

Canadian Lawyers Liability Assurance Society

2018/2019 Renewal Application for  
Excess Professional Liability Insurance

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

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

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

1. Name of Firm (Named Insured): Torys LLP

2. Address of principal office: Suite 3000, 79 Wellington Street West, TD Centre  
Toronto, ON M5K 1N2

Phone: ( 416 ) 865-0040 Fax: ( 416 ) 865-7380

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

4. Management or service companies, date(s) established and services provided:  
Toryco Services, a limited partnership established in 1976; provides secretarial,  
administrative and support services for the firm.

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

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

- 
- 
6. Since 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.

Not applicable

---

---

---

---

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, 2018:

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

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

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

	<u>This Year</u>		<u>Last Year</u>	
a) Corporate and Commercial Law	68.3	%	43.3	%
b) Criminal Law	0	%	0	%
c) Family Law	0	%	0	%
d) Intellectual Property	4.3	%	5.1	%
e) Labour Law	0.1	%	1.7	%
f) Litigation	15.5	%	18.1	%
g) Real Estate	3.2	%	3.7	%
h) Securities Law	2.2	%	16.7	%
i) Tax Matters	2.9	%	4.3	%
j) Wills, Estates, Trust	0.1	%	1.3	%
k) Other (please specify)	3.3	%	5.8	%
Technology				

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:

See attached

---

---

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, 2017. 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).

---

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 checked="" 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 2018 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: \_\_\_\_\_

*Julia Holland*

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

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

*April 2, 2018*

## CLLAS 2018/2019 Renewal Application

Question 3: Torys LLP – Other offices:

1114 Ave. of the Americas  
23rd Floor  
**New York, NY, USA** 10036.7703  
(P) 212-880-6000

525-8th Avenue S.Wl,  
46th Floor  
**Calgary, Alberta**  
T2P 1G1  
(P) 403-776-3700

1 Place Ville-Marie  
Suite 2880  
**Montreal, Quebec**  
H3B 4R4  
(P) 514-868-5600

1871 Hollis Street  
Suite 200  
**Halifax, Nova Scotia**  
B3J 0C3  
(P) 902-720-3500

**Question 10:**

A complaint was made against one of our lawyers in 2015. Following an investigation, the Law Society of Ontario's Proceedings Authorization Committee determined in 2017 that a hearing was not warranted and therefore no disciplinary proceedings ensued. However, the Committee did recommend that a Regulatory Meeting be held. That meeting was held in March 2018.

## APPENDIX A

### PREDECESSOR FIRMS

---

Name of Firm: Torys LLP

#### Merger Date

- Tory Tory DesLauriers & Binnington
- Haythe & Curley
- Tory Haythe
- Tory Tory
- Torys

October 1, 1999

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.

APPENDIX B  
ACTIVE MEMBERS OF THE FIRM AS OF MARCH 1, 2018

Name of Firm: Torlys LLP

	CANADA					OUTSIDE OF CANADA <sup>/5</sup>	
	B.C.	Alberta	Ontario	Quebec	Other Provinces (Please specify)	U.S.	Other Locations
a) No. of Lawyers <sup>/1</sup>	0	17	209	6	11 (Nova Scotia)	36	
b) No. of Patent & Trademark Agents <sup>/2</sup>	0	0	1	0	0	0	
c) No. of Non-lawyer Consultants <sup>/3</sup>	0	0	0	0	0	0	
d) No. of Paralegals	0	2	33	0	3	2	
e) No. of Other Employees	0	19	361	6	1	22	
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>	0	16	36	3	0	0	

<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.



Location	Partners	Full Name
Toronto	Akkawi (PC)	Michael Akkawi Professional Corporation
	Assaf (PC)	Dany H. Assaf Professional Corporation
	Bailey (PC)	T. Bailey Professional Corporation
	Bain (PC)	Mark Bain Law Professional Corporation
	Balasubramanian (PC)	Amanda Balasubramanian Professional Corporation
	Berman (PC)	Guy Berman Professional Corporation
	Bernstein (PC)	Andrew Bernstein Professional Corporation
	Chaikof (PC)	David Chaikof Professional Corporation
	Cockburn (PC)	Matthew Cockburn Professional Corporation
	Delean (PC)	Adam Delean Professional Corporation
	Dell (PC)	David Dell Professional Corporation
	Emanoilidis (PC)	John Emanoilidis Professional Corporation
	Feldman (PC)	Michael Kevin Feldman Professional Corporation
	Ford (PC)	Daniel A. G. Ford Professional Corporation
	Fortier (PC)	Michael J. Fortier Professional Corporation
	Frazer (PC)	Mitch Frazer Professional Corporation
	Gherbaz (PC)	Sabrina Alison Gherbaz Professional Corporation
	Helbronner (PC)	Valerie Helbronner Professional Corporation
	Hill (PC)	Plumpton Hill Professional Corporation
	Keefe (PC)	Blair Keefe Professional Corporation
	Keizer (PC)	Charles Keizer Professional Corporation
	Koziskie (PC)	Cameron Koziskie Professional Corporation
	McCutcheon (PC)	Jill McCutcheon Professional Corporation
	Morris (PC)	Kevin Morris Professional Corporation
	Plumpton (PC)	Plumpton Hill Professional Corporation
	Roger (PC)	Donald B. Roger Professional Corporation
	Seville (PC)	David A. Seville Professional Corporation
	Smith (PC)	Crawford Smith Professional Corporation
	Sternberg (PC)	Arlen Sternberg Professional Corporation
	Symmonds (PC)	Philip Symmonds Professional Corporation
	Terry (PC)	John Terry Professional Corporation
	Viner (PC)	Les Viner Professional Corporation
	Wakil (PC)	Omar Wakil Professional Corporation
	Wortsman (PC)	Jerald Wortsman Professional Corporation
	Wright (PC)	Cornell Wright Professional Corporation
	Weisz (PC)	Jonathan Weisz Professional Corporation
Calgary	Bedford (PC)	Andrew P. Bedford Professional Corporation
	Christopher (PC)	C.A. Christopher Professional Corporation
	Cochlan (PC)	Scott R. Cochlan Professional Corporation
	Cusano (PC)	Luigi A. Cusano Professional Corporation
	Cuschieri (PC)	David V. Cuschieri Professional Corporation
	Deyholos (PC)	Ronald A. Deyholos Professional Corporation
	Flaman (PC)	Derek S. Flaman Professional Corporation
	Fougere (PC)	Kevin A. Fougere Professional Corporation
	Jugnauth (PC)	Neville Jugnauth Professional Corporation

	Kashuba (PC)	Kyle D. Kashuba Professional Corporation
	Maurice (PC)	Craig Maurice Professional Corporation
	Paskaran (PC)	Janarthanan Paskaran Professional Corporation
	Pedlow (PC)	Michael Pedlow Professional Corporation
	Stimpson (PC)	Stephanie C. Stimpson Professional Corporation
	Tysowski (PC)	Lianne J Tysowski Professional Corporation
	Wood (PC)	David Wood Professional Corporation
<b>Montreal</b>	Rodrigue (PC)	Sylvie Rodrigue Professional Corporation
	Richter (PC)	Societe Professionnelle Christopher Richter Inc.
	McNamara (PC)	William McNamara Professional Corporation

**Active Members of Calgary Office of Applicant**  
**March 1, 2018**

<b>Lawyer</b>	<b>Admitted to the Alberta Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
David Kolesar	2004 (Ontario 2002)	2015	Counsel
Leah Dickie	2007 (California, 2003)	2012	N/A
Peter Danner	2013 (Ontario 2008, Massachusettes 2009)	2011	N/A
Evan Dickinson	2010	2013	N/A
Carla Hunt	2010	2016	N/A
Matthew Lui	2010	2015	N/A
Renée Matthews	2010	2011	N/A
Ian Gordon	2011	2016	N/A
Yvan Moquin	2011	2011	N/A
Amy Maginley	2012	2013	N/A
Tyrel Henderson	2014	2014	N/A
Alanah Wiberg	2014	2016	N/A
Gino Bruni	2015	2015	N/A
Nicole Saint-Onge	2017 (British Columbia 2015)	2017	N/A
Jaspreet Mann	2016	2017	N/A
Brandon Schur	2016	2015	N/A
Carleigh R. Knoll	2017	2016	N/A

**Active Members of New York Office of Applicant  
March 1, 2018**

<b>Lawyer</b>	<b>Admitted to the New York Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
Andy Beck	1973 (1992 Pennsylvania) (1972 Virginia)	2000	2000
Don Bell	1994 (1994 BC, 1994 NY)	2014	2014
Jared Fontaine	2008 (2001 Pennsylvania) (2001 New Jersey)	2007	2012
Amy Johnson-Spina	2001 (2001 New Jersey)	2001	2009
Joseph (Jay) Romagnoli	1987 (1989 District of Columbia)	2000	2000
Stefan Stauder	2000 (1997 Munich, Germany)	2010	2010
David Wawro	1978	2000	2000
Miroslav Fajt	1981	2000	2000
William Gray	1981	2001	2001
Peter Keenan	1991	2000	2000
Alison Bauer	1996	2001	2005
Darien Leung	1996	2001	2006
Karrin Powys-Lybbe	N/A 1996 (Ontario)	1993	2014
Scott Semer	1998	2015	2015
Christopher Caparelli	2000	2005	Counsel
Mile Kurta	2002	2012	2002
Tara Mackay	2016 (2002 Ontario)	2009	2011
Jonathan Wiener	2002	2007	2007
Michael Horwitz	2004	2013	Counsel
Glen (David) Mattingly	2007	2005	2014
Judah (Ari) Feder	2008	2010	N/A
Jaclyn Leader	2008	2010	N/A
Heding Yang	2008	2007	N/A
Batya Nadler	2009	2016	N/A
Jason Zhou	2009	2013	N/A
Christopher Bornhorst	2010	2016	N/A
Christine Lin	2011	2017	N/A
Max Shakin	2012 (2011 New Jersey)	2014	N/A
Jonathan Weinblatt	2012	2013	N/A
Meghan McKeever	2013	2014	N/A
Alexander Tanenbaum	2013	2017	N/A
Alice Lin	2014 (2014 British Columbia)	2015	N/A
Giancarlo Ruscio	Pending 2018 (2014 Ontario)	2017	N/A
Clinton Monteith	2016	2017	N/A
Steven Rotchtin	2016	2015	N/A
Nick Clarkin	Pending 2017	2016	N/A

**Active Members of Montreal Office of Applicant  
March 1, 2018**

<b>Lawyer</b>	<b>Admitted to the Québec Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
Eve-Lyne Morin	2015	2017	N/A
Matthew Angelus	2014	2017	N/A
Chantale Dallaire	2013	2017	N/A
Rebecca Moskowitz Wagner	N/A (2013 Ontario)	2013	N/A
Marie-Ève Gingras	2009 (2015 Ontario)	2013	N/A
Geneviève Bertrand	2007 (2014 Ontario)	2013	N/A

**Active Members of Halifax Office of Applicant  
March 1, 2018**

<b>Lawyer</b>	<b>Admitted to the Nova Scotia Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
Christopher J. Fowles	2014 (Ontario 1996; England & Wales 2000)	1996	2005
Penny Harding	1999 (Ontario 2015, Alberta 2016)	2015	N/A
Shawn Langlois	2015 (Ontario 1999)	2014	N/A
Andrew McFarlane	2003 (Ontario 2015)	2015	N/A
Sean Farmer	2012 (Ontario 2015)	2014	N/A
Sarah Chisholm	2015 (Ontario 2012)	2017	N/A
Christopher Lirette	2013	2018	N/A
Teresa Crawshaw	2014	2017	N/A
Sarah R. Reardon	N/A (New Brunswick 2015)	2017	N/A
Sylvie Thériault	2016	2018	N/A
Sundeep Oad	2017 (Ontario 2017)	2017	N/A

**Active Members of Toronto Office of Applicant  
March 1, 2018**

**Name of Applicant: Torys LLP**

<b>Lawyer</b>	<b>Admitted to Ontario Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
Frank Iacobucci	1970	2005	Senior Counsel
Benjamin Geva	1970	2011	Counsel
Sheila R. Block	1974	1974	1980
Wilfred M. Estey	1974	1974	Senior Counsel
J. Robert S. Prichard	1978	2010	Chairman
Patricia D.S. Jackson	1979	1979	1985
Richard J. Balfour	1980 (England & Wales 2000)	1981	Senior Counsel
Elizabeth Ellis	1980	2007	N/A
Jacqueline R. Bryers	1982	1982	N/A
Corrado Cardarelli	1983	1983	1989
James C. Tory	1983	1983	1989
Cheryl Reicin	1985 (Massachusetts 1989)	2004	2004
Eileen M. McMahon	1987	2002	2002
Richard G. Willoughby	1987 (NY 2002)	1987	1993
Kelly J. Morris	1988	2017	Senior Counsel
Tony DeMarinis	1989	1989	1995
John Tobin	1989	2002	2002
Julia Holland	1992	1992-2002/2006	N/A
Peter A. Aziz	1993	1993	Counsel
Andrew M. Shaughnessy	1993	2001	2003
David Steele	1993	1993	1999
John Fabello	1994	2005	2005
Glen R. Johnson	1994	2000	2002
Bernard Kwasniewski	1994 (NY 1997; Cali. 2005)	2008	Counsel
Scott A. Bomhof	1995	1995-97/2001	2001
Dennis E. Mahony	1995	1995	2001
Michelle Nelles	1995	2011	Counsel
Darryl Hiscocks	1996	2014	Counsel

<b>Lawyer</b>	<b>Admitted to Ontario Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
Simon C. Knowling	1996	1996	2002
Michael Amm	1998 (NY 2001)	1998	2005
Adam S. Armstrong	1998	1998	2005
Scott Bell	1998	2010	Counsel
Scott Kraag	1998 (B.C. 1998; England & Wales 2002)	2002	2007
Leslie McCallum	1998 (NY 1998)	2004	Counsel
Susan Nickerson	1998	2013	2013
Christine Vogelesang	1998	2006	Counsel
David Bish	1999	2010	2010
Michael T. Pickersgill	1999	1999	2007
Melanie Rowand	1999	2015	N/A
Sophia Tolias	1999 (Quebec 1998, England & Wales 2003)	2012	Counsel
Gwendolyn (Gwen) Watson	1999	2017	Counsel
Aaron Emes	2000	2000	N/A
David Outerbridge	2000	2001	2014
Grant Worden	2000	2004	Counsel
Jim S. Hong	2001	2002	2008
Graham Rawlinson	2001	2001	2008
Andrew Silverman	2001	2013	Counsel
Lisa Talbot	2001	2001	2008
Thomas Yeo	2001	2001	Counsel
Tom Zverina	2001	2001	2008
Edward Fan	2002	2006	2010
Andrew D. Gray	2002	2002	2010
Richard W. Johnson	2002	2002	2017
Rima Ramchandani	2002	2002	2010
Andrew Wong	2002	2006	2011
Nadine Rockman Katz	2003 (NY 2004)	2003	N/A
Tyson Dyck	2004	2005	2015
Patricia McMahon	2004	2016	N/A
Jonathan Myers	2004	2009	Counsel
Kevin Tuohy	2004	2013	Counsel
Milosz Zemanek	2004 (NY 2005)	2010	2016
Jon Cescon	2005 (NY 2006)	2005	N/A
Gillian B. Dingle	2005	2005-11/2015	2018



<b>Lawyer</b>	<b>Admitted to Ontario Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
Abraham Drassinower	2005	2005	Counsel
Helen Ferrigan	2005	2017	N/A
Jennifer Lennon	2005	2005	N/A
Martha MacDonald	2005	2015	2015
Leonard Nesbitt	2005	2013	Counsel
Ebad Rahman	2005	2008	Counsel
Simon Williams	2005 (NY 2008)	2011	Counsel
Amarpreet Bhasin	2006 (NY 2009)	2011	2016
Saira Bhojani	2006	2006	Counsel
Paul Budovitch	2006	2012	N/A
Michael Zackheim	2006	2006	2015
Yael Bienenstock	2007	2007	Counsel
Joel Ramsey	2007 (NY 2004)	2014	2014
Teresa A. Reguly	2007	2007	2016
Adam M. Slavens	2007	2007	2017
Karen Townsend	2007	2007	Counsel
Matthew Atkey	2008	2008	N/A
Jamie Becker	2008	2008	Counsel
Huw Evans	2008	2008	2017
Nina Mansoori	2008	2008	2017
Myriam Seers	2008	2012	N/A
Adam Banack	2009	2009	N/A
Adrienne DiPaolo	2009	2009	N/A
Morgan Dunnigan	2009	2009	N/A
Andrew Gibbons	2009 (England & Wales 2005)	2011	Counsel
Adrienne Glen (Love)	2009	2012	N/A
Konata Lake	2009 (NY 2009)	2012	2018
Joshua Lavine	2009 (NY 2012)	2009-10/2012	N/A
Shirin Mirsaeidi	2009	2011	N/A
Alexandra Peterson	2009	2014	N/A
Molly Reynolds	2009	2009	Counsel
Danielle Traub	2009	2018	N/A
Sumeet Dang	2010	2010-13/2015	N/A
Robert Leibel	2010	2010	N/A
Nicole Mantini	2010	2010	N/A
Eli Monas	2010	2010	N/A
Paulina Taneva	2010	2010	N/A
Sultana Bennett	2011 (NY 2007)	2016	N/A
Tasha De Freitas	2011	2016	N/A

<b>Lawyer</b>	<b>Admitted to Ontario Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
Daniel Doubilet	2011	2011	N/A
Laurie Duke	2011 (NY 2005)	2010	2015
Yolande Dufresne	2011 (NY 2017)	2011	N/A
James Gotowiec	2011	2011	N/A
Christie Kneteman	2011 (NY 2016)	2011	N/A
Adeyinka Olusoga	2011	2011	N/A
Jeremy Opolsky	2011 (2012 NY)	2014	N/A
Zehra Sheerazi	2011	2012	N/A
Steven Slavens	2011	2011	N/A
Leah Frank	2011	2011	N/A
Sarah Whitmore	2011	2011	N/A
Rebecca Wise	2011	2011	N/A
Ryan Unruch	2011 (NY 2007; Mass 2006)	2013	N/A
Josh Van Deurzen	2011 (NY 2009)	2010-11/2015	N/A
Andrew Cooley	2011	2018	N/A
Stephen Abrahamson	2012	2012	N/A
Nooreen Bhanji	2012	2012	N/A
Lily Coodin	2012 (NY 2015)	2012	N/A
Zirjan Derwa	2012	2017	N/A
David Forrester	2012	2012	N/A
Nicole Hastings	2012	2012-15/2017	N/A
David Leith	2012	2012	N/A
Melissa Prado	2012	2012	N/A
Patrick Reynaud	2012 (Quebec 2012)	2016	N/A
Thomas Stevenson	2012 (Alberta 2016)	2012	N/A
Marko Trivun	2012	2012	N/A
Kevin Wall	2012	2012	N/A
Shannon Gotfrit	2013 (NY 2008)	2011	2016
Vitali Berditchevski	2013	2013	N/A
Jessica Bishop	2013	2015	N/A
Sarah Carter	2013	2013	N/A
Sophie Courtois	2013	2013	N/A
Jordan Fenton	2013	2013	N/A
Frazer House	2013	2013	N/A
Lauren Hulme	2013	2017	N/A
Steve Hundal	2013	2015	N/A
Braden Jebson	2013	2013	N/A
Vanessa Komarnicki	2013	2013	N/A
Ryan Lax	2013	2013	N/A
Richard Missaghie	2013	2013	N/A
Rachael Saab	2013	2013	N/A

Lawyer	Admitted to Ontario Bar	Year joined Applicant	Year became Partner
Bradley Tartick	2013	2013	N/A
Jacob Weinstock	2013	2013	N/A
Albert Chan	2014	2014	N/A
Michele Cousens	2014	2014	N/A
Marissa Daniels	2014	2014	N/A
Robb Fatt	2014	2014	N/A
Allison Hennick	2014	2014	N/A
Irfan Kara	2014	2014	N/A
Min Kim	2014	2014	N/A
Nick Kennedy	(NY 2015) 2014	2014	N/A
Jonathan Lee	2014	2014	N/A
Rob Shaw	2014	2014	N/A
Laura Sigurdson	2014	2014	N/A
Kevin Armitage	2015	2015	N/A
Crystal Chung	2015	2015	N/A
Na Fan	2015	2018	N/A
Lara Guest	2015	2015	N/A
Christine Innes	2015	2015	N/A
Michael Jason	2015	2015	N/A
Leora Jackson	2015	2016	N/A
Geoff Kelsall	2015	2015	N/A
Aria Laskin	2015	2015	N/A
Stephen Neil	2015	2015	N/A
Owen Payne	2015	2015	N/A
Jacob Posen	2015	2015	N/A
Aleksandra Ramsvik	2015	2015	N/A
Henry Ren	2015	2015	N/A
Brett Saulnier	2015	2015	N/A
Patrick Shaunessy	2015	2015	N/A
Alexandra Shelley	2015	2015	N/A
Emily Sherkey	2015	2015	N/A
Sharon Au	2016	2016	N/A
Justin Crawford	2016	2016	N/A
Joshua Daniels	2016	2016	N/A
Emily Debono	2016	2016	N/A
Valérie Duchesneau	2016	2017	N/A
Riley Harmon	(NY 2015) 2016	2016	N/A
Selamawit Ibrahim	2016	2016	N/A
Lynn Khazzam	2016	2016	N/A
Ian Li	2016	2018	N/A
Caitlin Morin	2016	2016	N/A
Michael Murphy	2016	2016	N/A
Allison Perlman	2015	2017	N/A
Emma Sako	2016	2016	N/A
Davida Shiff	2016	2016	N/A

<b>Lawyer</b>	<b>Admitted to Ontario Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
Jonathan S. Silver	2016	2017	N/A
Manpreet Singh	2016	2016	N/A
Isabella Ssozi	2016	2016	N/A
Tosh Weyman	2016	2016	N/A
Patrick Chapman	2017	2017	N/A
Shalom Cumbo-Steinmetz	2017	2017	N/A
Stacey Danis	2017	2017	N/A
Mitchell T. Dost	2017	2017	N/A
Jessica E. Earle	2017	2017	N/A
Hongyi Geng	2017	2017	N/A
Si Yang He	2017	2017	N/A
Vidushi Hora	2017	2017	N/A
Michael J. Meguid	2017	2017	N/A
Taylor R. Overing	2017	2017	N/A
Tim Pavlov	2017	2017	N/A
Michael Steele	2017	2017	N/A
Joshua D. Teichman	2017	2017	N/A
Nicholas Wall	2017	2017	N/A
Justin Brook Wong	2017	2017	N/A
Yu Seon Gadsden-Chung	2017	2017	N/A

APPENDIX C  
ACTIVE NON-LAWYER CONSULTANTS OF THE FIRM AS OF MARCH 1, 2018  
(Excluding Patent & Trademark Agents)

Name of Firm: Torys LLP

**SECTION A**

Professional Service Provided or Type of Profession	# Person in Same Profession	Location (Province)	Client Contact	Advise Clients	Supervised by Lawyers	Underlying Insurance <sup>/1</sup>	% of Time Docketed <sup>/2</sup>
<b>NOT APPLICABLE</b>			<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:	Type of Exposure:
Insurance Carrier:	Insurance Carrier:
Policy Number:	Policy Number:
Period of Insurance:	Period of Insurance:
Retroactive Date:	Retroactive Date:
Limits: \$ _____ per claim, \$ _____ aggregate	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.

## APPENDIX D

### "ASSOCIATED FIRMS" AND "UMBRELLA FIRMS"

---

Name of Firm: Torys LLP

- The Named Insured under the CLLAS policies is Torys LLP.
- Tory Tory DesLauriers & Binnington merged with the New York firm of Haythe & Curley on October 1, 1999 and initially practised under the name of Tory Haythe. The name Tory Haythe was changed to Torys on January 7, 2000. Although Torys (Toronto, Calgary and Halifax), Torys (Montreal) and Torys (New York) practise as one firm from an operational standpoint, they are three separate partnerships legally.
- Tory Tory DesLauriers & Binnington used to have an office in London, England. It was closed in May 1999.
- Haythe & Curley used to have an office in London, England. It was closed in December 1999.
- The Firm used to have an office in Beijing but it was transferred to another law firm on August 1, 2002.
- The Firm now has offices in Toronto, Calgary, Montreal, Halifax and New York.
- Tory Tory DesLauriers & Binnington formerly had an international partnership, known as Tory Ducharme Lawson Lundell, with Desjardins Ducharme Stein Monast of Montreal and Lawson Lundell Lawson & MacIntosh of Vancouver. This partnership operated an office in Hong Kong. The partnership was terminated in 1994. The Hong Kong office then became an office of Tory Tory DesLauriers & Binnington until it was closed in January 1997.
- There is an endorsement on the policy with respect to Tory Ducharme Lawson Lundell to cover possible claims relating to the period during which the international partnership was in operation.

## APPENDIX E

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

Name of Firm: **Torys LLP**

#### 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
See attached		

#### 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
NYC	1 - Karrin Powys-Lybbe	33	2 - Tara MacKay & Don Bell

#### 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: Lawyers Professional Liability Insurance  
Insurance Carrier: Columbia Casualty/Nautilus Insurance/Indian Harbor Insurance/Axis Surplus Insurance/Underwriters at Lloyds  
Policy Number: 592420538  
Period of Insurance: July 01, 2017 to July 01, 2018  
Retroactive Date: \_\_\_\_\_  
Limits: \$ 30,000,000 per claim, \$ 30,000,000 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



## **Supplement to Appendix E (2018-2019)**

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

<b>Name of lawyer</b>	<b>Location</b>	<b>% time docketed</b>
Cheryl Reicin	<b>Toronto</b>	100%
Shannon Gotfrit	<b>Toronto</b>	50%
Leslie McCallum	<b>Toronto</b>	30%
Bernard Kwasniewski	<b>Toronto</b>	20-30%
Michael Amm	<b>Toronto</b>	20%
Laurie Duke	<b>Toronto</b>	15%
Ricco Bhasin	<b>Toronto</b>	15%
Josh Lavine	<b>Toronto</b>	5%
Konata Lake	<b>Toronto</b>	5%
Lily Coodin	<b>Toronto</b>	5%
Josh Van Deurzen	<b>Toronto</b>	25%
Christie Kneteman	<b>Toronto</b>	5%



## LARGE LAWYERS DECLARATIONS

Policy Number: 592420538

**NOTICE: THIS IS A CLAIMS MADE POLICY, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD," OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS," AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION AMOUNT. IN NO EVENT WILL THE COMPANY BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. READ THE ENTIRE POLICY CAREFULLY.**

ITEM 1. **FIRM:** Torgys LLP

ITEM 2. **PREDECESSOR FIRM(S):** N/A

ITEM 3. **POLICY PERIOD:**

- (A) Inception Date: July 1, 2017
  - (B) Expiration Date: July 1, 2018
- At 12:01 a.m. both dates at the Address in ITEM 1.

ITEM 4. **LIMITS OF LIABILITY** (inclusive of **Defense Costs**):

- (A) US \$30,000,000 maximum limit of liability each **Claim**
- (B) US \$30,000,000 maximum aggregate limit of liability under this Policy for all **Claims**.

ITEM 5. **RETENTION AMOUNT:** US \$100,000 per claim for U.S. work

ITEM 6. **EXTENDED REPORTING PERIOD:**

- | (A) Additional Period | (B) Additional Premium |
|-----------------------|------------------------|
| 1 Year                | 150% of Annual Premium |
| 2 Year                | 225% of Annual Premium |
| 3 Year                | 300% of Annual Premium |

ITEM 7. **PENDING OR PRIOR DATE:** July 1, 2007 at 12:01 a.m. at the Address in ITEM 1.

ITEM 8. **PREMIUM:** \$626,752

ITEM 9. **INSURERS and PARTICIPATIONS**

<b>Columbia Casualty Company:</b>	<b>25.00% of 100.00% of the LIMIT and PREMIUM</b>
<b>Nautilus Insurance Company:</b>	<b>25.00% of 100.00% of the LIMIT and PREMIUM</b>
<b>Indian Harbor Insurance Company:</b>	<b>16.50% of 100.00% of the LIMIT and PREMIUM</b>
<b>Axis Surplus Insurance Company:</b>	<b>18.50% of 100.00% of the LIMIT and PREMIUM</b>
<b>Underwriters at Lloyds, London:</b>	<b>15.00% of 100.00% of the LIMIT and PREMIUM</b>



These Declarations, the completed signed Application and this Policy with Endorsements shall constitute the contract between the Insured and Columbia Casualty Company (the "Company"). In witness whereof, the Company issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the Company.

11/1/2017

Date

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

\_\_\_\_\_  
Authorized Representative of  
Columbia Casualty Company



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

In consideration of payment of the premium and subject to the Declarations, limitations, conditions, provisions and other terms of this Policy, the Company and the **Insured** agree as follows:

### **I. INSURING CLAUSE**

The Company shall pay **Loss** on behalf of an **Insured** on account of any **Claim** first made against such **Insured** or **Potential Claim** arising during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** committed by the **Insured** before or during the **Policy Period**.

### **II. DEFINITIONS**

**Application** means all signed applications, including attachments and other materials submitted therewith or referenced or incorporated therein, submitted by or on behalf of the **Insured** to the Company for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. All such applications, attachments and materials are deemed attached to, incorporated into and made a part of this Policy.

The term “attorney” shall be read to include “attorney, barrister, solicitor, lawyer or the equivalent in any applicable jurisdiction”.

**Claim** means:

- (1) any of the following:
  - (a) a written demand or written request for monetary damages or non-monetary relief;
  - (b) a written demand or arbitration;
  - (c) a civil proceeding commenced by the service of a complaint or similar pleading; or
  - (d) a formal civil administrative or civil regulatory proceeding (including a disciplinary or grievance proceeding before a court or bar association) commenced by the filing of a notice of charges or similar document or by the entry of a formal order of investigation or similar document,against an **Insured** for a **Wrongful Act**, including any appeal therefrom; or
- (2) a written request received by an **Insured** to toll or waive a statute of limitations relating to a potential **Claim** described in paragraph (1) above.



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

Except as may otherwise be provided in Section X Reporting, a **Claim** will be deemed to have been first made when such **Claim** is commenced as set forth in this definition (or, in the case of a written demand or written request, including but not limited to a demand for arbitration, when such demand or request is first received by an **Insured**).

**Confidential Information means proprietary or confidential information not in the public domain, including trade secrets, that came into the care, custody or control of the Insured in the course of the Insured rendering Professional Services**

**Controlled Enterprise** means any business enterprise (other than an **Insured** or a business enterprise in which the ownership, control, operation or management by the **Insured** is exclusively in a fiduciary capacity as an administrator, conservator, executor, trustee, guardian, receiver or committee or in any similar fiduciary capacity incidental to the practice of law by an **Insured**) if at the time the **Wrongful Act** occurs:

- (1) such business enterprise is a publicly traded entity and five percent (5%) or more of its issued and outstanding securities or voting rights to elect or appoint a board of directors or an equivalent governing body is owned or controlled, individually or collectively, by the **Firm** or by one or more **Insured Persons**;
- (2) such business enterprise is not a publicly traded entity and twenty-five percent (25%) or more of the legal and/or equitable ownership of such enterprise is owned or controlled, individually or collectively, by the **Firm** or by one of more **Insured Persons**; or
- (3) such business enterprise is controlled, operated or managed by the **Firm** or by one or more **Insured Persons**.

**Defense Costs** means that part of **Loss** consisting of reasonable costs, charges, fees (including attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees, overhead or benefits) of any **Insured** incurred in defending any **Claim** or **Potential Claim** and the premium for appeal, attachment or similar bonds; provided that the Company will have no obligation to procure or provide any bonds.

**Domestic Partner** means any natural person qualifying as a domestic partner under the provisions or any applicable law or under the provisions of any formal program established by the **Firm**.

**Financial Impairment** means the status of a **Firm** resulting from:

- (1) the appointment by any government official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

liquidate the **Firm**; or

- (2) the **Firm** becoming a debtor in possession under the United States bankruptcy law or the equivalent of a debtor in possession under the law of any other country.

**Firm** means (the organization) engaged in the practice of law under the name(s) set forth in ITEM 1 of the Declarations, whether as a partnership, professional corporation or association, limited liability partnership, limited liability company or otherwise, and any predecessor firm(s) designated in ITEM 2 of the Declarations.

**Foreign Legal Consultant** means any natural person who is a lawyer who is accredited and licensed to practice in a foreign jurisdiction and who has been approved by the applicable bar, *law society or court* as a **Foreign Legal Consultant** to provide advice and services about the laws of the lawyer's foreign jurisdiction but only if such services are performed by or on behalf of the **Firm**.

**Insured** means the **Firm** and any **Insured Person**.

**Insured Person** means any natural person or entity:

- (1) who was, now is or shall become a partner, principal, director, officer, shareholder or member of the **Firm**;
- (2) who was, now is or shall become designated (as evidenced in the **Firm's** records) as "counsel" or "of counsel" by the **Firm**;
- (3) whose labor or service was, now is or shall be engaged by and directed by the **Firm** to perform **Professional Services**, including a full-time, part-time, seasonal, contracted, leased and temporary employees, or seconded lawyers who are providing Professional Services on behalf of the Firm.
- (4) **Foreign Legal Consultants**, or
- (5) **Service Companies** which are corporations or partnerships including any principal, director, officer or employee of such **Service Company** providing services exclusively to the **FIRM**

but only while acting in his, her or its capacity as such.

**Intra Firm Representation** means **Professional Services** provided with the prior written consent of,



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

or in accordance with the established policies of the **Firm**, by an **Insured Person** to any other **Insured Person** in a lawyer/client relationship.

**Loss** means the amount that an **Insured** becomes legally obligated to pay as a result of any covered **Claim**, including but not limited to damages (including punitive or exemplary damages, unless punitive or exemplary damages are uninsurable under the law pursuant to which this policy is construed), judgments, settlement, pre-judgments and post-judgment interest and **Defense Costs**.

**Loss** also includes any **Defense Costs** incurred by an **Insured** with respect to any **Potential Claim** (written notice of which has been given to the company pursuant to Section X(A)(2) Reporting.)

**Loss** does not include:

- (1) any costs incurred by an **Insured** to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief;
- (2) taxes, fines, penalties (except as provided above with respect to punitive or exemplary damages), liquidated damages or the multiple portion of any multiplied damage award;
- (3) the cost of correcting, re-performing or completing any **Professional Services** or any amount which constitutes restitution, reduction, disgorgement, or set off or return of any fees or expenses paid to or charged by an **Insured** for **Professional Services**; or
- (4) any amount not insurable under the law pursuant to which this Policy is construed.

**Personal Information means information not in the public domain that came into the care, custody or control of the Insured in the course of the Insured rendering Professional Services allowing the identification of an individual and which may include, without limitation, any one or more of the following:**

**(a)     *Social insurance number or its equivalent'***

**(b)     *Medical or healthcare data or other protected healthcare data or information;***

**(c)     *a government issued driver's license;***



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

### **(d) financial information**

**Personal Injury** means libel, slander, disparagement, violation of rights of privacy, false arrest, detention or imprisonment, wrongful entry or eviction, malicious prosecution or abuse of process, whether through use of electronic media, the internet or other means or loss, damage, theft or disclosure of **Personal Information** of an individual whether through use of electronic media, the internet or other means.

**Policy Period** means the period of time set forth in ITEM 3 of the Declarations, subject to any prior termination in accordance with Section XX Termination of Policy.

**Pollutants** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solid, liquid, gaseous or thermal irritants, contaminants, smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also include any air emission, odor, wastewater, oil or oil products, infectious or medical waste, asbestos, or asbestos products and any noise.

**Pollution** means the actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of **Pollutants** or any clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any **Pollutants**, or any voluntary decision to do so.

**Potential Claim** has the meaning set forth in Section X(A)(2) Reporting.

**Professional Services** means services provided to others by an **Insured** as:

- (1) an attorney or notary public;
- (2) an administrator, conservator, executor, trustee, guardian, escrow agent, receiver or committee or in any similar fiduciary capacity incidental to the practice of law by the **Firm**;
- (3) an arbitrator or mediator;
- (4) a member, director or officer of any non-profit professional legal association, its governing board, or any of its committees;
- (5) a government affairs advisor or lobbyist;
- (6) a title insurance agent pursuant to a written agency agreement with licensed title insurance company, but only when acting in such capacity for real estate transactions for which an **Insured** has provided services as an attorney;





## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

- (7) a paralegal or legal assistant, solely in connection with the performance of **Professional Services**;
- (8) patent or trademark agent or title searcher; or
- (9) a **Foreign Legal Consultant**.

including the holding, use and safe guarding of **Confidential Information** or **Personal Information**, but only if such services are performed in the name of or on behalf of the Firm and some or all of the fee, if any, accruing from such services (regardless of whether such fee is actually collected) inures to the benefit of the **Firm**. **Professional Services** shall include the provision of any investment advice.

**Related Claims** means all **Claims** based upon, arising from, or in consequence of the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.

**Wrongful Act** means any actual or alleged act, error or omission committed, attempted, or allegedly committed or attempted, solely in the performance of or failure to perform **Professional Services** by the **Firm** or by an **Insured Person** acting in his or her capacity as such on behalf of the **Firm**, including without limitation any such actual or alleged act, error or omission committed or attempted or allegedly attempted or committed which results in or is alleged to result in damage to a claimant's hardware or software or the loss, damage, theft or disclosure of Confidential Information or Personal Information

### **III. EXCLUSIONS**

- (A) The Company shall not be liable for **Loss** incurred by an Insured on account of any **Claim** or **Potential Claim**;
  - (1) based upon, arising from, or in consequence of any fact, circumstance, situation, transaction, event or **Wrongful Act** that was the subject of any notice given under any policy of which this Policy is a direct or indirect renewal or replacement;
  - (2) based upon, arising from or in consequence of any fact, circumstance, situation, transactions, event or **Wrongful Act** occurring prior to the inception date of the first lawyers professional liability policy issued to the **Firm** by the Company which, prior to such inception date, any **Insured** knew or should have known might give rise to a **Claim**;
  - (3) based upon, arising from, or in consequence of any demand, suit or other proceeding pending against, or order, decree or judgment entered for or against



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

such **Insured**, on or prior to the Pending or Prior Date set forth in ITEM 7 of the Declarations, or the same or substantially the same fact, circumstance, situation, transaction, event or **Wrongful Act** underlying or alleged therein;

- (4) based upon, arising from, or in consequence of **Pollution**; provided that this exclusion shall only apply where the **Insured** is an actual or alleged owner, lessee or operator of the property in question;
- (5) for bodily injury, mental anguish, emotional distress (except bodily injury, mental anguish and emotional distress resulting from **Personal Injury**), sickness, disease or death of any person or damage to, destruction of or loss of use of any property (including software, data or other information that is in electronic form), whether or not it is damaged or destroyed; provided that this Exclusion shall not apply if the allegations of bodily injury, mental anguish, emotional distress (except bodily injury, mental anguish and emotional distress resulting from **Personal Injury**), sickness, disease or death of any person or damage to, destruction of or loss of use of any property (including software, data or other information that is in electronic form) arises out **Professional Services**.
- (6) for any actual or alleged violation by such **Insured** of the responsibilities, obligations or duties imposed on fiduciaries by the Employee Retirement Income Security Act of 1974, or any amendments thereto, or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world;
- (7) by or on behalf of, in the name or right of, or based upon, arising from or in consequence of any **Wrongful Act** on the part of such **Insured** in connection with any **Controlled Enterprise**;
- (8) based upon, arising from, or in consequence of the service of such **Insured Person** in his or her capacity as a partner, member, principal, director, officer, shareholder, counsel, of counsel, or employee of any entity other than the **Firm** or any **Service Company**; provided that this Exclusion shall not apply where the **Insured Person** is acting in his or her capacity as a member, director or officer of any non-profit professional legal association, its governing board, or any of its committees;
- (9) brought or maintained by or on behalf of any **Insured** in any capacity, other than as a client in connection with **Intra Firm Representation**;

based upon, arising from, or in consequence of **Professional Services** performed



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

- (10) as a title insurance agent where there allegedly exists;
  - (a) any defect in title of which any **Insured** had actual knowledge as of the date the title insurance policy was issued by or through any **Insured**; or
  - (b) any actual or alleged breach of underwriting authority by an **Insured**;
- (B) The Company shall not be liable for **Loss** on account of any **Claim** or **Potential Claim** against an **Insured**:
  - (1) based upon, arising from or in consequence of such **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled; or
  - (2) based upon, arising from or in consequence of any deliberately fraudulent or dishonest act or omission or any willful violation of any statute or regulation by such **Insured**, or any libel or slander committed by such **Insured** with knowledge of its falsity.

as evidenced by any final judgment or ruling in any judicial, administrative or alternative dispute resolution proceeding.

### **IV. SPOUSES, ESTATES AND LEGAL REPRESENTATIVES**

Coverage shall extend to **Claims** and **Potential Claims** for the **Wrongful Acts** of an **Insured Person** made against:

- (a) the lawful spouse or **Domestic Partner** of such **Insured Person**, if named as a co-defendant with such **Insured Person** solely by reason of such person's status as a spouse or **Domestic Partner**, or such spouse or **Domestic Partner's** ownership interest in property that is sought by a claimant as recovery for an alleged **Wrongful Act** of such **Insured Person**; and
- (b) the estate, heirs, legal representatives or assigns of such **Insured Person** if such **Insured Person** is deceased or the legal representatives or assigns of such **Insured Person** if such **Insured Person** is incompetent, insolvent or bankrupt

All terms and conditions of this Policy including, without limitation, the Retention Amount applicable to **Loss** incurred by the **Insured Person**, shall also apply to **Loss** incurred by the **Insured Person's** spouse, **Domestic Partner**, estate, heirs, legal representatives or assigns. The coverage provided



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

by this Section IV. shall not apply with respect to any loss arising from an act or omission by an **Insured Person's** estate, heirs, legal representatives, assigns, spouse or **Domestic Partner**.

### **V. OTHER INSURANCE**

This Policy shall be specifically excess over, and shall not contribute with, any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, except with respect to the following only:

(A) Insurance written to be specifically excess over this Policy, or

(B) the Solicitors Professional Liability Insurance Policy, if any, purchased by the Insured to comply with the Solicitors Regulation Authority insurance requirements in the United Kingdom, or any subsequent renewals or replacements thereof.

This Policy will not be subject to the terms of any other insurance.

### **VI. TERRITORY**

Coverage shall extend anywhere in the world.

### **VII. EXTENDED REPORTING PERIOD**

(A) If the Company or the **Firm** terminates or does not renew this Policy, other than termination by the Company for nonpayment of premium, then the **Firm** shall have the right to purchase an Extended Reporting Period for either the twelve (12) month period, twenty-four (24) month period or thirty-six (36) month period beginning on the effective date of the termination or non-renewal of this Policy. This right to purchase an Extended Reporting Period shall lapse unless written notice of election to purchase the Extended Reporting Period, together with payment of the additional premium due, as set forth in ITEM 6 of the Declarations, is received by the Company within thirty (30) days following effective date of the termination or non renewal of this Policy. The **Firm** may not change the option selected once that selection has been made.

(B) If the Extended Reporting Period is purchased, then coverage otherwise afforded by this Policy will be extended to apply to **Loss** from **Claims** and **Potential Claims** first made or notified during such Extended Reporting Period and reported in accordance with Section X. Reporting, but only for **Wrongful Acts** committed or allegedly committed before the effective



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

date of termination or nonrenewal or the date of any event described in Section XIII(B) Changes in Exposure, whichever is earlier. The entire additional premium for the Extended Reporting Period shall be deemed fully earned at the inception of such Extended Reporting Period. Any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limit of Liability for the Extended Reporting Period shall be part of and not in addition to the applicable Limits of Liability for the immediately preceding **Policy Period**.

### **VIII. LIMIT OF LIABILITY**

- (A) The Company's maximum liability for all **Loss** from each **Claim** and **Potential Claim** first made or notified during the **Policy Period** shall not exceed the each **Claim** Limit of Liability set forth in ITEM 4(A) of the Declarations.
- (B) The Company's maximum aggregate liability for all **Loss** from all **Claims** and **Potential Claim** first made or notified during the **Policy Period** shall not exceed the aggregate limit of liability set forth in ITEM 4(B) of the Declarations, regardless of the number of **Claims**.
- (C) **Defence Costs** are part of and not in addition to the Limits of Liability set forth in ITEM 4 of the Declarations, and payment by the Company of **Defense Costs** shall reduce and may exhaust such Limits of Liability.

### **IX. RETENTION AMOUNT**

The Company's liability under this Policy shall apply only to that part of covered **Loss** on account of each **Claim** and **Potential Claim** which is excess of the applicable Retention Amount set forth in ITEM 5 of the Declarations. Such Retention Amount shall be depleted only by **Loss** otherwise covered under this Policy and shall be borne by the **Insured** uninsured and at their own risk. In the event that any **Insured Person** is unwilling or unable to bear the Retention Amount it shall be the obligation of the **Firm** to bear such Retention Amount uninsured and at its own risk.

### **X. REPORTING**

- (A) Reporting of Claims and Wrongful Acts:



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

- (1) If a Claim is made against any Insured the Insured shall, as a condition precedent to exercising any right to coverage under this Policy, give to the Company written notice of such **Claims** as soon as practicable, but in no event later than the earliest of the following dates:
  - (a) if this Policy is either terminated or not renewed by the Firm, and if no Extended Reporting Period is purchased, thirty (30) days after the effective date of such expiration or termination;
  - (b) if the Extended Reporting Period is purchased, the expiration date of the Extended Reporting Period; or
  - (c) if the Company sends written notice to the **Firm** pursuant to Section XX (A) (3) Termination of Policy, prior to the effective date of such termination.
- (2) If during the **Policy Period** an **Insured** becomes aware of a **Wrongful Act** which may subsequently give rise to a **Claim** (a “**Potential Claim**”), and during the **Policy Period** the **Insured** gives the Company written notice of such **Wrongful Act**, including a description of the **Wrongful Act** in question, the identities of the potential claimants, the consequences that have resulted or may result from the **Wrongful Act**, the damages that may result from the **Wrongful Act** and the circumstances by which the **Insured** first became aware of the **Wrongful Act**;  
  
then the Company will treat any such subsequently resulting **Claim** as if it had been made against the **Insured** during the **Policy Period**; provided that written notice of such **Claim** is then given to the Company in accordance with paragraph (A)(1) of this Section X.
- (3) All notices of **Claims** or **Potential Claims**, required under this Section X must be sent in writing to the address set forth in Section XI Notice.

(B) Interrelationship of Claims:

All **Related Claims** will be treated as a single **Claim** made at the time the first of such **Related Claims** was made, or when the first of such **Related Claims** is treated as having been made in accordance with Section X (A)(2), whichever is earlier.



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

### **XI NOTICE**

- (A) All notices to the Company under this Policy of **Claims** and **Potential Claims** which could give rise to a **Claim** shall be given in writing addressed to Monitoring Counsel as follows:

Attn: Anthony Spain, Esq.  
Mendes & Mount LLP  
750 Seventh Avenue  
New York, NY 10109

Monitoring Counsel will provide notice and reports to the Company(ies) subscribing to this Policy.

- (B) All other notices to the Company under this Policy shall be given in writing addressed to:

CNA – Claims Reporting  
P.O. Box 8317  
Chicago, IL 60680-8317  
Fax: 866-773-7504  
Email: [SpecialtyProNewLoss@cna.com](mailto:SpecialtyProNewLoss@cna.com)

- (C) Any notice given under XI (A) above shall be effective on the date of receipt by Monitoring Counsel at the address shown.

### **XII. DEFENSE AND SETTLEMENT**

- (A) It shall be the duty of the **Insured** and not the duty of the Company to defend **Claims** and **Potential Claims** made against the **Insured** and to retain qualified counsel of its own choosing with the Company's prior written consent, such consent not to be unreasonably withheld.
- (B) With respect to any **Claim** and **Potential Claims** that appears reasonably likely to be covered in whole or in part under this Policy, the Company shall have the right and shall be given the opportunity to effectively associate with the **Insured**, and shall be consulted in advance by the **Insured** regarding the investigation, defense and settlement of such **Claim**, and **Potential Claims** including but not limited to selecting appropriate defense counsel and negotiating any settlement. It shall not be unreasonable for the Company to withhold its consent to the representation of any **Insured** by another **Insured** or, if more than one **Insured** is involved in a **Claim** or **Potential Claims**, to withhold its consent to separate counsel for one or more of such **Insureds**, unless there is a material actual or potential



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

conflict of interest among such **Insureds**.

- (C) No **Insured** shall settle or offer to settle any **Claim**, incur any **Defense Costs**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's prior written consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement, **Defense Costs**, assumed obligation or admission to which it has not given its prior written consent.
- (D) If any **Insured** withholds consent to any settlement acceptable to the claimant in accordance with the Company's recommendation (a "Proposed Settlement"), then the Company's liability for all **Loss**, including **Defense Costs**, from such **Claim** shall not exceed the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **insured's** refusal to consent to the Proposed Settlement of such Claim.
- (E) The Company shall have no obligation to pay **Loss**, including **Defense Costs**, or to defense or continue to defend any **Claim**, after the Company's applicable Limit of Liability with respect to such **Claim** has been exhausted by the payment of **Loss**. If the Company's Limit of Liability is exhausted by the payment of **Loss** prior to the expiration of this Policy, the Policy premium will be deemed fully earned.

The **Insured** agreed to provide the Company with all information, assistance and cooperation which the Company may reasonably require and agree they will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.

The Company shall, upon written request, advance on a current basis **Defense Costs** owed under this Policy. As a condition of any payment of **Defense Costs** before the final disposition of a **Claim**, the Company may require a written undertaking on terms and conditions satisfactory to it guaranteeing the repayment of any **Defense Costs** paid on behalf of any **Insured** if it is finally determined that this Policy would not cover **Loss** incurred by such **Insured** in connection with such **Claim**.

### **XIII. CHANGES IN EXPOSURE**

- (A) Acquisition of Additional Attorneys

If, during the **Policy Period**, the total number of attorneys in the **Firm** increases by more than 10 attorneys as the result of the **Firm's** merger with or acquisition of any other law firm or any group of attorneys who practices together at another law firm, the **Firm** must promptly give the Company written notice thereof, and the Company will be entitled to





## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

impose such additional coverage terms and charge such additional premium in connection therewith as the Company, in its sole discretion, may require. Subject to the provisions of this paragraph, coverage shall only be provided for such acquired attorneys with respect to **Wrongful Acts** committed or allegedly committed after the date of such merger or acquisition.

### **(B) Conversion of Coverage under Certain Circumstances**

If, during the **Policy Period**:

- (1) all or substantially all of the **Firm's** assets are acquired by another organization or person or group of organizations or persons acting in concert;
- (2) **Financial Impairment** occurs; or
- (3) the **Firm** merges or consolidates into or with another entity such that the **Firm** is not the surviving entity.

then coverage provided by this Policy shall continue until termination, but only with respect to **Claims** for **Wrongful Acts** committed or allegedly committed prior to such event.

The **Firm** shall give written notice of all events under this Section XIII to the Company as soon as practicable together with such other information as the Company may request. If **Financial Impairment** occurs, the entire premium for this Policy will be deemed fully earned as of the effective date of such **Financial Impairment**.

## **XIV. REPRESENTATIONS AND SEVERABILITY**

In issuing this Policy the Company has relied upon the statements, representations and information in the **Application**. All of the **Insureds** acknowledge and agree that all such statements, representations and information (i) are true and accurate, (ii) were made or provided in order to induce the Company to issue this Policy, and (iii) are material to the Company's acceptance of the risk to which this Policy applies.

In the event that any of the statements, representations or information in the **Application** are not true and accurate, and which were (i) made with the actual intent to deceive or (ii) which materially affect the acceptance of the risk assumed by the company under this Policy, this Policy shall be void with respect to any **Insured** who knew as of the effective date of the **Application** the facts that were not truthfully and accurately disclosed (whether or not the **Insured** knew of



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

such untruthful disclosure in the **Application**) or to whom knowledge of such facts is imputed. For purposes of the preceding sentence:

- (A) the knowledge of any **Insured Person** who is a past, present or future member of the management committee, executive committee or similar governing body of the **Firm** shall be imputed to the **Firm**;
- (B) the knowledge of the person(s) who signed the **Application** for this Policy shall be imputed to all of the **Insureds**; and
- (C) except as provided in (A) above, the knowledge of an **Insured Person** who did not sign the **Application** shall not be imputed to any other **Insured**.

### **XV. VALUATION AND FOREIGN CURRENCY**

All premiums, limits, Retention Amounts, **Loss** and other amounts under this Policy are expressed and payable in the currency of the United States of America. If a judgment is rendered, a settlement is denominated or any element of **Loss** under this Policy is stated in a currency other than United States of America dollars, payment under this Policy shall be made in United States of America dollars at the rate of exchange published in The Wall Street Journal on the date the final judgment is reached, the amount of the settlement is agreed upon or the element of **Loss** is due, respectively.

### **XVI. SUBROGATION**

In the event of any payment under this Policy, the Company shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery therefore, and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit or otherwise pursue subrogation rights in the name of any **Insured**, provided that the Company will not pursue an **Insured's** rights of recovery against any other Insured.

### **XVII. ACTION AGAINST THE COMPANY**

No action may be taken against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy. No person or entity shall have



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

any right under this Policy to join the Company as a party to any action against any **Insured** to determine such **Insured's** liability nor shall the Company be impleaded by such **Insured** or legal representatives of such **Insured**.

### **XVIII. FIRM RIGHTS AND OBLIGATIONS**

By acceptance of this Policy, the **Firm** acknowledges and agrees that it shall be considered the sole agent of and will act on behalf of each **Insured** with respect to: the payment of premiums and the receiving of any return premiums that may become due under this Policy; the negotiation, agreement to and acceptance of endorsements; the giving or receiving of any notice, including but not limited to giving notice of **Claim** or a notice of termination pursuant to Section XX Termination of Policy; and the receipt or enforcement of payment of a **Loss** (and the **Firm** shall be responsible for application of any such payment as provided for in this **Policy**). Each **Insured** acknowledges and agrees that the **Firm** shall act on its behalf with respect to all such matters.

### **XIX. ALTERATION AND ASSIGNMENT**

No change in, modification or, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy which is signed by an authorized employee of Lexington Insurance Company.

### **XX. TERMINATION OF POLICY**

(A) This Policy shall terminate at the earliest of the following times:

- (1) upon receipt by the Company of written notice of termination from the **Firm**, provided that this Policy may not be terminated by the **Firm** after the effective date of any event described in Section XIII, Changes of Exposure (B)
- (2) upon expiration of the **Policy Period** as set forth in ITEM 3 of the Declarations or any applicable Extended Reporting Period.
- (3) twenty (20) days after receipt by the **Firm** of a written notice of termination from the Company based upon nonpayment of premium, unless the premium is paid within such twenty (20) day period; or
- (4) at such other time as may be agreed upon by the Company and the **Firm**.



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

- (B) The Company shall refund the unearned premium computed at customary short rates if this Policy is terminated by the **Firm**. Under any other circumstances the refund shall be computed pro rata. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

### **XXI. BANKRUPTCY**

Except as provided in Section XIII. Changes in Exposure, bankruptcy or insolvency or any **Insured** shall not relieve the Company of its obligations nor deprive the Company of its rights or defenses under this Policy.

### **XXII. HEADINGS**

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

### **XXIII. COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Company from providing insurance.

### **XXIV. CHOICE OF LAW**

This policy shall be governed by the laws of the Province of Ontario, and the Company and the **Insured** agree to submit to the jurisdiction of the courts of the Province of Ontario in the event of any dispute concerning the interpretation or enforcement of this policy.



**LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

A stylized, handwritten signature in black ink, consisting of several loops and a long trailing line.

---

**CHAIRMEN**

A handwritten signature in black ink, appearing to be the letters 'STB' followed by a horizontal line.

---

**SECRETARY**



**ENDORSEMENT NO 1  
CLLAS COMPATIBLE AND ALLOCATION ENDORSEMENT**

This Endorsement, effective at 12:01 a.m. on July 1, 2017, forms part of Policy No:

592420538

Issued to: Torys LLP

Issued by: Columbia Casualty Company

- (1) Section II. DEFINITIONS is amended by adding **Canadian Insureds** to the definition of **Insured Person**.
- (2) No coverage will be available under this Policy for **Claims** against a **Canadian Insured** arising out of **Professional Services** provided by such **Canadian Insured** from an office or branch of the **Canadian Firm** located in Canada, its provinces or territories and that arise from the practice of laws of the jurisdiction of Canada, its provinces or territories, unless such **Professional Services** are incidental to the practice of the laws of a jurisdiction other than Canada, its provinces or territories.
- (3) For purposes of this endorsement:

Notwithstanding anything to the contrary in this Policy, no coverage will be available to a **Canadian Insured** under this Policy for Claims for which (a) the policy issued by the **Canadian Lawyers Liability Assurance Society scheduled below (the "CLLAS Policy")** or (b) the other policies scheduled below only if they provided coverage in respect of such Claim in excess of the **CLLAS Policy (together with the CLLAS Policy, the "Scheduled Policies")** would afford coverage regardless of: the limit(s) of liability of the Scheduled Policies; compliance, or lack thereof, with the notice and/or reporting requirements of the Scheduled Policies; and whether the Schedule Policies have been canceled:

**SCHEDULED POLICIES**

<b>Policy</b>	<b>Policy Number</b>	<b>Insurer(s)</b>
CLLAS 50M	28011	Canadian Lawyers Liability Assurance Society
50M xs 50M	PLTO287680015	<b>Liberty International Underwriters Canada (20%) LEAD</b> Encon Group Inc. (10%) Travelers Insurance Company of Canada (10%) Royal & Sun Alliance Insurance Company of Canada (20%) Catlin Canada Inc. (on behalf of Syndicate 2003 at Lloyds) (10%) Axis Reinsurance Company (10%) Northbridge Insurance Company (5%) QBE Services Inc. (10%) Canadian Lawyers Liability Assurance Society (5%)
60M xs 100M	SRX492640	<b>Encon Group Inc. (25%) Lead</b> Liberty International Underwriters Canada (9.5%) Travelers Insurance Company of Canada (16.5%) Royal & Sun Alliance Insurance Comp[any of Canada (9.5%) Northbridge Insurance Company (10%) Chubb Insurance Company (16.5%) QBE Services Inc. (8%) Canadian Lawyers Liability Assurance Society (5%)

CNA86240XX (7-16)

Page 21

Insured Name: Torys LLP

Policy No: 592420538

Endorsement No: 1

Effective Date: 7/1/17



It is further understood and agreed and notwithstanding Clause V. "Other Insurance", that:

- (1) If **Loss** on account of a **Claim** covered or alleged to be covered by both this Policy and the Policies issued by CLLAS referred to in this Policy, **CLLAS** and the Company agree to use their best efforts to determine a fair and proper allocation of all amounts, including **Defense Costs**, that the Company shall be obligated to pay under this Policy in connection with such **Claim**. In making such determination, the parties shall take into account the contributory fault by the **Insured** and the **Canadian Insured** giving rise to the **Loss**. In the event that an allocation cannot be agreed to, then the Company agrees to follow the procedures and terms and conditions of the Letter Agreement between CLLAS and the Company (referred to in the Letter Agreement as the CLLAS International Insurers, and attached hereto.)
- (4) For the purposes of this Endorsement:
  - (a) the term "**Canadian Firm**" means Torys LLP (An Ontario Limited Liability partnership); and
  - (b) the term "**Canadian Insureds**" means collectively the **Canadian Firm** and each person who has a relationship to the Canadian Firm specified in Clauses (1) to (5) of the definition of **Insured Person** as if each reference to **Firm** was read as a reference to **Canadian Firm**.
- (5) This Policy, including but not limited to Section V, OTHER INSURANCE, shall be deemed amended to the extent necessary to effect the purpose and intent of this Endorsement.

The title and any heading in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**ENDORSEMENT NO 2.  
CARRIER RATING DOWNGRADE ENDORSEMENT**

This Endorsement, effective at 12:01 a.m. on July 1, 2017, forms part of

Policy No.: 592420538  
Issued to: Torys LLP  
Issued by: Columbia Casualty Company

It is hereby understood and agreed that Item XX. Termination of Policy is amended to include Item C.

In the event that the Company:

- (a) ceases underwriting; or
- (b) is declared insolvent or placed under the protection of Chapter 11 or similar proceedings, or
- (c) has its authority to carry on insurance business withdrawn; or
- (d) has its financial strength rating reduced by A.M. Best or Standard & Poor's or equivalent rating agency to less than A-;

the Firm may terminate the policy by giving notice and the premium payable to the Firm shall be pro-rata of its proportion of premium to the time on risk.

\_\_\_\_\_  
Authorized Representative

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.





## QUOTA SHARE ENDORSEMENT

It is understood and agreed that the Policy is amended as follows:

- I. The Section of the Policy entitled LIMITS OF LIABILITY AND RETENTION is amended by the addition of the following:

### Quota Share Participation

Notwithstanding anything to the contrary in the Policy, this Policy has been written on a quota-share basis whereby the **Company** shall be responsible to pay **damages** and **claim expenses** on a proportionate basis equal to 25% of the total limits of liability for all Participating Insurers shown on the Declarations, and the Participating Insurers, as set forth below, shall be responsible to pay **damages** and **claim expenses** on a proportionate basis equal to the applicable percentage of such total limits of liability as set forth opposite each Participating Insurer in the Schedule below.

The **Company's** limit of liability for **damages** and **claim expenses** for each **claim** shall not exceed \$7,500,000 per **claim**. The **Company's** maximum aggregate limit of liability for all **damages** and **claim expenses** for all **claims**, regardless of the number of **claims**, shall be \$100,000.

Each Participating Insurer's proportion of the total limits of liability for all Participating Insurers shown on the Declarations is as follows:

### SCHEDULE

Participating Insurer Name/ Participating Percentage	Policy Number
Nautilus Insurance Company (25%)	PLP1000547P2
Indian Harbor Insurance Company (16.5%)	LPP 9033667 00
Axis Surplus Insurance Company (18.5%)	ENN 795222/01/2017
Underwriters at Lloyds, London (15%)	B1353DR1701805000

The **Company** and the Participating Insurers shall also pay supplementary payments, as set forth in the paragraph of this Section entitled Supplementary payments, in the same proportions stated above.

The liability of the **Company** and any Participating Insurers shall be several and not joint. The **Company** shall not be liable under this Policy for any amount in excess of its limits of liability, regardless of any changes in circumstances, including, but not limited to change in terms, cancellation, removal or bankruptcy of any other participants. If the **Company's** limits of liability are exhausted by payment of **damages** or **claim expenses**, the **Company's** obligations shall be deemed completely fulfilled and extinguished.

Coverage hereunder shall apply in conformance with the provisions set forth in this Policy.

- II. The Section of the Policy entitled CONDITIONS is amended as follows:

The paragraph entitled Notice is amended by the addition of the following:

For the purposes of giving notice under subparagraphs (A), (B) and (C) of this Section, such notice shall be given to the **Company** at the address stated in Item 1 (B) and to the Participating Insurers stated above at the address set forth in paragraph 1 (A). Thereafter, the **Company** (or any substitute as may subsequently be appointed by



the **Company** and advised to the **Insured**) shall act on behalf of all insurers with respect to any such **claim** or notice of potential **claim**.

III. The Section of the Policy entitled **EXTENDED REPORTING PERIODS**, the subsection entitled **Extended reporting periods** limits of liability and deductibles, is amended by the addition of the following:

The **Company** and the Participating Insurers shall be responsible to pay their respective shares of any applicable **extended reporting period** limit of liability in the same percentages as set forth in paragraph II. of this endorsement.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## SERVICE OF SUIT ENDORSEMENT

It is hereby understood and agreed that the following provision is added to the Policy:

### SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suite or proceeding instituted by or on behalf of the Firm or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below-named as the person to whom the said officer is authorized to mail such process or true copy thereof.

Service of process in such suit shall be made upon:

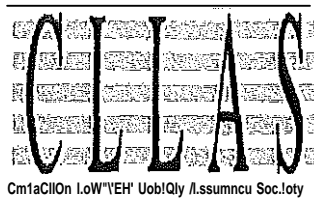
General Counsel  
Columbia Casualty Company  
333 S. Wabash Avenue  
Chicago, IL 60604

and in any suite instituted against such person upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

The General Counsel is authorized and directed to accept service of process on behalf of the Company in any such suit and, upon the request of the Firm, to give a written undertaking to the Firm that he will enter a general appearance upon the Companies behalf in the event such suit shall be instituted.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.





LEADER AGREEMENT BETWEEN  
CLLAS AND "CLLAS INTERNATIONAL" INSURERS  
RESOLUTION OF ALLOCATION DISPUTES


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

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


IN WITNESS WHEREOF the Parties have duly executed this Agreement on the dates indicated below.

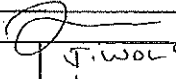
CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY	
By:	
Name:	Patrick Mahoney
Title:	General Manager
Date:	July 22, 2016


Approved as to  
Form 2-24-2012  
Law Dept.  
By: 

COLUMBIA CASUALTY COMPANY	
By:	
Name:	LAWRENCE J. BOYSEN
Title:	SVP & CORPORATE CONTROLLER
Date:	2/24/2017

NAUTILUS INSURANCE COMPANY	
By:	Ernest Fahien <small>Digitally signed by Ernest Fahien DN: cn=Ernest Fahien, o=Berkeley Select, ou=ERP, email=efahien@berkeleyselect.com, c=US Date: 2017.03.09 13:35:42 -0600</small>
Name:	Ernest Fahien
Title:	Executive Vice President
Date:	March 9, 2017

AXIS SURPLUS INSURANCE COMPANY	
By:	
Name:	John C. Lecci
Title:	Vice President
Date:	March 13, 2017

INDIAN HARBOUR INSURANCE COMPANY	
By:	
Name:	J. WOLS
Title:	ASSISTANT DIRECTOR
Date:	3/13/17

UNDERWRITERS AT LLOYDS, LONDON	
By:	
Name:	ANNA JAY
Title:	UNDERWRITER
Date:	15/03/17

PEM  
400

15  
3  
17  
ATL 1801

APPENDIX F

SCHEDULE OF CLAIMS AND NOTICES AS OF DECEMBER 31, 2017

---

Name of Firm: Torys LLP

Manually updated

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)  
Open and Closed Claims Report  
Torys LLP  
As at December 31, 2017

Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Disp. Code	CLLAS						Law Society					
							Payment			Reserve			Incurred Liability			Payment		
							Indemnity	Legal		Indemnity	Legal		Indemnity	Legal		Indemnity	Legal	Incurred Liability
CLLAS1988-017	DONALD B. ROGER	679806 ONTARIO	1987-12-01	1987-05-01	1988-09-01		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1988-027	GORDON ROSS CUNNINGHAM	CHARLOTTE & GRAHAM MUDGE	1988-04-01	1982-01-01	1992-06-01		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$40,344	\$40,344
CLLAS1988-034	BRIAN FLOOD	CHARTER HOUSE BANK	1988-03-01	1987-01-01	1993-12-31		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1988-049	JAMES G. COLEMAN	THE BOEING CO.	1988-04-01	1986-01-01	1990-03-15	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$8,264	\$8,264
CLLAS1988-050	REBECCA A. COWDERY	RESOURCES CANADA FUND	1988-06-01	1988-05-01	1990-05-15	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$1,661	\$1,661
CLLAS1989-002	ANTHONY L. MORIN	LLOYDS BANK CANADA	1988-07-01		1989-04-15		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1989-014	DOUGLAS C. BETTS	RECOUNT INVESTMENTS	1989-02-01	1989-02-01	1990-04-06		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1989-051	ROBERT P. ARMSTRONG	MONTREAL TRUST	1989-06-01	1989-04-01	1990-04-06		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1989-065	JOHN B. LASKIN	UNITED SERVICES FUND	1989-06-01	1988-06-15	1993-12-31	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1989-066	CHARLES F. SCOTT	RODRIGUES/83925 ONT.	1989-06-01	1983-11-01	1993-12-31		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1989-081	P.E.S. JEWETT	SUPERIOR PROPANE	1989-06-01	1989-01-01	1990-08-01	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$588	\$588
CLLAS1990-007-01	CHARLES F. SCOTT	REGINALD C. HOWE	1989-09-01	1987-05-01	1992-12-01		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$125,165	\$125,165
CLLAS1990-007-02	JAMES E.A. TURNER	REGINALD C. HOWE	1989-08-01	1989-04-01	1990-02-07	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1990-020	PAUL D. BLUNDY	BEKUM PLASTIC MACHINERY	1989-12-01	1988-12-01	1991-03-01	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1990-049	ROBER P. ARMSTRONG	ARIANN DEVELOPMENTS INCORPORATED	1989-11-10	1989-10-15	1990-01-15	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1990-052	MARIO FORTE	STERLING HOSIERY MILLS (1976) LTD	1990-04-12	1989-12-15	1991-09-01	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$674	\$674
CLLAS1990-090	LARRY TAMAN	SUPERIOR ENERQUIP CORPORATION	1990-06-15	1990-06-15	1990-08-29		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1990-099	CHRIS F. GINTHER	MEDIACOM INCORPORATED	1990-06-29	1989-03-31	1994-12-21	CPF	\$0	\$0		\$0	\$0		\$0	\$0		\$45,000	\$5,553	\$51,962
CLLAS1991-054	ARTHUR/ROSS KENNEDY	JENNIFER & SARAH POOLE	1991-01-01	1982-01-01	1991-09-01	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1991-057	KAREN A. MALATEST	WORLD WIDE EQUITIES GLOBAL STRATEGY FINANCIAL INC	1991-01-17	1989-05-01	1992-09-01	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$653	\$653

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)**  
Open and Closed Claims Report

Torys LLP

As at December 31, 2017

Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Disp. Code	CLLAS						Law Society					
							Payment			Incurred Liability			Payment			Reserve		
							Indemnity	Legal		Indemnity	Legal		Indemnity	Legal		Indemnity	Legal	Incurred Liability
CLLAS1991-106	MICHAEL A. PENNY	TEMISKAMING SPEAKER	1991-05-31	1991-01-31	1997-11-12	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$5,374
CLLAS1991-107	EDWARD J. BABIN	THE LOREN GROUP INC.	1991-05-21	1990-01-01	1991-08-01	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1991-108	J. A. REYES	DECOREX INC.	1991-06-01	1990-06-01	1993-04-30	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$870
CLLAS1991-126	MARY McCONKEY	ROYNAT INC.	1991-06-27	1986-10-01	1993-05-31	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1991-127	RICHARD A. CONWAY	THE PRUDENTIAL ASSURANCE CO. LTD.	1991-06-17	1990-12-01	1992-03-01	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1991-128	DONALD B. ROGER	ROYNAT LTD.	1991-06-30	1989-02-28	1994-12-20	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$3,762
CLLAS1992-003	RICHARD R. NEVILLE	FIRST CITY TRUST COMPANY	1991-07-16	1991-09-01	1993-05-31	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1992-024	STEPHEN R. RICHARDSON	MANUFACTURERS LIFE CAPITAL CORP.	1991-10-21	1985-12-01	1992-12-01	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$7,377
CLLAS1992-031	JOHN H. LOOSEMORE	THOMSON NEWSPAPERS CORPORATION	1991-10-31	1990-03-01	1992-05-01	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$709
CLLAS1992-039	JEAN POLAK	IZZY ASPER	1991-11-07	1991-11-01	1992-06-01	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1992-041	HEATHER G. HISEY	SUSAN STANN	1991-11-19	1989-06-01	1992-08-01	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$1,536
CLLAS1992-057	T.B.A. T.B.A.	TRITEN CORPORATION	1991-12-01	1990-09-01	1992-06-01	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1992-109	HEATHER HISEY	KATHRYN R. AIREY/SHEILA M. AIREY	1992-03-24	1992-02-02	1992-04-01	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1992-156	MICHAEL FELDMAN	DRESNER BANK OF CANADA	1992-06-19	1989-10-01	1992-12-01	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$6,210
CLLAS1992-157	James C. Bullie	ESTATE OF MAX TANNENBAUM	1992-06-30	1992-06-30	1994-06-30	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$3,856
CLLAS1992-158	PATRICIA JACKSON	CSABA REIDER	1992-06-30	1992-03-05	2002-02-04		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$217,402
CLLAS1992-159	Sandra Geddus	WELLINGTON INSURANCE CO.	1992-06-25	1991-05-01	1992-12-01	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1992-160	WILLIAM G. BEATTIE	MARGARET ANNETT	1992-06-30	1992-01-31	1995-04-03		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$4,942
CLLAS1992-019	THOMAS A. BOGART	PRUDENTIAL ASSURANCE CO.	1992-10-31	1991-07-31	1995-02-13	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$2,198
CLLAS1992-023	JOHN A. TORY	Sherry Brydson - Estate Freeze	1992-11-30	1971-06-30	1999-02-19	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$3,866



CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)  
Open and Closed Claims Report  
Torys LLP  
As at December 31, 2017

Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Disp Code	CLLAS						Law Society					
							Payment			Reserve			Incurred Liability			Payment		
							Indemnity	Legal		Indemnity	Legal		Indemnity	Legal		Indemnity	Legal	Incurred Liability
CLLAS1993-064	DOUGLAS C. BETTS	Dennis Hawley	1993-02-01	1990-03-01	1994-03-03	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$1,420
CLLAS1993-080	RICHARD R. NEVILLE	JOAN O'REILLY	1993-04-30	1980-01-31	1996-09-30	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$10,954
CLLAS1993-089	LAURENCE A. PATILLO	Toronto Dominion Bank	1993-04-07	1993-04-05	1993-06-30	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1993-092	ARTHUR A. KENNEDY	SEARS CANADA INC.	1993-04-30	1991-07-22	1995-04-06	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$5,990
CLLAS1993-097	JOHN A. TORY	Irma Brydson Estate of 1966	1992-11-30	1966-03-31	1999-02-19	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$3,525
CLLAS1993-098	JOHN A. TORY	Irma Brydson Estate (1966 Share Rts.)	1992-11-30	1966-03-31	1999-02-19	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$4,039
CLLAS1993-099	DAVID S. EHRLICH	Datle Financial Corp. Inc./Guildford Place	1993-04-30	1988-12-31	1994-09-07	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$24,886
CLLAS1993-137	PATRICIA D. JACKSON	Sidney Jaffe	1993-06-30	1990-01-01	1994-09-23	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$10,693
CLLAS1993-138	DOROTHY DeMERCHANT	Hollinger Inc.	1993-06-30	1991-01-31	1995-06-30	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$8,793
CLLAS1993-139	DESMOND J. MacKEY	Sun Life Assurance Co. of Canada et al	1993-06-30	1988-10-01	1993-12-01	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$1,664
CLLAS1993-140	TIMOTHY G. LEISHMAN	Canada Post	1993-06-30	1992-06-01	1994-09-07	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$1,394
CLLAS1994-003	JENNIFER E. AITKEN	Carol and Charles Pentland	1993-07-30	1993-02-01	1993-11-30	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1994-027	MICHAEL ROTSZTAIN	Ernst & Young Inc./Sunburst Orchard	1993-10-05	1991-06-01	1995-03-14	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$2,076
CLLAS1994-037	LINDA A. TELGARSKY	Dinnerex Developments Inc.	1993-10-22	1992-11-01	1994-03-24	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$2,380
CLLAS1994-043	H. Lorne Morphy	Government of Ontario	1993-11-04	1992-10-10	1994-06-22	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$3,032
CLLAS1994-052	RICHARD R. NEVILLE	Bank of Nova Scotia	1993-11-30	1992-01-01	1995-03-21	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$4,223
CLLAS1994-062	RICHARD A. CONWAY	MILLMAN LARRY	1993-12-30	1993-03-01	1995-12-31	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$1,054
CLLAS1994-085	DESMOND J. MacKEY	SUN LIFE ASSURANCE COMPANY OF CANADA	1994-03-03	1978-06-01	1995-04-19	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$74,713
CLLAS1994-149	Dawn Scott	Altamira Investment	1994-06-27	1991-11-01	1995-06-30	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS1994-150	John Laskin	Fasken Campbell Baker	1994-06-29	1990-03-01	1997-06-05	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$3,016
CLLAS1995-020	Arthur Kennedy	Brian Cavell	1994-10-12	1980-11-01	1995-02-24	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0

## As at December 31, 2017

[illegible]

## As at December 31, 2017

[illegible]

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)  
Open and Closed Claims Report  
Torys LLP  
As at December 31, 2017

				CLLAS				Law Society			
				Payment	Legal	Indemnity	Reserve	Incurred Liability	Payment	Legal	Indemnity
Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Disp. Code					
CLLAS1999-133	Dawn Scott	Altamira Investment Services	1999-06-30	1997-12-08	2000-02-29	NCP	\$0	\$0	\$0	\$0	\$0
CLLAS1999-134	Patricia Jackson	Murray Harman	1999-06-30	1999-01-01	1999-10-27	NCP	\$0	\$0	\$0	\$0	\$0
CLLAS2000-046	Christina Litz	Department of Justice	1999-11-04	1999-08-06	1999-11-11	NCP	\$0	\$0	\$0	\$0	\$0
CLLAS2000-047	Dianne Clark	GL&V Process Equipment Group Inc.	1999-10-27	1999-04-07	2000-09-14	NCP	\$0	\$0	\$0	\$0	\$0
CLLAS2000-048	Elizabeth Evans	Grosvenor Place Limited Partnership	1999-11-29	1999-10-15	2000-11-21	NCP	\$0	\$0	\$0	\$0	\$0
CLLAS2000-094	Sharon Howard-Lalid	Nicholas Pirnecio	2000-03-09	1999-12-13	2000-10-27	NCP	\$0	\$0	\$0	\$0	\$0
CLLAS2001-021	Lisa Boulton	Bradford Highlands Gold Club et al	2000-10-04	1999-05-07	2003-05-27		\$0	\$0	\$0	\$9,740	\$0
CLLAS2001-025	David Chernos	Stephen Vassilev	2000-10-13	2000-07-31	2001-02-16	NCP	\$0	\$0	\$0	\$0	\$0
CLLAS2001-077	Michael Thorley	Richhold Limited	2001-02-13	1989-02-28	2001-07-30	NCP	\$0	\$0	\$0	\$0	\$0
CLLAS2001-149	David Baird	William Aziz	2001-06-28	1996-03-01	2001-09-27	NCP	\$0	\$0	\$0	\$0	\$0
CLLAS2002-010	Mary Mullens	Genra Inc.	2001-08-01	2000-12-15	2003-06-11	NCP	\$0	\$0	\$0	\$0	\$0
CLLAS2002-011	Sandra Goddes	Dorsay Development Corporation	2001-08-02	2000-09-27	2001-12-27		\$0	\$0	\$0	\$93,842	\$10,153
CLLAS2002-068	HEATHER HISEY	Estate of Lillian Irene Webb	2001-11-15	1998-04-30	2002-03-28	NCP	\$0	\$0	\$0	\$0	\$0
CLLAS2002-072	Robert Mansell	TDL Group Limited	2001-11-16	1997-04-01	2003-06-25	NCP	\$0	\$0	\$0	\$8,326	\$0
CLLAS2002-209	Dan Dagan	Mediacom	2002-06-27	2002-06-01	2003-04-29	NCP	\$0	\$0	\$0	\$0	\$0
CLLAS2002-210	John Laskin	Donald Courtney and Julius Victor	2002-06-28	2002-01-01	2002-08-14	NCP	\$0	\$0	\$0	\$0	\$0
CLLAS2003-025	Hugh O'Reilly	The Innovation Group (TIG) Limited	2002-09-13	2001-06-12	2005-03-31	NCP	\$0	\$0	\$0	\$1,142	\$0
CLLAS2003-043	Darren Baccus	Richard Wah Kan (DreamCatcher Interactive)	2002-10-15	2002-08-01	2003-06-12	NCP	\$0	\$0	\$0	\$0	\$0
CLLAS2003-066	David Thomas	Fisher Gauge Limited	2002-11-14	2000-11-15	2003-06-12	NCP	\$0	\$0	\$0	\$0	\$0
CLLAS2003-192	Alex Porat	Youri and Anna Moushev	2003-06-05	2003-03-19	2003-06-24	NCP	\$0	\$0	\$0	\$0	\$0
CLLAS2003-200	Christina Medland	Paul Currie	2003-06-19		2004-11-28	NCP	\$0	\$0	\$0	\$0	\$0

## As at December 31, 2017

As at December 31, 2017

[illegible]

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)  
Open and Closed Claims Report  
Tortys LLP  
As at December 31, 2017

Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Disp. Code	CLLAS						Law Society					
							Payment			Incurred Liability			Payment			Reserve		
							Indemnity	Legal		Indemnity	Legal		Indemnity	Legal		Indemnity	Legal	Incurred Liability
CLLAS2006-114	Crawford Smith	First Capital (Canholdings) Corp.	2006-03-21	2005-12-15	2006-04-26	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2006-145	Victoria Blond	Viventia Biotech Inc	2006-05-16	2005-03-30	2006-07-25	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2006-157	Laura Paglia	Trevor Parry	2006-06-12	2004-09-01	2007-07-06	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2006-158	Phil Brown	Resolve Business Outsourcing Income Fund	2006-06-15		2006-11-27	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2006-165	BRIAN FLOOD	Canadian Salt Company	2006-06-16	2005-12-15	2008-12-31		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2006-169	James D. Scarlett	Centre Partners	2006-06-19		2007-02-15	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2006-170	Patricia Jackson	Magna Closures Inc.	2006-06-23	2005-11-05	2008-12-31		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2006-171	Darren Sukonick	Credit Union Central of Ontario Ltd	2006-06-22		2006-01-16	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2006-172	Geoffrey Dyer	Andrew McCan and family	2006-06-27	1998-06-01	2006-12-29	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2006-175	Natasha De Cicco	James Corcoran Holdings Ltd	2006-06-26	2004-12-31	2007-02-10		\$0	\$0		\$0	\$0		\$0	\$761		\$0	\$0	\$761
CLLAS2006-179	Kamleh Nicola	Pfizer Limited	2006-06-27	2006-04-10	2008-12-31		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2006-180	Kayon Malatest	Michael McClaw	2006-06-28	2006-11-19	2006-09-19	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2006-181	Mary Eberts	Slavia Skobla	2006-06-28	1992-04-21	2009-05-13		\$0	\$0		\$0	\$0		\$0	\$26,405		\$0	\$0	\$26,405
CLLAS2006-182	Michael Pickersgill	Dimethaid Research Inc.	2006-06-28	2004-12-31	2006-09-13	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2007-008	Joanne Nardi (P&T)	Specialty Foods Group	2006-07-20		2006-09-11	SNC	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2007-046	John Tobin	Skypower Corporation	2006-11-17	2005-12-16	2006-03-31	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2007-062	Theresa Fauconnier	Wyeth	2006-12-21		2007-01-12	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2007-081	Adam Delean	Countryside Power Income Fund	2007-01-12		2007-02-15	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2007-136	Peter Jewett	Algonia Steel	2007-06-20	2007-02-15	2007-06-28	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2007-139	Lucia ten Kortenaar	AEGON Canada	2007-06-18		2008-08-28	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0
CLLAS2007-144	Michael Pickersgill	Dimethaid Research Inc. (re OSC investigation)	2007-06-27	2007-01-01	2007-07-06	NCP	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	\$0

As at December 31, 2017

As at December 31, 2017

As at December 31, 2017

[illegible]

## As at December 31, 2017

[illegible]



Reviewed- NJI

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)  
Open and Closed Claims Report  
Torys LLP  
As at December 31, 2017

Claim No	Insured	Claimant	Report Date	Error Date	Close Date	Disp. Code	CLLAS				Law Society					
							Payment		Reserve		Incurred Liability	Payment		Reserve		Incurred Liability
							Indemnity	Legal	Indemnity	Legal		Indemnity	Legal	Indemnity	Legal	
CLLAS2012-159	Geoffrey Dyer	Ontario Teachers' Pension Plan	2012-06-06	2001-01-06	2015-02-12		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CLLAS2013-033	Don Roger	Ed Mirvish Enterprises Limited	2012-10-18	2011-11-02	2013-12-31	NCP	\$0	\$0	\$0	\$0	\$0	\$0	\$14,169	\$0	\$0	\$14,169
CLLAS2013-102	John Fabello	Michael Ciavarella	2013-02-19	2004-11-14	2015-06-09		\$0	\$0	\$0	\$0	\$0	\$0	\$41,905	\$0	\$0	\$41,905
CLLAS2013-157	Valerie Helbromer	GDF Suez Canada Inc.	2013-06-27		2013-07-05	NCP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CLLAS2013-164		Hydrogenics Corporation	2013-06-25				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CLLAS2014-021	Peter Ballantyne	RBC Capital Partners	2013-07-23	2003-02-25	2015-10-19	NCP	\$0	\$0	\$0	\$0	\$0	\$0	\$4,991	\$0	\$0	\$4,991
CLLAS2014-033	Andrew Bernstein	Pfizer	2013-11-29	2013-01-15			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,000	\$105,000
CLLAS2014-106	Janan Paskarn	Canadian Energy Services & Technology Corp. (CES)	2014-04-01	2013-06-30	2014-09-08	NCP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CLLAS2014-109	Scott Cochlan	National Bank Financial Inc.	2013-07-30	2012-01-26		NCP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CLLAS2014-134	Patricia Koval	Partners Real Estate Investment Trust (REIT)	2014-06-05	2014-02-15			\$0	\$0	\$2,500,000	\$0	\$2,500,000	\$60,000	\$364,578	\$500,000	\$75,422	\$1,000,000
CLLAS2015-041	Scott Cochlan	MacQuarie Capital Markets Canada	2014-10-07	2012-06-01			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CLLAS2015-044	Eileen McMahon	REG Life Sciences, LLC	2014-12-12	2014-09-19	2015-02-26	NCP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CLLAS2015-119	Michael Amm	Global Hunter Securities	2015-05-07	2012-08-30			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,000
CLLAS2015-121	Andrew Gray	Bank of Montreal (BMO)	2015-04-28	2015-01-26	2016-06-28	NCP	\$0	\$0	\$0	\$0	\$0	\$0	\$1,107	\$0	\$0	\$1,107
CLLAS2017-005	Michael Akkawi	Lu Barbuto	2016-07-18	2013-04-15	2016-12-06	NCP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CLLAS2017-057	John Terry	Sofina Foods Inc. (Lilhydale)	2016-11-09	2014-04-12	2017-12-13		\$0	\$0	\$0	\$0	\$0	\$0	\$2,615	\$0	\$42,385	\$45,000
CLLAS2017-134	David Seville	Manulife Financial Corporation	2017-04-10		2017-10-26		\$0	\$0	\$0	\$0	\$0	\$66,655	\$8,270	\$0	\$0	\$74,925
CLLAS2017-159	Kevin Morris	Home Capital Group Inc.	2017-06-14	2015-05-15			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000
CLLAS2018-006	Michael Akkawi	Libyan Post Telecommunications & Information Technology	2017-07-18	2015-10-01			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$234,999	\$234,999
Totals							\$35,712,997	\$ 3,737,124.10	\$ 2,500,000.00	\$ -	\$ 41,452,307.39	\$ 2,619,887.00	\$ 2,540,556.55	\$ 500,000.00	\$ 478,906.00	\$ 6,231,567.98

(VIA) (Karin Tudy) (Vendable LLP) (2018-02-15) ↓  
(2017-12-18)

CLLAS file 2018-076 - closed

APPENDIX G

RISK MANAGEMENT POLICIES AND PROCEDURES

---

Name of Firm: **Torys LLP**

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

See attached

## APPENDIX G

### RISK MANAGEMENT POLICIES AND PROCEDURES

---

Name of Firm: Torys LLP

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

Our risk management policies and procedures include the following:

1. The firm has a Risk Management Committee, a Director of Risk Management and a Risk Management Counsel to implement and oversee its risk management policies and procedures and recommend new initiatives. The objective is to adopt best practices in all of our offices. This Committee centralizes and expands various risk management responsibilities formerly handled by individual partners.
2. Before a file can be opened, all relevant names must be searched against a computerized data base. A pdf of the results of the search is sent by email to the lawyer requesting the new file. He or she is required to confirm (either electronically or in hard copy) that they have reviewed the search and that there is no conflict or that necessary consents have been obtained. To the extent that the search results in "hits" on confidential matters, a member of the Risk Management Committee is informed and is responsible for clearing any conflict issues relating to the confidential matters. The members of our Risk Management Committee are generally available to discuss and to assist in resolving contentious or difficult conflicts issues.
3. We have a customized electronic matter intake system. The system incorporates the requirements of LSUC By-Law 7.1. Among other things, the electronic system requires: (i) confirmation that conflicts have been cleared; (ii) a description of the new matter including the roles of the various parties; (iii) confirmation that an engagement letter has been sent or will be sent imminently; and (iv) information about the area of law involved and who will be the supervising lawyer. If the proposed new matter is for a new client, the lawyer must answer several questions regarding the proposed client's financial suitability and its reputation generally, and that information will be reviewed by a member of the Risk Management Committee who will approve or deny the request to take on the proposed new client. Clients to whom we have not docketed in 12 months are treated as new clients.
4. We require that engagement letters be prepared for each new matter unless an exemption is received from the Risk Management Committee. We have developed standard form letters that identify the client, describe the nature of the matter, list

the parties who have been searched for conflict purposes, identify any conflict issues, include consents as necessary, include provisions to address joint engagements as necessary, etc. Members of the Risk Management Committee are available to assist lawyers with drafting their engagement letters.

5. Consent of the firm's managing partner, in consultation with the Risk Management Committee, is required before a lawyer is permitted to accept any outside directorship. The organization on whose board the lawyer/director proposes to sit must acknowledge that the person is serving as director in their personal capacity and not as a representative of Torys and will not be providing legal advice to the organization.
6. We have an extensive system of internally generated legal memoranda which are maintained by our Director of Knowledge Management.
7. Each new lawyer is assigned a senior mentor and a junior mentor for their first three years at the firm.
8. We have an extensive in-house program of orientation and continuing education. This consists of a structured set of programs for new lawyers and periodic firm-wide presentations on topics of current interest/importance. This is under the overall supervision of the Director of Professional Resources.
9. We periodically hold similar firm-wide training sessions on matters specifically related to risk management. These sessions are mandatory. Examples include a session on information technology and risk with an emphasis on confidentiality, cyber security and the perils of mobile devices, and a session on the management of material undisclosed information and trading in securities. Our most recent session introduced the firm's policy on Gifts and Entertainment.

Our lateral hires also receive training upon their arrival at the firm through a structured set of programs. That training includes a session with our Director of Risk Management or our Risk Management Counsel.

10. Designated partners act as workload coordinators in various departments (e.g. corporate, litigation) to ensure that new work is distributed evenly among junior lawyers and that no lawyer is overloaded with work in relation to his or her peers.
11. Associates are reviewed annually to, among other things, identify potential problem areas and ensure that the associate is developing at the appropriate pace.
12. Partners are reviewed annually. One element of the review examines their interaction with junior lawyers on files they are supervising to ensure that proper leadership and guidance is being given. The process includes upstream feedback pursuant to which the junior lawyers are asked to assess the partners' performance in these areas.
13. Partner compensation is based on an assessment of each partner's overall

contribution to the firm and not on a formula basis. The assessment takes into account team building behaviour, professional competence, business and practice building, client responsibility, thought leadership, development of other partners and associates, financial contribution, file responsibility and management, firm responsibilities, practice management, collegiality, firm reputation building, market factors, and overall effort, commitment and accomplishment. The firm does not track "origination credits".

14. The various practice groups within the firm (e.g. tax, litigation, intellectual property) hold regular meetings to give all members of the group a chance to keep up-to-date on their area of practice.
15. Our lawyers practice as members of a larger team and not as sole practitioners within the firm. We make a conscious effort to ensure that there are no "silos." The majority of our matters are large matters staffed by many lawyers.
16. The firm maintains a limitation reminder system. When a file is opened or a matter received which involves a potential limitation period, a form must be completed. This information is then entered in our electronic limitation system and periodic reminders are sent to the lawyers involved.
17. Each client has a designated client relationship partner, who in turn designates a responsible lawyer and a billing lawyer (in appropriate cases, one lawyer can fill all three positions).
18. The client relationship partner and at least one other partner must review opinions of any complexity.
19. Two research partners are available to consult on complex opinions.
20. Our Director of Risk Management handles all claims reporting and is available to discuss circumstances that could result in a claim. She reports all claims and reportable circumstances.
21. We have the latest on-line research facilities available in-house.
22. All trades in publicly-held securities by employees of the firm and, in certain cases, their families must be pre-approved by the firm. This is intended to reduce the possibility of trades being made in circumstances where the firm is in possession of material undisclosed information concerning the issuer whose securities are being traded.
23. The firm has a professional manual through which all lawyers familiarize themselves with the firm's policies, procedures and requirements. These include the policies referred to in the foregoing sections. Seminars are held for, and practice notes and matters of professional interest are communicated to, all lawyers on a regular basis to ensure that they are made aware of all recent developments in the law. Lawyers are required to confirm their understanding of, and familiarity with the firm's risk management policies on an annual basis.
24. In 2004, 2010, and again in 2015 the firm hired an external consultant to conduct a risk management audit of the firm. The 2015 report noted that "[t]he firm has

an excellent approach to professional liability risk management and strong management support for professional liability risk management.”

APPENDIX H  
CYBER LIABILITY

---

Name of Firm: Torys LLP

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?

Cindy Bordin, Chief Operating Officer

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

---

Name of Firm: Torys LLP


[Home](#) [My LAWPRO](#) [Contact Us](#) [Site Map](#)
 
[E&O Insurance](#)
[Excess Insurance](#)
[practicePRO](#)
[TitlePLUS](#)
[Careers](#)
[About LAWPRO](#)
[My LAWPRO > File Online > Confirmation](#)

## My LAWPRO®

LAWPRO Firm#: A062190

Firm Name: TORYS LLP

Your filing has been submitted to LAWPRO Customer Service.

Your confirmation number is:

P2248084

(Filed on: 2017-11-06 5:02:00 PM)

Please record this confirmation number in a secure location as it confirms your filing as follows:

### \* Professional Liability Insurance Application - Firm Renewal

Customer Service will process your application shortly, and your 2018 policy documentation and premium invoices will be made available online for you to view or download, in a secure page on our website, when complete.

**Note:** The following lawyers are currently listed as members of your firm. However, they may not be automatically included in your firm's 2018 renewal, as additional filings may be required from the individual lawyers, as described below:

LSUC#	Last Name	First Name
41641U	BALASUBRAMANIAN	AMANDA CECILIA

#### EXEMPT: A

This LAWYER has been exempt but has recently been added to your firm listing.

- If the LAWYER has commenced practice with your firm in 2017, the LAWYER must complete an Application form for New Applicants. The LAWYER will be added to the Firm's Renewal filing when the New Applicant's application form is submitted for the LAWYER.
- If this LAWYER is not commencing practice with your firm, please click the "Remove" button to the right of the LAWYER name.

73201M	GAOSDEN-CHUNG	YU SEON
--------	---------------	---------

#### EXEMPT: A

This LAWYER has been exempt but has recently been added to your firm listing.

- If the LAWYER has commenced practice with your firm in 2017, the LAWYER must complete an Application form for New Applicants. The LAWYER will be added to the Firm's Renewal filing when the New Applicant's application form is submitted for the LAWYER.
- If this LAWYER is not commencing practice with your firm, please click the "Remove" button to the right of the LAWYER name.

69204N	PERLMAN	ALLISON LEANNE
--------	---------	----------------

#### EXEMPT: E

This LAWYER has been exempt but has recently been added to your firm listing.

- If the LAWYER has commenced practice with your firm in 2017, the LAWYER must complete an Application form for New Applicants. The LAWYER will be added to the Firm's Renewal filing when the New Applicant's application form is submitted for the LAWYER.
- If this LAWYER is not commencing practice with your firm, please click the "Remove" button to the right of the LAWYER name.

**Did you know:** You may refer to the "E-Filing History" tab on your [MY LAWPRO](#) page for a full record of all efilings completed on the LAWPRO website by you or on your behalf within the last 5 years.

[Return to My LAWPRO.](#)

For more information about this form, please contact LAWPRO Customer Service at: 1-800-410-1013, or (416) 598-5899 in Toronto or via e-mail at [service@lawpro.ca](mailto:service@lawpro.ca).

© 2017 Lawyers' Professional Indemnity Company (LAWPRO). All Rights Reserved.

[Privacy](#) | [Legal](#) | [Terms & Conditions](#) | [Refunds & Returns](#) | [Feedback](#) | [Accessibility](#) | [Anti-Spam](#)


[Home](#) [My LAWPRO](#) [Contact Us](#) [Site Map](#)
 
[E&O Insurance](#)
[Excess Insurance](#)
[practicePRO](#)
[TitlePLUS](#)
[Careers](#)
[About LAWPRO](#)
[My LAWPRO > File Online > Firm Summary Form](#)

## My LAWPRO®

### Online 2018 Firm Summary Form

[FAQs](#)

**NOTE:** For the purposes of this Application, LAWYER means each person who holds a Class L1 licence pursuant to the by-laws of the *Law Society Act*.

Please review carefully. To make further changes or corrections before submitting, click on the Tabbed section of the application. Press the 'Submit now' button at the end of this review to complete the online filing.

A062190 TORYS LLP

<a href="#">Instructions</a>	<a href="#">Firm Information</a>	<a href="#">Member List</a>	<a href="#">Coverage Options</a>	<a href="#">Payment Information</a>	<a href="#">Warranty &amp; Signature</a>
------------------------------	----------------------------------	-----------------------------	----------------------------------	-------------------------------------	--

#### General LAW FIRM Information

- 1. Name of LAW FIRM:** TORYS LLP

**Address:** #3000 - 79 WELLINGTON ST WEST  
BOX 270, TD CENTRE  
TORONTO, ON  
M5K 1N2

**Phone Number:** 416-865-0040<sup>®</sup>

**Fax Number:** 416-865-7380<sup>®</sup>

**E-mail address:** sbhayat@torys.com

**Firm Website(s):** www.torys.com/

**Managing Partner/LAWYER:** 27865B – LESLIE MARK VINER

**Office Admin./Manager:** KIMBERLY M. SHELDRAKE-HEAD

**Claims Contact:** JULIA HOLLAND

**CPD Contact:** DEBORAH DALFEN

**Nature of Law Practice:** Partnership - LLP
- 2. Contact name and title:**  
Indicate the preferred firm contact for insurance matters.

**Name:** Julia Holland

**Title:** Director, Risk Management
- 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.

259
- 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.

379
- 5. Excess liability insurance:**  
Indicate the name of the insurer and excess liability insurance limits. Limits are in addition to the required \$1 million per CLAIM/\$2 million in the aggregate primary LAWPRO policy limits.

**Your excess insurers include:**  
Canadian Lawyers' Liability Assurance Society

**Total Excess Liability Limits:**  
per CLAIM/aggregate above LAWPRO POLICY limits (for all Excess coverage carried)

\$ 49 Million per claim  
\$ 49 Million aggregate

#### 6. Volume Billings:

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

Average Gross Billings (select one):

AV14 - Average Gross Billings: over \$500,000

#### Firm Member List

Listed below are the names and LSUC numbers for all partners, associates and/or employed LAWYERS in the LAW FIRM, who are to be included in this application for Professional Liability insurance.

**R** - LAWYER Removed; **N** - New LAWYER; **U** - LAWYER info Updated.

LSUC#	Last Name	First Name	Status
62086P	ABRAHAMSON	STEPHEN ERIC	
41809P	AKKAWI	MICHAEL FIRAS EDWARD	
40324Q	AMM	MICHAEL DAVID	
68646W	ARMITAGE	KEVIN ALISTAIR	
40750U	ARMSTRONG	ADAM STEVEN	
37728H	ASSAF	DANY HASSEN	
70519D	AU	SHARON SHEUNG YAN	
34068U	AZIZ	PETER ALLAN	
30550K	BAILEY	TRIANAFYLIA	
29376R	BAIN	MARK WILLIAM STEWART	
20459A	BALFOUR	RICHARD JAMES	
56699U	BANACK	ADAM HENRY	
56046H	BECKER	JAMIE MATTHEW	
51839E	BELL	DONALD ROSSLYN MURRAY	
40761K	BELL	SCOTT WYNSHIP	
60933O	BENNETT	SULTANA LILY-ROSE	
63949R	BERDITCHEVSKI	VITALI	
45594J	BERMAN	GUY	
42191F	BERNSTEIN	ANDREW ELLIOT	
66842T	BERTRAND	MARIE JEANINE GENEVIEVE	
62114J	BHANJI	NOOREEN	
52474F	BHASIN	AMARPREET SINGH	
52187R	BHOJANI	SAIRA	
53927H	BIENENSTOCK	Yael SARAH	
41629A	BISH	DAVID BRUCE	
63565P	BISHOP	JESSICA ELIZABETH	
14089N	BLOCK	SHEILA RUTH	
37006F	BOMHOF	SCOTT ALEXANDER	
21588K	BRYERS	JACQUELINE RUTH	
52197L	BUDOVITCH	PAUL ROSS	
22642N	CAMERON	ROBERT JOHN	
22646U	CARDARELLI	CORRADO	
64342B	CARTER	SARAH ALISON KATHLEEN	
50702D	CESCON	JONATHAN RONALD	
26848N	CHAIKOF	DAVID ARON	
65826E	CHAN	KAR-LOK ALBERT	
72161V	CHAPMAN	PATRICK JOSEPH ROBERT	
68039H	CHUNG	CRYSTAL SUE-TAO	
73153H	CLARKIN	NICHOLAS ALEXANDER	
36663C	COCKBURN	MATTHEW WILLIAM	
62143S	COODIN	LILY EMMA	
63605S	COURTOIS	SOPHIE ALEXANDRA	
65463J	COUSENS	MICHELE ELYSE	
71135M	CRAWFORD	JUSTIN STANLEY	
57385O	CROCKETT	MORGAN JEAN	
72181J	CUMBO-STEINMETZ	SHALOM	
58243V	DANG	SUMEET S.	
70264A	DANIELS	JOSHUA ARTHUR	
66245V	DANIELS	MARISSA ALIX	
72184U	DANIS	STACEY LAUREN	
59774G	DE FREITAS	TASHA LEINORE	
70269D	DEBONO	EMILY CARMEN	
31017V	DELEAN	ADAM ETIENNE	
33225C	DELL	DAVID ALAN	
29451Q	DEMARINIS	ANTONIO	
61461T	DERWA	ZIRJAN JOHAN	
07829S	DESLAURIERS	WILLIAM JAMES	
57077T	DI PAOLO	ADRIENNE BERNADETTE	
50727R	DINGLE	GILLIAN BLYTHE	
19848Q	DONOVAN	STEPHEN JOHN ARTHUR	
72194O	DOST	MITCHELL THOMAS	
60073L	DOUBILET	DANIEL ADAM	
51617V	DRASSINOWER	ABRAHAM	
69606L	DUCHESNEAU	VALERIE MARIE MICHELE	



60415W	DUFRESNE	YOLANDE GISELE MARIE
60078O	DUKE	LAURIE NADINE
49540H	DYCK	TYSON WAYNE
73176G	EARLE	JESSICA ERIN
19860N	ELLIS	ELIZABETH ANN
41664T	EMANOILIDIS	JOHN EVANGELOS
43251H	EMES	AARON SCOTT
13979K	ESTEY	WILFRED MCKINNON
55814L	EVANS	HUW ROSSER
35449W	FABELLO	JOHN ANTHONY
46858V	FAN	TAT KAU
65490D	FATT	ROBERT MCCLUER
23693N	FELDMAN	MICHAEL KEVIN
63645R	FENTON	JORDAN MICHAEL
29479S	FORD	DANIEL ARTHUR GERARD
62178D	FORRESTER	DAVID COURTNEY
46615I	FORTIER	MICHAEL JOSEPH
43925I	FRAZER	MITCHELL SAMSON
72877N	GENG	HONGYI
28036O	GERAGHTY	SHARON CECILIA
21551K	GEVA	BENJAMIN
37811I	GHERBAZ	SABRINA ALISON
57681A	GIBBONS	ANDREW GERARD
67279V	GINGRAS	MARIE-EVE JACQUELINE SYLVIE
57116D	GLEN	ADRIENNE ANNE
67762F	GOLDSTEIN	ALEXANDRA MARGAUX BRABAND
63677O	GOTFRIT	SHANNON FARRAH
60107E	GOTOWIEC	JAMES ALEXANDER
46626V	GRAY	ANDREW DUNCAN
67773S	GUEST	LARA
70605P	HARMON	RILEY JAMES
61870A	HASTINGS	NICOLE LORRAINE
72894N	HE	JESSICA SIYANG
37836W	HELBRONNER	VALERIE IRENE
66307E	HENNICK	ALLISON FAITH
38272Q	HILL	KRISTA FAYE
37843F	HISCOCKS	DARRYL ROY
32881D	HOLLAND	JULIA EVELYN
43946P	HONG	SANG-HOON (JIM)
59823H	HOOPER	WILLIAM LEE
72900E	HORA	VIDUSHI BHARAT
65540A	HORWITZ	SIMONNE LEORA
64080P	HOUSE	FRAZER KEEGAN MAYNARD
64433Q	HULME	LAUREN MICHELLE
64083D	HUNDAL	KANWARBIR STEVE SINGH
11777Q	IACOBUCCI	FRANK
70325K	IBRAHIM	SELAMAWIT DAWED
68768P	INNES	CHRISTINE WILLSON
68448L	JACKSON	LEORA AHUVA
18466S	JACKSON	PATRICIA DIANE
68452G	JASON	MICHAEL MCPHERSON
63705I	JEBSON	BRADEN JAMES HENDRICK
13963R	JEWETT	PETER EDWARD SPENCER
35922M	JOHNSON	GLEN ROY
47401P	JOHNSON	RICHARD WILLIAM
65945J	KARA	IRFAN
29924S	KEEFE	BLAIR WILLIAM
34735D	KEIZER	LORNE CHARLES
67806P	KELSALL	GEOFFREY GRAYDON
65949Q	KENNEDY	NICHOLAS EDWARD
70341O	KHAZZAM	LYNN ARIEL
65573Q	KIM	MIN SUK
60152R	KNETEMAN	CHRISTIE JEANNINE
38301G	KNOWLING	SIMON CRAIG
64897Q	KOMARNICKI	VANESSA ADRIANA MICHELLE
37878N	KOZISKIE	CAMERON DARRYL
40237I	KRAAG	SCOTT ALEXANDER
35952R	KWASNIEWSKI	BERNARD JOSEPH
57470H	LAKE	KONATA TACUMA
69151F	LASKIN	ARIA SARIT KRONITZ
57174V	LAVINE	JOSHUA DAVID
63740E	LAX	THOMAS RYAN
65973W	LEE	TAQ-YANG
58639J	LEIBEL	ROBERT LEWIS
62253C	LEITH	DAVID NEAL
51636N	LENNON	JENNIFER LYNNE
51359T	MACDONALD	MARTHA KATE
46939T	MACKAY	TARA ANN
36793U	MAHONY	DENNIS EDWARD
56115T	MANSOORI	NINA
58356Q	MANTINI	NICOLE LEE
41114H	MCCALLUM	HELEN LESLIE
29662J	MCCUTCHEON	JILL ELIZABETH
27011M	MCMAHON	EILEEN MARGARET

50227V	MCMAHON	PATRICIA IRENE
23153S	MCNAMARA	WILLIAM WALLACE JOSEPH GEORGE
73280O	MEGUID	MICHAEL JONATHAN
66015N	MILLAR	DANIEL JAMIE
57210R	MIR-SAEIDI	SHIRIN
64526A	MISSAGHIE	RICHARD AFSHIN
59010N	MONAS	ELI SIMON
34803T	MOORE	KATHRYN ELIZABETH
70689U	MORIN	CAITLIN HANNAH
28577F	MORRIS	KELLY JANE
34804P	MORRIS	KEVIN MICHAEL
64168I	MOSKOWITZ	REBECCA MICHELLE
71004V	MURPHY	MICHAEL VINCENT
49869V	MYERS	JONATHAN MITCHELL
68521S	NEIL	STEPHEN RONALD
37243T	NELLES	CAROLINE MICHELLE
51381K	NESBITT	LEONARD NORMAN
40968I	NICKERSON	SUSAN LOUISE
59902N	OLUSOGA	ADEYINKA OLUWAGBEMISOLA
60813N	OPOLSKY	JEREMY ROBERT
42724V	OUTERBRIDGE	DAVID JOHN
72689T	OVERING	TAYLOR ROBERT FREDERIC
64190W	PAULS	RACHAEL ANNE
73001J	PAVLOV	TIMOFEY
68865R	PAYNE	OWEN STUART
56904S	PETERSON	ALEXANDRA ANNE
42098K	PICKERSGILL	MICHAEL THOMAS
38400A	PLUMPTON	LINDA MARIE
67893T	POSEN	JACOB DAVID
37973A	POWYS-LYBBE	KARRIN ANN
62338H	PRADO	MELISSA JUDITH
18299I	PRICHARD	JOHN ROBERT STOBO
49405V	RAHMAN	SYED EBAD-UR
47427C	RAMCHANDANI	RIMA
53824G	RAMSEY	JOEL DAVID
68550E	RAMSVIK	ALEKSANDRA KRISTYNE
44648C	RAWLINSON	HENRY GRAHAM
54406P	REGULY	TERESA ANN
68554L	REN	HE
67059H	REYNAUD	PATRICK JEAN ROY
57239P	REYNOLDS	MOLLY MARGARET
42490C	RICHTER	CHRISTOPHER LUND
48393U	ROCKMAN	NADINE SUSAN
54834L	RODRIGUE	SYLVIE MARIE THERESE MARCELLE
20044U	ROGER	DONALD BARCLAY
55654H	ROUNDING ATKEY	MATTHEW RONALD
41766B	ROWAND	MELANIE YVONNE SHARMAN
70120E	SAKO	EMMA YOSHIE
70121A	SALIMI	TEKIN MAXIMILIAN
67921N	SAULNIER	BRETT ROBERT JOSEPH
55661N	SEERS	MYRIAM MARIE
41025H	SEVILLE	DAVID ALEXANDER
34880G	SHAUGHNESSY	ANDREW MARK
68901N	SHAUNESSY	EDWIN PATRICK JOHN
66472S	SHAW	ROBERT EDWARD PILKINGTON
59959B	SHEERAZI	SHAAN ZEHRA
68903F	SHELLEY	ALEXANDRA KIMBERLY WELLS
67932D	SHERKEY	EMILY SUZANNE
70748P	SHIFF	DAVIDA ELIANA STARKMAN
66477V	SIGURDSON	LAURA NICOLE
70137Q	SILVER	JONATHAN SCOTT
44439B	SILVERMAN	STEPHEN ANDREW
70755V	SINGH	MANPREET
54433J	SLAVENS	ADAM MARCUS
59963T	SLAVENS	STEVEN BRET
42131S	SMITH	CRAWFORD GLENDON
70146O	SSOZI	ISABELLA MBAZIIRA
34487S	STEELE	DAVID ANGUS
73062P	STEELE	MICHAEL BRETT
42344D	STERNBERG	ARLEN KID
62743E	STEVENSON	THOMAS COREY
30890C	SYMMONDS	PHILIP DAVID ALBERT
44672I	TALBOT	LISA KIMBERLEY
58769E	TANEVA-PARASHKEVOVA	PAULINA VALENTI
64637D	TARTICK	BRADLEY ROBERT
73078I	TEICHMAN	JOSHUA DAVID
32078P	TERRY	JOHN ALEXANDER
29717J	TOBIN	JOHN JOSEPH
42433D	TOLIAS	SOPHIA
23280C	TORY	JAMES CHRISTOPHER
61092O	TOWELL	LEAH CHRISTINE
53608W	TOWNSEND	KAREN JEAN
62404I	TRIVUN	MARKO
49931P	TUOHY	KEVIN JOSEPH
66133W	UNGER	BRIAN JAMES

59567U	UNRUCH	RYAN NOAH
59570T	VAN DEURZEN	JOSHUA FRANK
27865B	VINER	LESLIE MARK
41079H	VOGELESANG	CHRISTINE LISA
38058B	WAKIL	OMAR KAREM
62428D	WALL	KEVIN JAMES
73090F	WALL	NICHOLAS POWER
41964M	WATSON	GWENDOLYN GRACE
64669A	WEINSTOCK	JACOB COBY
33114W	WEISZ	JONATHAN BENJAMIN
70788O	WEYMAN	JONATHAN TOSHACH
61104E	WHITMORE	SARAH ELISE
51191B	WILLIAMS	SIMON JEFFREY CHARLES
27160W	WILLOUGHBY	RICHARD GRAEME
60005W	WISE	REBECCA LYNN
47309Q	WONG	HO KAY
72439A	WONG	JUSTIN BROOK DANIEL
42997Q	WORDEN	WILLIAM GRANT
32520E	WORTSMAN	JERALD MARTIN
45848Q	WRIGHT	CORNELL CHARLES VINCENT
44694L	YEO	THOMAS HARTLEY
52727Q	ZACKHEIM	MICHAEL BENJAMIN
50137C	ZEMANEK	MILOSZ ANDRZEJ
44696D	ZVERINA	THOMAS JOSEPH
26069I	ARELLANO	IAN WALTER JOSEPH
54266K	HARNICK	ALISON GAIL



Number of LAWYERS practising in the firm: 257

The following LAWYERS are currently listed as members of your firm. However, they may not be automatically included in your firm's 2018 renewal, as additional filings may be required from the individual LAWYERS, as described below:

41641U BALASUBRAMANIAN AMANDA CECILIA

**EXEMPT: A**

This LAWYER has been exempt but has recently been added to your firm listing.

- If the LAWYER has commenced practice with your firm in 2017, the LAWYER must complete an Application form for New Applicants. The LAWYER will be added to the Firm's Renewal filing when the New Applicant's application form is submitted for the LAWYER.
- If this LAWYER is not commencing practice with your firm, please click the "Remove" button to the right of the LAWYER name.

73201M GADSDEN-CHUNG YU SEON

**EXEMPT: A**

This LAWYER has been exempt but has recently been added to your firm listing.

- If the LAWYER has commenced practice with your firm in 2017, the LAWYER must complete an Application form for New Applicants. The LAWYER will be added to the Firm's Renewal filing when the New Applicant's application form is submitted for the LAWYER.
- If this LAWYER is not commencing practice with your firm, please click the "Remove" button to the right of the LAWYER name.

69204N PERLMAN ALLISON LEANNE



**EXEMPT: E**

This LAWYER has been exempt but has recently been added to your firm listing.

- If the LAWYER has commenced practice with your firm in 2017, the LAWYER must complete an Application form for New Applicants. The LAWYER will be added to the Firm's Renewal filing when the New Applicant's application form is submitted for the LAWYER.
- If this LAWYER is not commencing practice with your firm, please click the "Remove" button to the right of the LAWYER name.

## LAW FIRM's Coverage Options

**7. DEDUCTIBLE Option:**

\$25,000 DEDUCTIBLE applicable to claim expenses, indemnity payments, and/or costs of repairs together

**8. Innocent Party Coverage sublimit:**

\$250,000 per claim/aggregate

**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: 12

## 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

If the LAWYERS' 2018 insurance premiums will be paid by a third party as described above, the undersigned LAWYER agrees to obtain the consent of the third party authorizing the transaction and providing for the use and disclosure of personal information in accordance with privacy legislation that came into effect on January 1, 2004

**12. Instalment Option:**

Lump sum payment by cheque, dated and received by February 6, 2018 (eligible for \$50 plus PST per LAWYER discount).

**16. Mail/fax your premium payment information:**

No

**17. 2018 Invoicing Information:**

Your firm's 2018 insurance premium invoice will be available in electronic form from this website 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:	(lviner@torys.com)
LAW FIRM Office Administrator/Manager:	(ksheldrake@torys.com)
LAW FIRM CPD Contact:	(ddalfen@torys.com)
LAW FIRM CLAIMS Contact:	(jholland@torys.com)
Filer (as indicated in question 19):	(sbhayat@torys.com)

**CLAIM(S) & POTENTIAL CLAIM(S)**

18. All members and employees of your LAW FIRM should be canvassed to determine if any member or employee of the LAW FIRM is aware of any CLAIM(S) or POTENTIAL CLAIM(S) of which LAWPRO has not been notified under the Law Society of Upper Canada program.

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

**Filer Information**

19. **Name, Phone and E-mail:** (this information may be shared with the LAWYER(s) on whose behalf you are filing.)

Name: Saajid Bhayat

Phone: 416-865-3691

E-mail: sbhayat@torys.com

Your Comments and/or Suggestions:

A confirmation email will be sent to sbhayat@torys.com upon submission.

**Firm Summary Warranty & Signature**

This Declaration shall constitute and form part of the 2018 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 2018.

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 Declaration above.

*If you wish to make a further change or correction, click on the appropriate Tab at the top of this form to return to the relevant section of the application. Then Review the application again.*

*Once you have reviewed your completed form and are satisfied that no additional changes need to be made, proceed as follows:*

- Print a copy of the Application for your records, using the print function in your browser.
- If you selected credit card as the payment option, see next section below to complete the submission of this form. Otherwise, click on the 'Submit' button below to e-file your firm application.
- You will automatically be provided with a confirmation number once you have submitted your form, to verify that you have successfully completed the e-filing process. Record your confirmation number with your printed application.

**Submit**

For more information about this form, please contact LAWPRO Customer Service at: 1-800-410-1013, or (416) 598-5899 in Toronto or via e-mail at [service@lawpro.ca](mailto:service@lawpro.ca).

© 2017 Lawyers' Professional Indemnity Company (LAWPRO). All Rights Reserved.

[Privacy](#) | [Legal](#) | [Terms & Conditions](#) | [Refunds & Returns](#) | [Feedback](#) | [Accessibility](#) | [Anti-Spam](#)