled to give such notice. The mailing of notice by the INSURED by registered mail to the Insurer shall be sufficient proof of notice. For the purpose of establishing the Limit of Liability under this extended reporting period, the period of 12 months referred to herein shall not in any way increase the Sum Insured of this Policy as stated in Item 8 of the Declarations, which limit shall apply to the Last Period of Insurance and the extended reporting period taken together.

Rem 5/1/16.

4. Partnership Dissolution Extension:

In the event of the dissolution of the FIRM hereunder during the Policy Period, the Insurer hereby agrees in consideration of the payment of an additional premium of 150% of the last annual premium paid for this Policy, to extend coverage granted by this Policy, subject to its terms, conditions, exclusions and limitations to any Claim first made against the FIRM during the period of 12 calendar months after the date of dissolution but only when such Claim arises out of Professional Services rendered prior to the date of dissolution. This right is conditional upon the FIRM giving notice in writing not later than 30 days after such date of dissolution (together with payment of the additional premium).

In the event of failure by the FIRM to give such notice prior to such date, the FIRM shall not at a later date be entitled to invoke this extension. The mailing by the FIRM by registered mail of notice to the Insurer shall be sufficient proof of notice. For the purposes of establishing the Insurer's Limit of Liability under this extended reporting period, the period of 12 months referred to herein shall not in any way increase the Limit of Liability of this Policy, which limit shall apply to the last applicable Period of Insurance and the extended reporting period taken together.

5. Arbitration:

In the event of any dispute between the INSURED and the Insurer respecting any matter arising from or in relation to this Policy, such dispute shall be referred to arbitration before a single arbitrator as mutually agreed upon by the INSURED and the Insurer. The INSURED and the Insurer further agree that the procedure to be followed in every arbitration under this condition shall be set and determined with the arbitrator appointed by the INSURED and the Insurer in accordance with the *Arbitration Act, 1991* (Ontario).

6. Claims Procedures:

A. The INSURED, as a condition precedent to their right to indemnity under this Policy, shall give the Insurer written notice of any claim made against any INSURED as soon as practicable, but in no event later than the end of the Period of Insurance.

B. If during the Period of Insurance, the INSURED becomes aware of a specific act, error or omission which is reasonably expected to be likely to give rise to a claim and the INSURED seek indemnity for such claim, then, as a condition precedent to their right to indemnity under this Policy, the INSURED must during the Period of Insurance give written notice to the Insurer of:

1. the specific act, error or omission of the relevant INSURED;
2. the reasons for anticipating the likelihood of a claim;
3. the identity of the potential claimant;
4. the amount of actual or potential damages; and

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5. how and when the INSURED first became aware of such specific act, error or omission.

If such details are provided in full then any claim subsequently made against the INSURED arising out of such specific act, error or omission, shall be deemed to have been made at the time such notice was received by the Insurer.

- C. The INSURED shall give notice under this clause to the Insurer (via the INSURED'S broker or other agent only) at the address specified in the Schedule. Notice shall be deemed reported on the date and at the time of receipt by the Insurer.
- D. The INSURED, as a condition precedent to their right to indemnity under this Policy, shall, at their own cost, co-operate with the Insurer and provide such assistance and information as the Insurer may reasonably request.
- E. The INSURED shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the INSURED because of acts, errors or omissions with respect to which insurance is afforded under this Policy; and the INSURED shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

7. Costs:

Insurers agree that they will pay costs, charges and expenses incurred in connection with the defense of any claims covered hereunder, subject to the following conditions:

- i. If the claim made against the INSUREDS is disposed of without payments, Insurers will pay all costs, charges and expenses in excess of the RETENTION but not exceeding the SUM INSURED;
- ii. The cost of any appeal, attachment or similar bonds required to be furnished in connection with the contest of any claims covered hereunder is included in the term "costs, charges and expenses", and the INSUREDS shall not be required to give security for such bonds.

8. Other Conditions:

- a. If the INSUREDS shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.
- b. Payments by the Insurer, if any, shall be made in Canadian Dollars.

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9. Subrogation:

Any individual INSURED who commits an EXCLUDED ACT shall cease to be an INSURED under this Policy for all purposes relating to the loss caused or alleged to have been caused thereby, and Insurers shall be entitled to have and to exercise all rights of subrogation against such individual as a third party. In the event that such individual is nonetheless deemed by law to remain an INSURED for these purposes, then coverage shall only extend under this policy in respect of the loss caused by the EXCLUDED ACT to the extent that such loss exceeds the value of the individual INSURED'S assets in the FIRM.

Per 12/6/16.



ATTACHING TO AND FORMING PART OF POLICY NUMBER: DR1601031

ISSUED TO: WEIRFOULDS LLP

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**ENDORSEMENT NUMBER: ONE**

**ADDITIONAL EXCLUSIONS**

Clause III. EXCLUSIONS is hereby amended by the addition of the following:

10. Any claim made by an associated or subsidiary company of the FIRM, unless such claim emanates from an independent third party;
11. Any claim arising out of or relating to the practice of Canadian law. This insurance shall only respond to claims arising from the practice of non-Canadian law.

Rem 15/6/16

ATTACHING TO AND FORMING PART OF POLICY NUMBER: DR1601031

ISSUED TO: WEIRFOULDS LLP

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**ENDORSEMENT NUMBER: TWO**

**CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION  
CLAUSE**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act

30/03/00  
NMA 2852

Per 15/6/16.

ATTACHING TO AND FORMING PART OF POLICY NUMBER: DR1601031

ISSUED TO: WEIRFOULDS LLP

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**ENDORSEMENT NUMBER: THREE**

**SERVICE OF SUIT CLAUSE (CANADA)**  
**(Action against Insurer)**

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 1540, Montreal, Quebec, H3B 2V6.

**LMA5028**

**10/08/06**

Form approved by Lloyd's Market Association

*Pen 15/6/16*

ATTACHING TO AND FORMING PART OF POLICY NUMBER: DR1601031

ISSUED TO: WEIRFOULDS LLP

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**ENDORSEMENT NUMBER: FOUR**

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. This clause will be effective except where it contravenes Canadian laws.

( LMA3100 (amended)

Rem 15/6/16.

ATTACHING TO AND FORMING PART OF POLICY NUMBER: DR1601031

ISSUED TO: WEIRFOULDS LLP

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**ENDORSEMENT NUMBER: FIVE**

**UNITED STATES OF AMERICA - CONDITIONS CLAUSE**

Any claim made or legal proceedings made within the United States of America and/or territories which come under the jurisdiction of the United States of America including the enforcement by courts of any other country of any judgement originally obtained in any court of the United States of America and/or territories which come under the jurisdiction of the United States of America shall be subject to the following conditions and exclusions:-

**Conditions**

- (i) The maximum amount payable in respect of all claims made under this policy shall not exceed in the aggregate the sum insured specified in the schedule.
- (ii) Any costs and expenses incurred during the investigation, defence and settlements shall be included with the annual aggregate limit and deductible as specified in the schedule.

**Exclusions**

This Policy shall not apply to:-

- (i) any punitive and/or exemplary damages awarded against the Insured
- (ii) Claims based upon the Employment Retirement Income Security Act of 1974 and any amendment thereto or any rules or regulations promulgated thereunder.
- (iii) Claims arising out of any actual or alleged violations of the Racketeer influenced and Corrupt Organisations Act 18 USC Sections 1961 et seq and any amendments thereto, or any rules and regulations promulgated hereunder.
- (iv) Claims arising out of actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act 1934 or any similar Federal or State law or any common law relating thereto.
- (v) Claims arising out of seepage, pollution and/or contamination howsoever caused.

RJW 038 (amended)

*Per 8/6/16.*

ATTACHING TO AND FORMING PART OF POLICY NUMBER: DR1601031

ISSUED TO: WEIRFOULDS LLP

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**ENDORSEMENT NUMBER: SIX**

**CHOICE OF LAW AND JURISDICTION**

This insurance will be governed by and interpreted pursuant to the laws of the Province of Ontario and the laws of Canada applicable therein, and any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of the Province of Ontario.

*Don 11/6/16.*

ATTACHING TO AND FORMING PART OF POLICY NUMBER: DR1601031

ISSUED TO: WEIRFOULDS LLP

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**ENDORSEMENT NUMBER: SEVEN**

**PREMIUM PAYMENT CLAUSE**

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

30/09/08  
LSW3001 (amended)

*Per 15/6/16.*



ATTACHING TO AND FORMING PART OF POLICY NUMBER: DR1601031

ISSUED TO: WEIRFOULDS LLP

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**ENDORSEMENT NUMBER: EIGHT**

**(RE)INSURERS LIABILITY CLAUSE**

**(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

**Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

*Ram* 15/6/16

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07  
LMA3333

km 15/06/16

**LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL**

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

**Lloyd's Underwriters**

Attention: Complaints Officer:

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937 - Fax: (514) 861-0470

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

**General Insurance OmbudService (GIO):** assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec clients:**

**Autorité des marchés financiers (AMF):** The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

**Financial Consumer Agency of Canada (FCAC)** provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

*Rem 15/05/16*

## NOTICE CONCERNING PERSONAL INFORMATION

### How we use your information

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information.

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

### What personal information we collect about you

We collect, process and store the following personal information about you:

- Name
- Address including postal code and country
- Policy number
- Claim number
- Credit card details
- Bank account details

We also collect information about you when you visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online Privacy & Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>.

We will not use your personal information for marketing purposes and we will not sell your personal information to other parties.

### Who we disclose your information to

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataires, and to certain non-related or unaffiliated organisations or companies, including service providers. These entities may be located outside Canada therefore a customer's information may be processed in a foreign jurisdiction (the United Kingdom and the European Union) and their information may be accessible to law enforcement and national security authorities of that jurisdiction.

### Disclosure without consent

The following are reasonable grounds to permit the disclosure of personal information without the knowledge or consent of a customer:

*Rem 15/10/16*

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next of kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction
- Witness statement necessary to assess, process or settle insurance claims
- Information produced in the course of employment and the disclosure is consistent with the purpose it was produced for

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

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

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

10/15  
LSW1543C

*Ben 15/16/16*

## CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

### **Right to Be Informed**

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

### **Responsibility to Ask Questions and Share Information**

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

*Ben 8/16/16*

### **Right to Complaint Resolution**

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

### **Responsibility to Resolve Disputes**

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

### **Right to Professional Service**

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

### **Right to Privacy**

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

10/12  
LSW1565C

Per 15/10/16



### INTENTION FOR AIF TO BIND CLAUSE

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

- a) This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;
- b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;
- c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

LMA5180

*Rem 15/06/16.*

APPENDIX F

SCHEDULE OF CLAIMS AND NOTICES AS OF DECEMBER 31, 2016

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Name of Firm: \_\_\_\_\_

Appendix F-1

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS) Open and Closed Claims Bordereau As At December 31, 2016 All Provinces															
WeirFoulds LLP															
CLLAS Claim Number	Lawyer Last Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	LS Paid Indemnity	LS Paid Legal	LS Current Reserve	LS Incurred Liability	CLLAS Paid Indemnity	CLLAS Paid Legal	CLLAS Indemnity	CLLAS Legal Reserve	CLLAS Incurred Liability
88-008	MATEJCEK	JOSEPH TOTHFALUSE	01-Jul-87	01-Mar-86	05-Apr-90		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
88-009	WOZENILEK	KATHY IMPIE	01-Jul-87	01-Jan-80	01-Dec-87	5	\$2,320	\$2,464	\$0	\$4,784	\$0	\$0	\$0	\$0	\$0
88-015	PERELL	KEHOE GROUP	01-Dec-87	01-Jun-80	01-Apr-88	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
88-048	MCKELLAR	BARTOR HOLDINGS	01-Jun-88	01-Mar-88	01-Mar-89	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-004	VANDOR	J & L SARTO	27-Jul-88	01-Nov-87	09-Jan-90		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-016	BAKER	SPIRA/GOLDEN SEVILLE	01-Feb-89	01-Jan-87	01-Aug-92	6	\$0	\$1,053	\$0	\$1,053	\$0	\$0	\$0	\$0	\$0
89-024	TANAKA	RADOM TRUST	01-Jan-89	01-Nov-88	09-Apr-90		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-031	MILLAR	MARY LIPTON	01-Apr-89	01-Nov-88	01-Sep-89	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-044	WOZENILEK	VULCAN PACKAGING	01-May-89	01-Dec-87	01-Dec-92	5	\$65,000	\$41,165	\$0	\$106,165	\$0	\$0	\$0	\$0	\$0
89-056	POULIN	N Y WOMEN'S SHELTER	01-Jun-89	01-Jun-89	01-Nov-89	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-082	WARREN	TRENTWAY - WAGER INC.	01-Jun-89	01-Jun-89	01-Sep-89	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-083	MITCHELL	WAYNE R. MACINNES	01-Jun-89	01-Oct-88	01-Oct-90	6	\$0	\$1,097	\$0	\$1,097	\$0	\$0	\$0	\$0	\$0
89-084	O'REILLY	ALDO LORENZETTI	01-Jun-89	01-Jun-88	31-Dec-93		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-085	MILNE	THEMER DEV.	01-Jun-89	01-Sep-88	17-Mar-94	6	\$0	\$2,671	\$0	\$2,671	\$0	\$0	\$0	\$0	\$0
89-086	D'ARCY	BRUCE STRONGMAN	01-Jun-89	01-Jun-89	01-Oct-89	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-005	BORSOOK	JEFFREY LIPSON	01-Jul-89	01-Jun-89	01-Jan-91	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-019	O'CONNOR	STEVENSON EQUIPMENT L	01-Dec-89	01-Nov-89	30-Jun-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-021	WEBB	567164 ONTARIO LTD	01-Nov-89	01-Oct-89	01-Oct-91	4	\$0	\$22,850	\$0	\$22,850	\$0	\$0	\$0	\$0	\$0
90-022	WILKINSON	ERESCO CONTRACTING LT	01-Dec-89	01-Dec-89	01-Dec-90	6	\$0	\$804	\$0	\$804	\$0	\$0	\$0	\$0	\$0
90-023	CLUTE	B. & E. SULLIVAN	01-Dec-89	01-Jul-89	15-May-90	6	\$0	\$479	\$0	\$479	\$0	\$0	\$0	\$0	\$0
90-024	BAKER	COASTER HOLDING&FINAN	01-Dec-89	01-Sep-89	15-Apr-89	6	\$0	\$910	\$0	\$910	\$0	\$0	\$0	\$0	\$0
90-035	HAMILTON	BUGLE CONSTRUCTION CO	06-Feb-90	15-Jan-89	01-May-91	6	\$0	\$2,274	\$0	\$2,274	\$0	\$0	\$0	\$0	\$0
90-054	WOZENILEK	T.L.C.PROPERTIES INCORP	01-Apr-90	15-Jun-89	01-Jan-91	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-056	DAIGLE	STEPHEN SURA (CANADA)	15-May-90	15-Feb-90	01-Sep-90	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

WeirFoulds LLP

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)  
Open and Closed Claims Bordereau  
As At December 31, 2016  
All Provinces

CLLAS Claim Number	Lawyer Last Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	LS Paid Indemnity	LS Paid Legal	LS Current Reserve	LS Incurred Liability	CLLAS Paid Indemnity	CLLAS Paid Legal	CLLAS Indemnity	CLLAS Legal Reserve	CLLAS Incurred Liability
90-057	SLEIGHTHOLM	HARRY De GORTER	15-Apr-90	15-Jan-89	01-Feb-91	6	\$0	\$375	\$0	\$375	\$0	\$0	\$0	\$0	\$0
90-058	SLEIGHTHOLM	MR.RAYMOND	15-May-90	15-Jan-89	03-Apr-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-062	SHAFFER	ROYAL TRUST CORPORATI	15-May-90	15-Mar-90	01-Apr-91	6	\$0	\$214	\$0	\$214	\$0	\$0	\$0	\$0	\$0
90-073	HYDE	THE WOODMAN GROUP INC	15-Apr-90	01-Jan-89	28-Sep-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-074	HYDE	THE WOODMAN GROUP INC	15-Apr-90	15-Sep-88	15-Apr-91	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-075	RICHARDS	CASIMIRO ANGELO MAIOCC	15-Apr-90	01-Jul-89	01-Aug-90	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-092	ARCHIBALD	CHRISTIAN BROWN	25-Jun-90	01-Mar-89	01-Apr-91	5	\$20,000	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0
91-003	BAKER	SEATECH/GOLIATH INVEST	31-Jul-90	31-Dec-86	29-Oct-02	6	\$0	\$41,751	\$0	\$41,751	\$0	\$0	\$0	\$0	\$0
91-014	HAMILTON	ROWNTREE BEACH ASSOCI	30-Sep-90	30-Jun-78	09-May-94	6	\$0	\$28,705	\$0	\$28,705	\$0	\$0	\$0	\$0	\$0
91-024	ROSS	KENNETH HAGGERTY	01-Oct-90	01-Nov-88	01-Sep-92	4	\$0	\$71,806	\$0	\$71,806	\$0	\$0	\$0	\$0	\$0
91-026	BELAICHE	ISSIE WEINBERG	01-Sep-90	01-Nov-89	01-Mar-91	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-027	ACKERLEY	TODDGLEN CONSTRUCTIO	01-Oct-90	01-Aug-90	01-Mar-93	3	\$0	\$36,642	\$0	\$36,642	\$0	\$0	\$0	\$0	\$0
91-044	SLEIGHTHOLM	DOUGLAS McLEOD	01-Dec-90	01-Oct-88	01-Mar-92	6	\$0	\$1,682	\$0	\$1,682	\$0	\$0	\$0	\$0	\$0
91-056	ACKERLEY	TODDGLEN CONSTRUCTIO	01-Oct-90	01-Aug-90	01-Mar-93	6	\$0	\$380	\$0	\$380	\$0	\$0	\$0	\$0	\$0
91-080	BAKER	HAROLD AND INGRID THEM	01-Mar-91	01-Jan-87	01-Feb-92	6	\$0	\$2,443	\$0	\$2,443	\$0	\$0	\$0	\$0	\$0
91-082	BORSOOK	RENO REALTY HOLDINGS LI	01-Mar-91	01-Mar-90	01-Jan-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-087	PREHOGAN	ASPECTX INDUSTRIES INC.	11-Apr-91	17-Aug-90	10-Jan-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-088	WILSON	RESTIC INVESTMENTS LIMI	09-May-91	01-Jan-90	01-Jul-91	6	\$0	\$428	\$0	\$428	\$0	\$0	\$0	\$0	\$0
91-114	O'CONNOR	E.G.M. CAPE AND COMPAN	14-May-91	01-Jan-91	01-Jun-92	6	\$0	\$450	\$0	\$450	\$0	\$0	\$0	\$0	\$0
91-129	ARCHIBALD	BEVERLEY GORDON - GOR	28-Jun-91	01-Jun-90	01-Dec-91	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-130	FINLAY	R.K. HESS - ESTATE OF PH	10-Oct-90	01-Aug-87	24-Jun-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-131	TANAKA	CITY OF MISSISSAUGA/ INS	21-Jun-91	03-Jun-91	01-Nov-91	6	\$0	\$671	\$0	\$671	\$0	\$0	\$0	\$0	\$0
92-001	FORMOSA	RONALD AND LESLIE OWTT	18-Jul-91	19-Mar-91	24-Aug-93	7	\$11,653	\$0	\$0	\$11,653	\$0	\$0	\$0	\$0	\$0
92-011	BORSOOK	PENSIONFUND REALTY LIMI	30-Sep-91	31-Jul-84	30-Jun-94	12	\$0	\$4,431	\$0	\$4,431	\$0	\$0	\$0	\$0	\$0

WeirFoulds LLP

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92-040	ROSENMAN	ERIC JOHNSON/PROVENDE	25-Oct-91		06-Nov-91	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-058	T.B.A.	TRITEN CORPORATION	01-Dec-91	01-Sep-90	01-Jun-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-063	BROWN	TRENTWAY WAGAR	02-Aug-91	01-Jul-90	01-Dec-91	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-064	MITCHELL	EL GATO INCORPORATED (	01-Dec-91	01-Apr-90	30-Jun-94	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-065	TITHECOTT	UNIROYAL GOODRICH CAN	13-Dec-91	01-Jan-89	30-Jun-93	6	\$0	\$3,244	\$0	\$3,244	\$0	\$0	\$0	\$0	\$0
92-072	RUST-D'EYE	CHILDREN'S AID SOCIETY O	01-Dec-91	13-Dec-91	11-Mar-94	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-075	KADY	BOYD NEIL	01-Feb-92	01-Aug-91	01-Jun-92	6	\$0	\$590	\$0	\$590	\$0	\$0	\$0	\$0	\$0
92-076	DOUGHERTY	IVO ANZVLOVIC	07-Feb-92	01-Jan-92	20-Sep-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-096	FREEDMAN	BILL GROBANOPOULOUS	24-Feb-92	24-Jan-92	31-Dec-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-097	CAPLAN	THE COMPLAX CORPORATI	01-Oct-91	23-Sep-91	01-Dec-92	5	\$0	\$1,348	\$0	\$1,348	\$0	\$0	\$0	\$0	\$0
92-112	HAMILTON	Euan and Joan Ferguson	31-Mar-92	01-Jan-88	01-Jun-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-134	WILKINSON	ERESCO CONTRACTING LT	07-May-92	01-Sep-90	01-Dec-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-135	BUHLMAN	FAB-REC STEEL LIMITED	01-Apr-92	01-Aug-89	03-Apr-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-136a	BAKER	MR. GESTETNER	31-May-92	31-Jan-88	31-May-96	6	\$0	\$21,129	\$0	\$22,493	\$0	\$0	\$0	\$0	\$0
92-136b	BAKER	WH100(LEADING EDGE ELE	31-May-92	31-Jan-88	31-May-96	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-136c	BAKER	AstroWave (1989)	31-May-92	31-Jan-88	31-May-96	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-154	COWAN	ALLIED CHEMICAL	12-Jun-92	01-Mar-86	01-Dec-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-175	WINGFIELD	MOHAMED PUNJANI/852152	30-Jun-92	31-Jan-92	25-Sep-98	6	\$0	\$3,586	\$0	\$5,432	\$0	\$0	\$0	\$0	\$0
92-176	O'CONNOR	MOD-AIRE HOMES LIMITED	30-Jun-92	01-Apr-89	20-Sep-93	6	\$0	\$4,552	\$0	\$4,552	\$0	\$0	\$0	\$0	\$0
92-177	FERGUSON	JAMES C. RATHGEBER	29-Jun-92	01-Aug-89	28-Feb-94	6	\$0	\$3,200	\$0	\$5,400	\$0	\$0	\$0	\$0	\$0
93-011	SMITH	TOMAS DEUTSCH	31-Oct-92	31-May-85	30-Jun-94	6	\$0	\$15,351	\$0	\$15,351	\$0	\$0	\$0	\$0	\$0
93-015	PREHOGAN	REGIONAL MUNICIPALITY O	29-Sep-92	29-Jul-92	01-Nov-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-021	SLEIGHTHOLM	ARTHUR MORRISSEY	05-Oct-92	16-May-89	30-Jun-93	6	\$0	\$360	\$0	\$360	\$0	\$0	\$0	\$0	\$0
93-027	D'ARCY	BRUCE STRONGMAN (BSH	31-Dec-92	31-Jan-88	30-Jun-94	6	\$0	\$0	\$0	\$1,765	\$0	\$0	\$0	\$0	\$0

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93-043	COWAN	HEN-SIEG HOLDINGS LTD./	30-Nov-92	31-Jan-92	05-Dec-97	6	\$0	\$0	\$0	\$2,137	\$0	\$0	\$0	\$0	\$0
93-052	CAMPBELL	CITY OF KITCHENER	31-Dec-92	30-Sep-92	10-Apr-95	6	\$0	\$4,391	\$0	\$4,391	\$0	\$0	\$0	\$0	\$0
93-056	FORMOSA	IPCF PROPERTIES INC.	01-Jan-93	01-Jan-92	01-Mar-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-065	SHELDRIK	Alexander Orr	21-Jan-93	20-Mar-90	28-Feb-93	6	\$0	\$2,843	\$0	\$2,843	\$0	\$0	\$0	\$0	\$0
93-066	DAIGLE	Nick Pinto/Plumbing and Heat	28-Feb-93	31-Jan-92	16-Mar-95	6	\$0	\$0	\$0	\$1,114	\$0	\$0	\$0	\$0	\$0
93-067	TARSHIS	Royal Trust Corp/O'Reilly	31-Jan-93	31-Jan-85	30-Sep-96	6	\$0	\$8,102	\$0	\$8,102	\$0	\$0	\$0	\$0	\$0
93-068	FERGUSON	Fort Villa Motor Inn Ltd.	15-Dec-92	30-Apr-91	13-Aug-01	5	\$175,000	\$127,630	\$0	\$302,630	\$0	\$0	\$0	\$0	\$0
93-071	BAKER	Richard Nelson/Pepper, Webe	31-Mar-93	31-Aug-88	19-Sep-95		\$0	\$3,698	\$0	\$3,698	\$0	\$0	\$0	\$0	\$0
93-094	ROSENMAN	P. RICHARDSON DEV. CO. L	30-Apr-93	30-Jun-83	05-Feb-96	6	\$0	\$3,793	\$0	\$3,793	\$0	\$0	\$0	\$0	\$0
93-107	HAMILTON	Ontario College of Certified So	01-May-93	28-Feb-92	02-Sep-94	9	\$5,000	\$4,768	\$0	\$9,768	\$0	\$0	\$0	\$0	\$0
93-123	TANAKA	Corp. of the Township of Charl	27-May-93	31-Jan-92	22-Sep-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-145	ACKERLEY	Linda Davies Real Estate Ltd.	31-May-93		30-Jun-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-146	FORMOSA	Adelaide Capital Corporation	30-Jun-93	01-Jun-93	30-Jun-94	6	\$0	\$9,067	\$0	\$9,712	\$0	\$0	\$0	\$0	\$0
93-147	McPHAIL	Reuter-Stokes Canada	30-Jun-93	01-Aug-90	14-Oct-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-148	LORD	Jonathan Vrozos and Ye Olde	25-Jun-93	31-Jan-92	07-Oct-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-011	BAKER	Astra Wave/Pepper Weber/SI	06-Aug-93	29-Jun-89	30-Jun-96	6	\$0	\$25,752	\$0	\$33,261	\$0	\$0	\$0	\$0	\$0
94-016	McQUAID	Lawgren Group Inc.	01-Sep-93	01-Jul-81	22-Jan-02	5	\$500,000	\$51,896	\$0	\$551,896	\$0	\$0	\$0	\$0	\$0
94-018	COWAN	Mod-Aire Homes Limited	31-Aug-93	01-Apr-92	21-Sep-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-042	ACKERLEY	Nugget Construction Company	29-Oct-93	01-Jan-93	14-Jul-97	6	\$0	\$0	\$0	\$1,641	\$0	\$0	\$0	\$0	\$0
94-049	HAMILTON	University of Guelph	12-Nov-93	01-Oct-90	31-Dec-94	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-057	DAIGLE	Matthews Group Ltd.	24-Nov-93	20-Nov-93	18-Jan-94	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-061	LORD	Woodbine Realty Ltd/651 Yon	08-Dec-93	01-Aug-86	04-Jun-96	6	\$0	\$1,123	\$0	\$1,123	\$0	\$0	\$0	\$0	\$0
94-070	METCALFE	Peter Langmuir	07-Feb-94	01-Oct-93	29-Jun-94	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-133	Tarshis	Adelaide Capital Corp.	19-May-94	01-Jun-93	28-Jun-94	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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94-147	Chute	Royal Bank	24-Jun-94	01-Jun-89	30-Jun-95	6	\$90,000	\$15,122	\$0	\$105,122	\$0	\$0	\$0	\$0	\$0
94-148	Chambers	Corewall Inc.	07-Jun-94	29-May-94	27-Sep-94	6	\$0	\$0	\$0	\$634	\$0	\$0	\$0	\$0	\$0
94-179	Archibald	Monica Gold (Monica Mintz E	20-Apr-94	01-Jun-93	05-Jul-94	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-004	Cowan	Dr. & Mrs. Kilty	11-Jul-94	01-Jun-85	18-Mar-96		\$0	\$4,307	\$0	\$4,307	\$0	\$0	\$0	\$0	\$0
95-013	McKellar	Ballard Estate	13-Sep-94	01-Apr-94	04-Oct-95	6	\$0	\$0	\$0	\$1,033	\$0	\$0	\$0	\$0	\$0
95-022	Chambers	All About Health	04-Oct-94	01-Jul-94	24-Feb-95	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-038	Dougherty	Linda Day-D'Amico	09-Aug-94	01-Jun-94	20-Mar-95	6	\$0	\$8,110	\$0	\$8,110	\$0	\$0	\$0	\$0	\$0
95-053	Rosenman	Allcross Enterprises Limited	29-Nov-94	01-Aug-94	31-Dec-94	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-054	Duffy	Riverdale United Non-Profit H	30-Nov-94	01-Sep-94	15-Mar-95	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-065	Rust-D'Eye	Clayton Brown	31-Oct-94	01-Jun-92	30-Jun-96	6	\$0	\$0	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0
95-083	Finlay	Glen Erikson	31-Jan-95	01-Jun-92	30-Nov-99	6	\$0	\$32,812	\$0	\$32,812	\$0	\$0	\$0	\$0	\$0
95-111	Baker	155251 Canada Ltd/151825 C	20-Apr-95	01-Jun-87	17-Sep-97	6	\$0	\$1,927	\$0	\$1,927	\$0	\$0	\$0	\$0	\$0
95-123	O'Connor	Phillip and Faye Marion Albert	08-May-95		12-May-95		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-146	Baker	Abela et al.	07-Apr-95	01-Jun-95	17-Apr-01	6	\$0	\$3,387	\$0	\$3,387	\$0	\$0	\$0	\$0	\$0
95-160	Kussner	Paul Currie and Mary Currie	27-Jun-95	07-Feb-95	06-Aug-97	6	\$0	\$14,928	\$0	\$14,928	\$0	\$0	\$0	\$0	\$0
96-009	Sleightholm	Donald Matthews	01-Aug-95	01-Dec-93	01-Apr-96		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-017	Dougherty	Corporation of the Township of	06-Oct-95	03-Oct-94	24-Nov-95	5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-018	Campbell	Darla Smallwood, Michael Sm	18-Sep-95	01-Jul-93	11-Oct-95		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-033	McLellan	Girl Guide Land Corporation	26-Oct-95	15-Mar-95	10-Nov-95		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-042	Sleightholm	Freure Homes Limited	18-Dec-95	28-Feb-94	30-Jun-96	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-058	Mitchell	Sisters of St. Joseph (union C	11-Mar-96	01-Dec-93	27-Nov-96	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-068	DAIGLE	Josephine Toteda	13-Feb-96	09-Mar-95	05-May-98	6	\$0	\$0	\$0	\$557	\$0	\$0	\$0	\$0	\$0
96-105	Lachcik	Canadian States Resources In	29-May-96	17-May-96	03-Apr-97	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-012	McAfee-Walla	Re/Max Rouge River Ltd.	23-Aug-96	07-Aug-96	08-Apr-97	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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97-025	McKellar	William O.S. Ballard/Estate of	27-Sep-96	20-Sep-91	22-Apr-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-031	Rosolak	Bayshore Resorts Owners Ass	16-Oct-96	15-Dec-89	30-Jul-07		\$100,000	\$47,557	\$0	\$147,557	\$0	\$0	\$0	\$0	\$0
97-036	Formosa	Keating Tours	13-Nov-96	15-Feb-96	30-May-97	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-037	Formosa	Society of Composers, Author	13-Nov-96	01-Aug-95	15-Jul-97	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-039	Lachcik's	Equisure Financial Network In	11-Dec-96	01-Oct-93	19-Feb-97	6	\$0	\$0	\$0	\$343	\$0	\$0	\$0	\$0	\$0
97-047	Kady	Grant and Heather McLeod	30-Dec-96	01-Nov-89	14-Apr-97	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-050	Millar	Millgate Financial Corp. Ltd.	22-Jan-97	30-Apr-96	30-Jun-06	6	\$0	\$3,986	\$0	\$3,986	\$0	\$0	\$0	\$0	\$0
97-053	Rosenman	The British Tourist Authority (B	24-Jan-97	28-Feb-95	03-Oct-97	6	\$0	\$0	\$0	\$552	\$0	\$0	\$0	\$0	\$0
97-105	Lachik	Equisure Financial Network (R	08-May-97	31-May-94	09-Nov-99	5	\$205,000	\$35,816	\$0	\$246,230	\$0	\$0	\$0	\$0	\$0
97-106	Morris	Trustee for Metro Life Ins. Co.	30-May-97	31-Oct-86	14-Jan-98	6	\$0	\$1,058	\$0	\$1,386	\$0	\$0	\$0	\$0	\$0
97-107	Dougherty	Social Assistance Review Boa	04-Jun-97	23-May-97	28-Aug-97	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-108	Campbell	Jack Greenberg	21-May-97	12-Jan-93	11-Dec-97	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-109	Campbell	Ernest Guiste	03-Jun-97	26-May-97	30-Jun-97	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-014	Conte	Philip Shilton	22-Sep-97	01-Jan-94	13-Jul-99	5	\$10,000	\$9,037	\$0	\$19,037	\$0	\$0	\$0	\$0	\$0
98-015	Baker	Richard D. Hunter et al	10-Sep-97	09-Jan-87	18-Jun-98	6	\$0	\$0	\$0	\$1,093	\$0	\$0	\$0	\$0	\$0
98-028	Ross	McClelland & Stewart Inc.	17-Oct-97	18-Jun-96	14-Dec-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-029	O'Donnell	Adam Coombes	14-Oct-97	09-Oct-97	25-Nov-97	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-040	Prehogan	Westmar Properties/Mark Silv	17-Nov-97	31-Mar-95	04-Jun-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-050	Prehogan	Westmar Properties/Adelaide	25-Nov-97	31-Mar-97	31-Dec-00		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-069	Baker	Pepper-Weber-ARG Forming/	06-Feb-98	01-Sep-88	15-Apr-96	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-070	Campbell	Mr. Don Innes	23-Feb-98	21-Dec-94	17-Aug-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-072	Clute	Catherine Grace Beauregard	14-Nov-97	23-Jun-93	14-May-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-079	Finlay	Lajbysz Altberg	27-Mar-98	02-Feb-96	30-Sep-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-124	Kroman	Act Safety Inc. re: Collins Safe	22-Jun-98	07-Apr-98	29-Jan-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



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99-002	Wozenliek	The WideCom Group Inc.	09-Jul-98	21-Dec-95	16-Jul-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-022	Ferguson	Robert Fejer/Cdn Allterrain Ve	17-Sep-98	04-May-98	30-Sep-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-023	Tanaka	Ministry of Transportation for	11-Sep-98	08-Apr-98	22-Feb-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-034	Tzekas	Louis Divitcos et al	20-Oct-98	01-Aug-94	08-Apr-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-035	Bissada	Delta Management Inc.	14-Oct-98	25-Sep-98	21-Oct-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-037	Anand	Wan-Xia Liao	26-Oct-98	01-Jan-98	07-May-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-056	O'Sullivan	Target Funds Ltd/North Georg	27-Nov-98	07-Oct-98	18-Feb-99	8	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-057	Baker	The Matthews Paxport Trust et	12-Aug-98	23-Apr-97	23-Jan-03	6	\$0	\$18,598	\$0	\$18,598	\$0	\$0	\$0	\$0	\$0
99-058	Menard	ISI International v. Scott & Ayl	02-Dec-98	02-Dec-96	31-Jul-02	6	\$0	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0
99-059	Goodman	Mary M. Andrews	10-Dec-98	02-Sep-98	22-Mar-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-075	O'Connor	Woodglen & Co. Ltd.	24-Dec-98	30-Jan-96	10-Sep-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-078	Caplan	Mie Yin Lau/1116336 Ontario I	20-Jan-99	01-Jan-98	29-Sep-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-086	Prehogan	Atta Faroon Hussain	23-Feb-99		31-Mar-99	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-087	Ferguson	Andrew Voura	04-Mar-99	01-Apr-88	12-Nov-99	6	\$0	\$0	\$0	\$48	\$0	\$0	\$0	\$0	\$0
99-088	O'Sullivan	Teleride/Sage Ltd et al	05-Mar-99	08-Jun-98	07-Dec-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-143	O'Sullivan	Teleridge/Sage Limited	05-Mar-99	09-Jun-98	07-Dec-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-144	Ferguson	Fawaz Frig/Nancy Watt	05-May-99	08-Dec-98	23-Jul-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-001	Buhlman	Dr. John Shewchun	06-Jul-99		22-Jun-99	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-002	Dougherty	Liquor Control Board of Ontari	08-Jul-99		06-Aug-99	5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-014	Ross	Bridge Information Systems C	24-Aug-99		03-Sep-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-019	McAfee Walla	Maggie Seni	08-Sep-99		15-Sep-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-026	Anand	Gauthier & Associates	24-Sep-99	03-Jun-99	30-Jun-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-031	Kroman	Cream & Sugar Foods Inc.	30-Sep-99	05-Jan-78	09-Dec-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-032	Wendling	United Canadian Malt Ltd.	19-Oct-99	01-Apr-87	27-Dec-00	6	\$0	\$0	\$0	\$1,788	\$0	\$0	\$0	\$0	\$0

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)**  
**Open and Closed Claims Bordereau**  
**As At December 31, 2016**  
**All Provinces**

**WeirFoulds LLP**

CLLAS Claim Number	Lawyer Last Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	LS Paid Indemnity	LS Paid Legal	LS Current Reserve	LS Incurred Liability	CLLAS Paid Indemnity	CLLAS Paid Legal	CLLAS Indemnity	CLLAS Legal Reserve	CLLAS Incurred Liability
2000-033	McQuaid	Nugget Construction	13-Dec-99	01-Aug-98	30-Jun-03	6	\$0	\$3,746	\$0	\$3,746	\$0	\$0	\$0	\$0	\$0
2000-063	Caplan	Saul Jonas	10-Dec-99	12-Dec-99	30-Jun-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-064	Statham	Mandica Trubic	22-Dec-99	21-Aug-98	22-Dec-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-070	Caplan	Janice Raven(Morris Orzeck)	20-Dec-99		31-Mar-03	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-082	McAfee-Walla	Lan Technologies Inc. (Gavin	11-Feb-00	01-Oct-99	24-Sep-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-083	Bissada	Lambert Grohmann Stolitizka	10-Feb-00	17-Dec-99	18-Feb-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-099	Bissada	Domain Knowledge Inc.	16-Mar-00	15-Sep-99	30-Jun-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-104	Rukavina	Lodge 644/Hamilton Croatian	12-Apr-00		21-Nov-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-113	Sharma	Socan v. Lulu's Entertainment	04-Apr-00	24-Mar-00	31-Jan-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-125	Borsook	Itochu Canada Inc.	10-May-00		02-Jun-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-148	Bissada	Canamex Communications Co	29-Jun-00	30-Sep-99	12-Sep-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-151	Stephenson	Frank Baker	27-Apr-00		30-Jun-00	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-152	Formosa	Premium Properties Ltd.	12-Jul-99	01-Jan-94	25-Mar-02		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-034	O'Sullivan	Teleride/Sage Limited	07-Nov-00		07-Dec-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-070	Lord	Municipality of Chatham-Kent	09-Jan-01	07-Nov-97	21-Nov-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-076	Snell	The Bank of Nova Scotia et al	02-Feb-01	01-Apr-98	30-Apr-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-095	Rosolak	Telerate Canada Inc.	14-Mar-01	05-Mar-01	23-Apr-01	6	\$0	\$4,593	\$0	\$4,593	\$0	\$0	\$0	\$0	\$0
2001-096	Morris	Tokheim & Gasboy of Canada	26-Feb-01	24-Nov-89	31-Aug-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-105	Tanaka	Ontario Racing Commission	19-Apr-01	02-Mar-01	01-May-02		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-128	Scott	David Globerman	08-May-01	23-Sep-97	30-Oct-01		\$0	\$483	\$0	\$483	\$0	\$0	\$0	\$0	\$0
2001-133	Rosolak	Teresa Marie Beemer Clemo	22-May-01	12-Aug-00	13-Sep-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-022	Millar	Premium Properties Limited	16-Aug-01	01-Apr-01	29-Aug-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-030	Stephenson	Elaine Hogan	23-Aug-01	26-Feb-01	29-Oct-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-047	Rosolak	Bruce and Jeanette Woodley	01-Oct-01	01-Mar-96	31-Oct-03	6	\$0	\$72,280	\$0	\$72,280	\$0	\$0	\$0	\$0	\$0

**WeirFoulds LLP**

Date Printed February 1, 2017

<div> <div> WeirFoulds LLP </div> <div> <b>CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)</b>  <b>Open and Closed Claims Bordereau</b>  <b>As At December 31, 2016</b>  <b>All Provinces</b> </div> </div>															
CLLAS Claim Number	Lawyer Last Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	LS Paid Indemnity	LS Paid Legal	LS Current Reserve	LS Incurred Liability	CLLAS Paid Indemnity	CLLAS Paid Legal	CLLAS Indemnity	CLLAS Legal Reserve	CLLAS Incurred Liability
<b>2003-195</b>	Egan	Allan Charles (Aspen Group R	13-May-03	14-Nov-02	17-Dec-14	5	\$323,624	\$335,395	\$0	\$659,019	\$0	\$0	\$0	\$0	\$0
<b>2003-218</b>	Archibald	Estate of Thomas W. Wood	18-Jun-03		26-Feb-04	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2004-029</b>	Hamilton	Woodley Estate (Charles Dev	30-Sep-03	22-Apr-93	06-Nov-03	6	\$0	\$667	\$0	\$667	\$0	\$0	\$0	\$0	\$0
<b>2004-067</b>	Tanaka	1343096 Ontario Limited	04-Dec-03	01-Dec-99	31-Mar-04	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2004-112</b>	Anand	Suzanne Bond	05-Feb-04	28-Jan-04	14-May-04	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2004-119</b>	Chaytor	2025955 Ontario Limited	17-Feb-04	01-Dec-03	18-Oct-04	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2004-136</b>	Formosa	Jayson Group	11-Mar-04		16-Feb-05	10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2004-150</b>	McLellan	Woodcliffe Corporation (Paul	27-Apr-04		10-Oct-06	6	\$0	\$1,695	\$0	\$1,695	\$0	\$0	\$0	\$0	\$0
<b>2004-158</b>	O'Connor	Paletta International Inc.	10-May-04		05-Nov-04	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2004-206</b>	Ross	Touchcom Technologies Inc.	29-Jun-04	01-Jan-04	31-Dec-04	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2005-002</b>	McQuaid	Box Grove Hill Dev. vs. M. Mid	15-Jul-04	08-Jul-04	10-Feb-05	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2005-008</b>	Kroman	Marvin Dryer	22-Jul-04	27-Feb-04	27-Sep-05	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2005-014</b>	Caplan	Karas aka George Karahalion	25-Aug-04	04-Oct-00			\$0	\$233,430	\$379,461	\$612,891	\$0	\$0	\$0	\$0	\$0
<b>2005-191</b>	Diana	Raylene Pileggi	24-May-05		27-Jul-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2005-236</b>	Duffy	Newton Powell	30-Jun-05		30-Jun-05	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2006-044</b>	Boniface	CA4IT	21-Nov-05		02-Dec-05	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2006-127</b>	Thompson	Sail Point Kingston Inc et al	27-Apr-06		24-May-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2006-144</b>	O'Sullivan	Reta Doyle	09-May-06	18-Nov-05	24-Dec-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2006-146</b>	Ferguson	Wella Canada Inc.	16-May-06	06-Dec-04	31-Oct-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2006-150</b>	Statham	Elizabeth Gail Andrus	16-May-06	18-Feb-02	01-Dec-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2007-028</b>	Brown	Oakville Investment Corporati	06-Oct-06	21-Mar-06	25-Oct-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2007-030</b>	Brown	Luxell Technologies Inc.	06-Oct-06	31-Aug-06	02-May-07	6	\$0	\$2,412	\$0	\$2,412	\$0	\$0	\$0	\$0	\$0
<b>2007-035</b>	O'Sullivan	Three Seasons Homes (Micha	13-Oct-06	31-May-00	27-Dec-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>2007-049</b>	Boniface	Vera and Michael Nicholson	17-Nov-06	15-Mar-06	24-Nov-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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**All Provinces**

WeirFoulds LLP

WeirFoulds LLP					CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS) Open and Closed Claims Bordereau As At December 31, 2016 All Provinces										
CLLAS Claim Number	Lawyer Last Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	LS Paid Indemnity	LS Paid Legal	LS Current Reserve	LS Incurred Liability	CLLAS Paid Indemnity	CLLAS Paid Legal	CLLAS Indemnity	CLLAS Legal Reserve	CLLAS Incurred Liability
2007-060	Tzekas	Pol-Can Bank Trust Beneficiar	21-Dec-06	03-Jun-02	11-Oct-07	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-104	Wilkinson	Pumpnickels Franchise Cor	23-Mar-07		29-Aug-07	6	\$0	\$7,468	\$0	\$7,468	\$0	\$0	\$0	\$0	\$0
2007-123	Dougherty	Social Benefits Tribunal	08-May-07		23-May-07	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-003	Finlay	Terena Shaw, Cabarete Holdi	06-Jul-07	01-May-07	31-Dec-08		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-005	Ferguson	St. Marys Cement Inc.	06-Jul-07	01-Jun-07	30-Jun-09	6	\$0	\$94	\$0	\$94	\$0	\$0	\$0	\$0	\$0
2008-007	Prehogan	Brian Mulroney (former Prime	30-Jul-07		27-Aug-07	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-008	Brown	Curtis McCone	20-Jul-07	30-Apr-06	31-Dec-08		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-009	Ackerley	Paul Marcaccio - non client	31-Jul-07	14-May-07	12-Jan-10	6	\$0	\$64,771	\$0	\$64,771	\$0	\$0	\$0	\$0	\$0
2008-033	Ferguson	St. Mary's Cement Inc (Bulk S	28-Sep-07	01-Oct-06	19-May-09	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-092	Foran	Canada Post Corporation	18-Jan-08	30-Dec-07	31-Dec-08		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-105	Kroman	World Class Developments an	08-Feb-08	28-Feb-07	14-Dec-09	6	\$0	\$10,780	\$0	\$10,780	\$0	\$0	\$0	\$0	\$0
2008-135	O'Connor	City of Vaughan and Consult e	09-May-08	15-Mar-07	31-Dec-13	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-182	Millar	Lakeridge Health Corporation	07-Jul-08	22-Jan-01	31-Dec-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-187	Campbell	Pilerio and Anna Maria Intraligi	30-Jun-08		15-Jul-08	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-190	Formosa	Karen Commandant	02-May-08	05-Nov-05	30-Jun-09		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-001	Archibald	Susan Rasmussen (nee Pett)	08-Jul-08		30-Sep-09		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-008	Kussner	Marilyn and Robert Spindler	01-Aug-08	29-Jul-08	26-Jul-11	5	\$27,500	\$15,323	\$0	\$42,823	\$0	\$0	\$0	\$0	\$0
2009-016	Rosenman	LPQ 47 Coldwater Road Inc.	15-Aug-08		13-Dec-08	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-028	O'Sullivan	Three Season's Homes Limite	24-Sep-08		30-Oct-08	15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-030	Wilkinson	The Enerconnect Limited Part	02-Oct-08	16-Nov-07	31-Dec-09	6	\$0	\$11,620	\$0	\$11,620	\$0	\$0	\$0	\$0	\$0
2009-066	McAfee Walla	Jasvinder Shoker and HGC/Th	08-Dec-08	15-Oct-08	30-Jun-09		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-075	Ferguson	City of Oshawa re Giffels Desi	23-Dec-08		16-Mar-09		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-086	Cowan	Masood Khan and Zeshan Kh	08-Dec-08		20-Jan-09		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-113	Brown	Royal Bank of Canada et al	17-Feb-09	05-Feb-09	16-Feb-12	5	\$531,436	\$121,813	\$0	\$653,249	\$0	\$0	\$0	\$0	\$0

WeirFoulds LLP

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2009-149	Brousseau	Oury Chemama	02-Jun-09	23-Apr-08	17-Dec-09	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-196	Patrick	Claus Munk and Ret and Rad	24-Dec-08	22-Jul-08	30-Jun-09		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-011	Filson	The SUM Group Inc et al	11-Sep-09	15-Aug-08	18-Sep-09	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-052	Ferguson	Futurecom Systems Inc., Stev	21-Oct-09		23-Dec-09	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-095	Wilkinson	Ontario Hockey Association	11-Jan-10	14-Dec-09	09-Mar-10	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-108	Brousseau	Sylvia Forletta	02-Feb-10	15-Jan-10	17-Feb-10	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-149	Chaytor	Toronto Digital Imaging	19-Apr-10	06-Jan-10	25-Nov-10	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-159	Rosenman	Gordon Edward Kaiser	11-May-10	16-Feb-10	19-May-10	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-192	Formosa	La Camera Mining Inc.	07-Jun-10		30-Jun-10		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-033	Finlay	Detroit International Bridge Co	21-Oct-10	07-Jun-07	13-Jun-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-101	Brown		02-Feb-11		31-Mar-11		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-104	Biro	William Malamas	09-Feb-11	25-Mar-95	31-Mar-14	4	\$0	\$6,805	\$0	\$6,805	\$0	\$0	\$0	\$0	\$0
2011-124	Turnham	Monique Amyotte	27-Jan-11	03-Aug-10	31-Aug-11	6	\$0	\$6,602	\$0	\$6,602	\$0	\$0	\$0	\$0	\$0
2011-181	O'Connor	Tender Choice Foods Inc.	04-Apr-11	31-Dec-07	29-Apr-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-005	McQuaid	Tim O'Connor	19-Jul-11		28-Jul-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-011	McKellar	Estate of Merry Gutterson	27-Jul-11		30-Sep-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-024	O'Connor	Enid Machin et al	12-Sep-11	04-Jun-11	10-Nov-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-027	Brown	Marina Papastathakis	19-Sep-11	01-Jan-01	26-Sep-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-052	Wozenilek	Croatian (Toronto) Credit Unio	23-Nov-11	23-Jan-02	02-Aug-16	6	\$0	\$17,732	\$0	\$17,732	\$0	\$0	\$0	\$0	\$0
2012-054	Foran	1497357 Ontario Inc. ("CCR")	21-Nov-11	10-Aug-09	14-Feb-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-056	Anand	Thomas Hannan	28-Nov-11	27-Sep-11	28-Feb-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-060	Prehogan	McFlow Capital Corp.	25-Nov-11	05-Oct-11	12-Dec-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-092	Biro	Germaine Gross	06-Oct-11	01-May-08	21-Nov-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-093	McAfee-Wallace	Margaret Mercer	22-Jul-11		30-Jun-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)**  
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2012-103	Formosa	The Sabre Group Marketing S	10-Feb-12		22-Feb-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-153	Formosa	City of Barrie	16-May-12	28-Mar-12			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-156	Prehogan	Dean Stark et al	15-May-12	16-Aug-11	22-Aug-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-160	Mullin	The Corporation of the Town o	29-May-12		07-Jun-12		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-161	Duffy	Brett Carachi and Kirk Carachi	07-Jun-12	14-Aug-05	25-Jun-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-035	Cowan	VHA Home Health Care	25-Oct-12		31-Oct-12	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-047	Borsook	RioCan Holdings Inc.	26-Nov-12	06-Jan-12	31-Dec-13	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-048	McGrath	Sarah Young	25-Sep-12	30-Apr-12	11-Feb-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-051	Prehogan	Project Services Inc.	29-Nov-12	31-May-12	31-Dec-13	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-053	Kroman	True North Apartment REIT	06-Dec-12		30-Sep-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-082	Prehogan	Reno-Depot Inc. et al	25-Jan-13	01-Jan-13	31-Dec-13	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-119	Doak	Iter8 / Someshwar et al	16-May-13	17-Jan-13	16-Apr-14	6	\$0	\$3,006	\$0	\$3,006	\$0	\$0	\$0	\$0	\$0
2014-030	Fairley	Resolute Management Inc.	17-Oct-13	04-Sep-13			\$0	\$3,487	\$16,513	\$20,000	\$0	\$0	\$0	\$0	\$0
2014-043	Glick	Mario Milano	26-Sep-13		30-Oct-13	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-087	Formosa	Briar Estates Limitd et al	27-Feb-14	10-Jun-09	15-May-15	12	\$0	\$15,603	\$0	\$15,603	\$0	\$0	\$0	\$0	\$0
2014-093	Glick	Harald Themer	11-Mar-14	04-Mar-14	07-Jul-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-103	Goldenberg	347154 Ontario Limited	04-Mar-14		30-Sep-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-122	Brown	Home Insulation Corporation (	13-May-14		27-May-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-154	Thompson	2000 Queen East Ltd.	30-Jun-14		10-Feb-16	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-155	Green	Alterna Savings and Credit Uni	30-Jun-14	05-Jun-14	30-Sep-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-003	Croome	Frank and Carlos Magno	14-Jul-14	07-Jul-14	17-Oct-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-007	Guy	Donald Jackson/David Rattee/	09-Jul-14	08-Feb-12	11-Aug-15	15	\$500,000	\$108,856	\$0	\$608,856	\$0	\$0	\$0	\$0	\$0
2015-019	Dougherty	Nalini Singh-Boutillier	08-Sep-14	24-Mar-14	16-Oct-15	6	\$0	\$19,122	\$0	\$19,122	\$0	\$0	\$0	\$0	\$0
2015-025	Foran	Advisor X/Jim Vella	02-Oct-14	08-Aug-14	06-Feb-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

WeirFoulds LLP		CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS) Open and Closed Claims Bordereau As At December 31, 2016 All Provinces													
CLLAS Claim Number	Lawyer Last Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	LS Paid Indemnity	LS Paid Legal	LS Current Reserve	LS Incurred Liability	CLLAS Paid Indemnity	CLLAS Paid Legal	CLLAS Indemnity	CLLAS Legal Reserve	CLLAS Incurred Liability
2015-026	Cowan	Rowntree Beach Association e	16-Apr-14		03-Oct-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-033	Formosa	HugoMark Services Inc.	06-Nov-14	30-Apr-14	05-Feb-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-037	Chaytor/Goldenbe	Vasilos Androutsos	13-Nov-14	31-May-12	05-Feb-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-068	Nugent	Elizabeth Grant Intl Inc	18-Dec-14	01-Oct-12	22-May-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-069	Engell	Premium Properties Limited	12-Jan-15	30-Dec-11			\$0	\$29,181	\$105,745	\$134,926	\$0	\$0	\$0	\$0	\$0
2015-092	Peglar	Meister Tool & Die Inc	19-Mar-15		23-Mar-15	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-001	Kempf	RioCan	08-Jul-15	01-Feb-15	15-Jul-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-003	Formosa	Sparekassen Faaborg	15-Jul-15		17-Sep-15	6	\$0	\$34	\$0	\$34	\$0	\$0	\$0	\$0	\$0
2016-012	Abela	Simone and Michelle Collier	14-Aug-15	30-May-15	15-Dec-15	5	\$0	\$23,701	\$0	\$23,701	\$0	\$0	\$0	\$0	\$0
2016-013	Lackie	2293334 ON et al.	13-Aug-15		27-Jan-17	6	\$0	\$0	\$10,000	\$10,000	\$0	\$0	\$0	\$0	\$0
2016-021	Book	Dino Astolfi	09-Sep-15	31-Aug-15	02-Nov-15	5	\$0	\$2,311	\$0	\$2,311	\$0	\$0	\$0	\$0	\$0
2016-022	Allen	Laura Fuller and Peter Smith	31-Aug-15	22-Jun-15	23-Sep-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-087	Brown	George Leslie Kemeny	21-Dec-15	01-May-14			\$0	\$0	\$10,000	\$10,000	\$0	\$0	\$0	\$0	\$0
2016-097	Swartz	Geoffrey Grist / Brook Restora	07-Mar-16				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-098	Ferguson	Strongman Investments (SIL) /	08-Mar-16	01-Dec-05			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-099	Doak	Katherine Van de Mark	04-Apr-16	06-Aug-13			\$0	\$0	\$13,250	\$13,250	\$0	\$0	\$0	\$0	\$0
2016-113	McLellan	Front Street Equities Limited	31-Mar-16	11-Mar-16	21-Jun-16	2	\$0	\$166,559	\$0	\$166,559	\$0	\$0	\$0	\$0	\$0
2016-128	Bogach	Walsh Construction / Bondfiel	20-Apr-16				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017-002	Thompson	RioCan	13-Jul-16	15-Feb-12			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017-008	Buhlman / Sumak	Aliz Systems Ltd. / Bob Hornic	26-Jul-16	12-Jul-16			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017-020	Ferguson	TELUS Communications Inc.	24-Aug-16	31-Jul-13			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017-046	Nugent	1659736 Ontario Ltd.	21-Oct-16		01-Dec-16	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017-056	Tzekas	Township of the Archipelago	16-Nov-16				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017-067	Bogach	Vivint Canada Inc.	08-Dec-16	01-Apr-16			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



CLLAS Claim Number	Lawyer Last Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	LS Paid Indemnity	LS Paid Legal	LS Current Reserve	LS Incurred Liability	CLLAS Paid Indemnity	CLLAS Paid Legal	CLLAS Indemnity	CLLAS Legal Reserve	CLLAS Incurred Liability
2017-076	Goldenbeg	Harald Themer	22-Dec-16	03-Dec-16			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS:							\$2,566,533	\$3,089,957	\$534,969	\$6,224,470	\$0	\$0	\$0	\$0	\$0



## APPENDIX G

### RISK MANAGEMENT POLICIES AND PROCEDURES

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Name of Firm: \_\_\_\_\_

Please provide a full description of the Firm's most current risk management policies and procedures or, if appropriate, an update to your response to Appendix G of last year's renewal application.

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### RISK MANAGEMENT POLICIES

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#### Conflicts of Interest

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Lawyers Doing Business with Clients and Outside Interests Policy**

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

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

17. The firm does not encourage its lawyers to have outside active business interests. However, it is recognized that some lawyers may have such interests. In the event any such interests do exist, it is expected that they will not require an appreciable amount of time or attention from the lawyer having the interest (the Interested Person).<sup>3</sup>

18. When legal advice is required by a business in which an Interested Person lawyer has a personal interest, that advice should never be provided in the firm's name by the Interested Person nor should that Interested Person render an account for legal services to that business. On the other hand, with appropriate disclosure, legal advice may be provided, for an appropriate fee, by other lawyers at the firm.<sup>4</sup>

19. Acceptance of elected or appointed office of a legislative or administrative nature presents a potential conflict of interest for the firm and for the elected or appointed person. Accordingly, no lawyer should seek elected office nor accept an appointed office of a legislative or an administrative nature without making full disclosure to the Management Committee beforehand and securing the approval of the Management Committee to the proposal.<sup>5</sup>

#### **Lawyers as Directors**

20. WeirFoulds LLP recognizes that partners and associates will often be required to accept directorships when requested by clients from time to time.<sup>6</sup>

21. However, before such acceptance, approval must be obtained from the Management Committee, who in turn will ensure that the firm's outside directorship insurance will cover the circumstances.<sup>7</sup>

22. The Management Committee should be advised of the full circumstances of the request, the business activities of the company, the level of director's insurance covered by the company, and the level of indemnity available from the company's shareholders. If the solicitor or his/her family has a personal financial interest in the company, the Management Committee should be informed.<sup>8</sup>

23. Any partner or associate, on becoming aware of a potential claim against the firm's outside director's insurance, must immediately follow the same procedures laid down with

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<sup>2</sup> Outside Interests Policy, Revised January 10, 1995, 0011110.01.

<sup>3</sup> Outside Interests Policy, Revised January 10, 1995, 0011110.01.

<sup>4</sup> Outside Interests Policy, Revised January 10, 1995, 0011110.01.

<sup>5</sup> Outside Interests Policy, Revised January 10, 1995, 0011110.01.

<sup>6</sup> Revised: January 10, 1995. See 0011021.01.

<sup>7</sup> Revised: January 10, 1995. See 0011021.01.

<sup>8</sup> Revised: January 10, 1995. See 0011021.01.

**APPENDIX H**  
**CYBER LIABILITY**

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Name of Firm: \_\_\_\_\_

**1. Personnel**

- a) Do you have a Chief Security Officer or Chief Information Security Officer or equivalent? ☐ yes ☐ no

If “no”, who within the Firm is responsible for the management of and compliance with the Firm’s Security Policies?

\_\_\_\_\_

- b) Do you have a Chief Privacy Officer or equivalent? ☐ yes ☐ no

If “no”, who within the Firm is responsible for the management of and compliance with the Firm’s Privacy Policies?

\_\_\_\_\_

**2. Protection**

- a) Do you use encryption tools to enhance the integrity and confidentiality of confidential information?  
☐ yes ☐ no

If you use encryption tools, in which scenarios is data encrypted? (Check all statements that you believe are applicable.)

- ☐ Data at rest  
☐ Data in transit  
☐ Data transferred to removable media (laptops, CD’s, backup tapes, USB devices, etc.)  
☐ None of the above

- b) Do you use and regularly update industry-standard antivirus software? ☐ yes ☐ no

- c) Do you install the latest software updates to reduce security vulnerabilities? ☐ yes ☐ no

- d) Do you require that passwords be a minimum length and contain alpha and numeric characters?  
☐ yes ☐ no

- e) Do you require that passwords be regularly updated? ☐ yes ☐ no

- f) Do you check to make sure that no spyware or adware resides on your computers? ☐ yes ☐ no

- g) Do you use and regularly update industry-standard firewall protection systems to prevent unauthorized access to internal networks and computer systems? ☐ yes ☐ no

- h) Is the data on your servers encrypted? ☐ yes ☐ no



- i) Is the data on your desktop and laptop computers encrypted? ☐ yes ☐ no
- j) Is the data on your mobile devices encrypted? ☐ yes ☐ no
- k) Have predesignated computer system/application access rights and privileges been set for all authorized users? ☐ yes ☐ no
- l) Is there hourly or daily automatic backup of documents and emails? ☐ yes ☐ no
- m) Is there hourly or daily automatic backup of your firm-wide tickler system and/or your lawyers' own personal tickler systems? ☐ yes ☐ no
- n) Are backups stored off-site at a secure location? ☐ yes ☐ no
- o) Do you use software that can be used to wipe laptops and mobile devices clean if they are misplaced or stolen? ☐ yes ☐ no
- p) Do you use software that can detect unauthorized transfers of personal information and unauthorized copying of files? ☐ yes ☐ no
- q) Do you use a metadata scrubber on documents that you transmit to clients or third parties such as opposing counsel? ☐ Most of the time ☐ Occasionally ☐ Never

### 3. Incident Response

Do you have a written network security incident response plan? ☐ yes ☐ no

If "yes":

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

### 4. Policies

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

APPENDIX I

2017 PROFESSIONAL LIABILITY INSURANCE APPLICATION AND  
EXEMPTION FORM SUBMITTED TO LAWPRO

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Name of Firm: \_\_\_\_\_

## Appendix I-1

**Kirsten Paul-McDonald**

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**From:** LAWPRO Website <service@LAWPRO.ca>  
**Sent:** Wednesday, November 02, 2016 3:58 PM  
**To:** Kirsten Paul-McDonald  
**Subject:** 2017 Firm Renewal Application for Professional Liability Insurance

2017 Firm Renewal Application for Professional Liability Insurance

2017 Firm Filing completed on: 2016-11-02 3:57:33 PM

Name of LAW FIRM: WEIRFOULDS LLP  
Your Firm Account number: A063580

Your Confirmation No.: P2093317

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## Online 2017 Firm Filing Review

Submit Date: 02 NOV 2016

A063580

### General LAW FIRM Information

#### 1. Firm Information

**Name of LAW FIRM:** WEIRFOULDS LLP  
**Address:** #4100 - 66 WELLINGTON ST WEST  
 PO BOX 35, TD BANK TOWER  
 TORONTO ON M5K 1B7  
**Phone Number:** 416-365-1110  
**Fax Number:** 416-365-1876  
**E-mail address:**  
**Firm Website(s):** www.weirfoulds.com

**Managing Partner/LAWYER:** A041049C MICHAEL JAMES STATHAM  
**Office Admin/Manager:** ?????? RETA COBURN  
**Claims Contact:** A046741T MICHAEL ROBERT SWARTZ  
**CPD Contact:** ?????? ALEXANDRA OVERCHUK  
**Nature of Law Practice:** Partnership - LLP

#### 2. Contact name and title

Indicate the preferred firm contact for insurance matters.

**Name:** Reta Coburn  
**Title:** COO

#### 3. Number of PARALEGAL PARTNER(S) OR SHAREHOLDER(S) (if applicable) and LAWYERS in LAW FIRM in Ontario

Indicate the current number of PARALEGAL PARTNER(S) OR SHAREHOLDER(S) (if applicable) and LAWYERS in the LAW FIRM in Ontario.

98

#### 4. Number of staff in LAW FIRM in Ontario who are not LAWYERS

Indicate the current number of staff in the LAW FIRM in Ontario who are not LAWYERS. Include all staff who provide law-related services who are directly or indirectly employed, whether through management, other companies or otherwise, by the LAW FIRM or by any of the LAWYERS in the LAW FIRM or any spouse including those EMPLOYEES who are casual or part-time EMPLOYEES. Independent contractors such as bookkeepers, PARALEGALS, researchers, etc. who are not EMPLOYEES of the LAW FIRM should not be included.

129

#### 5. Excess liability insurance

**Your excess insurers include:** CLLAS

Canadian Lawyers' Liability Assurance Society

**Liability limits:**

(per CLAIM/aggregate in excess of LAWPRO POLICY limits)

\$ 110 Million per CLAIM

\$ 110 Million aggregate

#### 6. Volume Billings

Indicate the Average Gross Billings per LAWYER in the LAW FIRM.

**Average Gross Billings:**

AV14 - Average over \$500,000

#### LAW FIRM'S Coverage Options

**7. DEDUCTIBLE Option**

\$25,000 Expenses & Damages Deductible

**8. Innocent Party Sublimit Coverage**

250k

**9. Restricted Area of Practice Option: Criminal and/or Immigration Law**

NO

**10. Real Estate Practice Coverage Option**

YES

Number of LAWYERS who have REAL ESTATE practice option: 34

#### LAW FIRM'S Premium Payment Options

**11. Third party payor authorization**

Please indicate here if you are going to pay using credit card or bank account information belonging to a third party.

NO

**12. Instalment Option**

CASH

LUMP SUM

**13. Credit Card Payment Information**

Type:

Number:

Expiry:

Name:

**14. Pre-authorized Bank Payment Information**

Institution:

Transit:

Account No:

Account Name:

## 15. Premium Payment Declaration

The Undersigned LAWYER authorizes LAWPRO to charge against the designated credit card or withdraw from the account and financial institution indicated on the account information provided, the appropriate insurance premium (including taxes), based on the payment option indicated above. The Undersigned LAWYER understands that LAWPRO does not charge for this service (but the designated financial institution or credit card company may).

The Undersigned LAWYER warrants that the credit card or bank account information provided is not that of a third party, other than that of another LAWYER of the LAW FIRM, or the LAW FIRM itself, (or a management or other company of the LAW FIRM), except where currently authorized by that same third party.

The Undersigned LAWYER agrees that this authorization will apply for 2017 and all future policy years, without further authorization, so long as the LAWYER so elects. If any changes are to be made to the payment information or payment option, the LAWYER agrees to notify LAWPRO of such changes, in writing, at least ten (10) days prior to any payment date.

The Undersigned LAWYER has read and understands all of the terms and conditions below.

### Terms & Conditions

1. The Undersigned LAWYER certifies that the information provided in the authorization is correct.
2. The Undersigned LAWYER certifies that the bank account or credit card is in good standing, with sufficient funds to cover the payments as they become due.
3. All payments will be drawn on Canadian financial institutions only, and will be withdrawn in Canadian funds.

☐ Please check this box to evidence your signature for the Declaration above.

16. ☐ I prefer to mail/fax my Premium Payment Information and will forward , by mail or fax, a completed Premium Payment Authorization form.

17. ☐ I prefer to receive our LAW FIRM's 2017 Insurance Premium Invoice by mail

Your firm's 2017 insurance premium invoice will be available in electronic form from this Web site after the application is processed. A notice will be emailed to the following email address contacts in your firm when your invoice and policy documentation are available to view and download. If the email addresses for any of the following contacts are incorrect or not provided, please update your firm contact information by clicking "Address Changes" AFTER you submit this application and receive your filing confirmation number.

LAW FIRM Managing Partner/LAWYER: mstatham@weirfoulds.com  
LAW FIRM Office Admin/Mg: rcoburn@weirfoulds.com  
LAW FIRM CPD Contact: aoverchuk@weirfoulds.com  
LAW FIRM CLAIMS Contact: mswartz@weirfoulds.com  
Filer (as indicated in question 19): kpaul-mcdonald@weirfoulds.com

18. Other than CLAIM(S) and POTENTIAL CLAIM(S) of which LAWPRO has been notified under the Law Society of Upper Canada program, is any present member or employee of the LAW FIRM aware of any CLAIM(S) or POTENTIAL CLAIM(S) that has (have) been or may be made against the LAW FIRM or against any other on whose behalf this Application is submitted?  
NO

## 19. Name, Phone, and E-mail

Name: Kirsten Paul-McDonald  
Phone: 416-365-1110  
E-mail: kpaul-mcdonald@weirfoulds.com

#### **Firm Summary Warranty & Signature**

This Declaration shall constitute and form part of the 2017 Application Form for LAWPRO Professional Liability Insurance filed on behalf of each LAWYER in the Law Firm listed in the Member List.

It is understood, warranted and acknowledged that the undersigned LAWYER is authorized to act as agent for the purposes of this insurance on behalf of each of the LAWYERS. The LAWYERS each warrant and acknowledge that the information provided with this Application Form:

- is true, accurate and complete, or where estimates are required, that such estimates are reasonable;
- will be relied upon by LAWPRO in assessing risk, in offering any terms of insurance and in issuing any policy of insurance;
- will be the basis of and form part of any resulting policy of insurance; and
- the options selected on this form are requested to apply for 2017.

LAWYERS not currently carrying LAWPRO professional liability insurance coverage each acknowledge having read the LAWPRO Personal Information Statement for Ontario LAWYERS and PARALEGALS (LICENSEES) (which forms part of this Application Form). The LAWYERS consent to the collection, use and disclosure of personal information in any optional program(s) for which the LAWYERS choose to apply or are to be named as an INSURED/s in, now or in future policy years, in accordance with that Statement.

The LAWYERS each acknowledge his/her own on-going duty, through to the date of policy inception, to advise LAWPRO in writing of any material changes with respect to their practice circumstances.



**Please check this box to evidence your signature for the Warranty & Signature Declaration above.**



No.	LSUC #	Last Name	First Name	Years in Practice	Part-Time?	Real Estate?
1	45809A	ABELA	CAROLINE ELLEN ANNMARIE	15	Full Time	No
2	29360B	ACKERLEY	GLENN WILLIAM	26	Full Time	Yes
3	44485K	ADRIANO	SYLVIA PATRICIA	16	Full Time	Yes
4	63540R	ALLEN	MACDONALD RICHARD IRWIN	3	Full Time	No
5	19763L	ANAND	RAJ	37	Full Time	No
6	55522H	AREZES	RICHARD JAMES COELHO	8	Full Time	Yes
7	36986R	ASTOLFO	SANDRA DARLA	21	Full Time	Yes
8	55153P	BACK	JENNIE SONG	8	Full Time	No
9	48116H	BAKER	DENISE CLARE	13	Full Time	Yes
10	68660I	BASSETT	CARLEIGH RITA MARIE	1	Full Time	No
11	55461K	BOGACH	FAREN HILLARY	6	Full Time	Yes
12	70232D	BORITZ	LIA ZWIG	0	Full Time	No
13	21583H	BORSOCK	LISA ANN	35	Full Time	Yes
14	15880D	BROMSTEIN	ALAN MARTIN LAUREN	41	Full Time	No
15	29399Q	BROWN	DAVID SPENCER	28	Full Time	No
16	61421U	BROWN	GRAHAM RICHARD	4	Full Time	Yes
17	20868F	BUHMAN	JOHN MARTIN	36	Full Time	No
18	32167P	BURNS	CLARE ELIZABETH	26	Full Time	No
19	42816B	CHAYTOR	KRISTA RUTH	17	Full Time	No
20	60391A	CHIESA	NADIA SARAH	5	Full Time	No
21	25286A	CLUTE	ALISTAIR KENNETH	32	Full Time	Yes
22	61817I	CONNELL	MICHAEL	4	Full Time	No
23	17728Q	GOWAN	JEFFREY GORDON	39	Full Time	Yes
24	53976E	DOAK	STEPHEN BLAIR	9	Full Time	No
25	50371F	DOLPHIN	MICHAEL DONALD	11	Full Time	No
26	50255H	DOOLEY	CONOR JOSEPH	7	Full Time	No
27	26159E	DOUGHERTY	MARGARET JILL	31	Full Time	Yes
28	23576N	DUFFY	LORI MAUREEN	33	Full Time	Yes
29	31033C	EGAN	WAYNE THOMAS	27	Full Time	No
30	68720C	EISENBERG	ROBERT ALEX	1	Full Time	Yes
31	29463C	ENGELL	BRUCE HERBERT	28	Full Time	Yes
32	23594J	FERGUSON	DANIEL PETER	33	Full Time	No
33	41671C	FILSON	RYAN MICHAEL	16	Full Time	No
34	11505B	FINLAY	CHARLES MCBRYAN	48	Full Time	No
35	65500B	FLARITY	ASLING JANE	2	Full Time	No
36	31047D	FORAN	SEAN GERRARD	27	Full Time	Yes
37	20777V	FORMOSA	ALBERT GERRARD	31	Full Time	No
38	40665A	FRANKLIN	JOHANNF	16	Full Time	No
39	54274B	GLICK	JORDAN SHAUN	9	Full Time	No
40	50776O	IATROU	NIKI FOROS	11	Full Time	No
41	62235G	KFILOWAN	CHRISTINE	4	Full Time	No
42	45088V	KHAN	ABDUL BASIT	16	Full Time	No
43	65953L	KINKARTZ	PARAJULIE	1	Full Time	No
44	24111P	KROMAN	RALPH HARRY	33	Full Time	No
45	32319R	KUSSNER	BARNET HARRY	26	Full Time	Yes
46	47185E	LA NEVE	BIANCA VICTORIA	14	Full Time	No
47	58334N	LACKIE	LAUREN ELIZABETH	7	Full Time	No
48	35338U	LAMEK	EDMOND FRANCIS BURKE	24	Full Time	No
49	54042B	LEE	KARSTEN THEODORE CUKINGNAN	9	Full Time	Yes
50	16934S	LORD	IAN JAMES	40	Full Time	Yes
51	70967K	MAH	MEGAN LOUISE	0	Full Time	No
52	61778B	MALICKI	LINDA ELIZABETH	4	Full Time	Yes
53	56346K	MCCRATH	SCOTT WILLIAM	88	Full Time	No
54	58994J	MCISAAC	MICHAEL PAUL	6	Full Time	No
55	08807D	MCKELLAR	JOHN DUNCAN	58	Full Time	No
56	18520J	MCELLAN	BRADLEY NELSON	36	Full Time	Yes
57	69179H	MCNAMARA	CHRISTOPHER ALEXANDER BOTA	16	Full Time	No
58	10185V	MCQUAID	MICHAEL JAMES	52	Full Time	Yes
59	56190B	MEADER	JENNIFER J	6	Full Time	Yes
60	13976W	MILLAR	WILLIAM ALLAN DERRY	43	Full Time	No
61	46374O	MITCHELL	ROBERT IAN	12	Full Time	No
62	20001K	MONIEITH	MARALYNNE ANNE	37	Full Time	No
63	60195A	MORLEY	SHANTHA PRIYA	1	Full Time	No
64	47882P	MORRIS	RYAN LATHAM	13	Full Time	No
65	42704N	MULLIN	KIMBERLY ANN	17	Full Time	Yes
66	42089M	NUGENT	PATRICK WILLIAM	18	Full Time	Yes
67	53802D	NUNES	DANNY MANUEL	9	Full Time	No
68	14007A	O'CONNOR	FRISJIE JAMES	43	Full Time	No
69	26595D	PANDELL	JOHN LEONARD	29	Full Time	Yes
70	48140N	PATRIQUIN	SCOT EDWARD	14	Full Time	No
71	65658P	PEGLAR	HAYLEY ALEXANDRA	2	Full Time	No
72	20035W	PRFHOGAN	KENNETH	41	Full Time	No
73	22194C	RICHARDS	JAMES GREGORY	35	Full Time	No
74	63840R	ROE	BRONWYN JUNE	3	Full Time	No
75	11690C	ROSS	NORMAN WILLIAM CALDWELL	46	Full Time	No
76	58141Q	ROULEAU	SYLVAIN ROGER	6	Full Time	Yes
77	35682S	RUKAVINA	STEVEN	23	Full Time	Yes
78	70447D	SCHULDERMAN	LISA JANE MARGARET	0	Full Time	No
79	68558M	SCORGIE	JEFFREY ALEXANDER COLES	1	Full Time	No
80	10928L	SHAFIR	MAX	50	Full Time	Yes
81	41049C	STATHAM	MICHAEL JAMES	19	Full Time	No
82	69892F	STEVEN	CAITLIN ELIZABETH	0	Full Time	No
83	62039K	SUMAKOVA	ANASTASIJA	4	Full Time	No
84	46741T	SWARTZ	MICHAEL ROBERT	15	Full Time	Yes
85	23908R	TARSHIS	DEBORAH SUSAN	33	Full Time	No
86	67958N	TERESHYN	CHRISTINA LAUREN	1	Full Time	Yes
87	60920F	THEEUWEN	KAYLA RAE	1	Full Time	No
88	29712G	THOMPSON	DAVID ROSS	26	Full Time	Yes
89	23547O	TOWNSEND	LYNDA JUNE	33	Full Time	Yes
90	16015I	TZEKAS	CHRISTOPHER JAMES	36	Full Time	Yes
91	45008F	VERMIFTE	MARIE-ANDREE	16	Full Time	No
92	10394W	WAKIM	ARTHUR SAMUEL	52	Full Time	No
93	60652N	WAKS	RACHEL FERN	4	Full Time	No
94	37375G	WALWYN	FRANK FDOUARD	21	Full Time	No
95	17210M	WARREN	ROBERT BROOKS	46	Full Time	No
96	53000W	WILBEE	ALEXANDRA CAROLINE JULIANE	10	Full Time	No
97	27558C	WILKINSON	JOHN BERT E ALTHOUSE	30	Full Time	No
98	66779S	YUN	SARAH HJUN	2	Full Time	No
102	53921P	ZALAR	TATIANA ELENA			