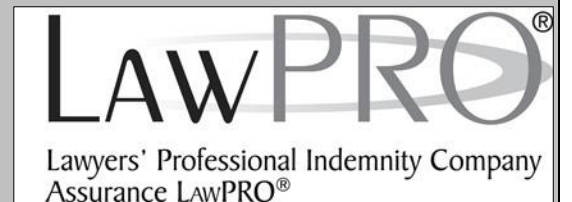


Mobility exemption rule: Can I stop paying my Ontario law society program insurance

(i.e. Can I qualify for exemption from payment of the Law Society of Upper Canada insurance premium levies under the mobility exemption rule - Exemption Eligibility Rule (g))?

| | Another common-law province <small>(AB, BC, MB, NB, NL, NS, PE, SK)</small> | Territory <small>(NT, NU, YT)</small> | Quebec |
|--|--|--|--|
| <p>I'm an Ontario LAWYER, and am not called in, but</p> <p>I want to work temporarily in...</p> | <p>No*, under the temporary mobility rules established under the <i>National Mobility Agreement</i>, you are required to maintain insurance in your "home" jurisdiction while working temporarily in a "host" jurisdiction. The expectation is that the LAWYER'S Ontario POLICY would respond in the event of a CLAIM relating to the temporary work in the host jurisdiction.***</p> | <p>Under the <i>Territorial Mobility Agreement</i> there is no provision for temporary mobility between the provinces and the territories. For more on this, please contact the Law Society of Upper Canada or the applicable territory's law society.</p> | <p>No*, under the <i>Quebec Mobility Agreement</i>, Ontario LAWYERS who are certified as Canadian Legal Advisors by the Barreau du Québec are required to maintain insurance in Ontario. The expectation is that the LAWYER'S Ontario POLICY would respond in the event of a CLAIM relating to the services provided by the LAWYER in his/her capacity as a Canadian Legal Advisor in Quebec.***</p> |
| <p>I'm licensed and reside in Ontario, but</p> <p>I'm also licensed in...</p> | <p>No*, not if you are practising and resident in Ontario. If LAWYERS are called in multiple common-law provinces or territories, the jurisdiction in which the LAWYERS are resident determines which law society insurance coverage must be maintained. LAWYERS may, however, qualify for exemption in the other common law provinces/territories where they are called and practising, but not resident. The expectation is that the LAWYERS' Ontario POLICY will respond in the event of a CLAIM relating to the LAWYERS' practice in another Canadian common-law province or territory in which the LAWYERS are licensed, but not resident.***</p> | | <p>No*, not if you are practising and resident in Ontario. Quebec is not a RECIPROCATING JURISDICTION for the purposes of exemption eligibility. Unlike the other provinces and territories, a LAWYER called and practising in Ontario and Quebec will be required to maintain insurance in both jurisdictions. The Ontario POLICY would not be expected to respond to CLAIMS arising from the LAWYER'S practice in Quebec, and likewise, the LAWYER'S policy issued on behalf of the Barreau du Québec would not be expected to respond to CLAIMS relating to the LAWYER'S Ontario practice. LAWYERS' professional time devoted to the practice of law in Quebec will not be considered when determining eligibility for the Part-Time Practice Option, making it easier for LAWYERS called in Ontario and Quebec.</p> |
| <p>I'm licensed and sometimes practise in Ontario, but I'm also licensed and</p> <p>am resident in...</p> | <p>Yes**, provided the LAWYER maintains the mandatory law society insurance in the common-law province or territory in which the LAWYER is normally resident. In the event of a CLAIM arising for PROFESSIONAL SERVICES provided after the LAWYER has gone on exemption in Ontario, the policy issued by the law society in which the LAWYER is resident would be expected to respond, even if the CLAIM relates to the laws of or your practice of law in Ontario.</p> | | <p>Not unless you are deemed resident in another common-law province in which you are also licensed and carrying the mandatory law society insurance. As Quebec is not a RECIPROCATING JURISDICTION for the purposes of exemption eligibility, LAWYERS called and practising in Quebec and one or more common-law provinces or territories must maintain a minimum of two policies of insurance: one for the risk associated with the Quebec practice, and one for the risk arising from any Canadian common-law jurisdiction's(s') practice.</p> |
| <p>I want to practise temporarily in Ontario, while</p> <p>I'm licensed and resident in...</p> | <p>If you are not licensed in Ontario as an L1 Licensee, then you are not required or eligible to obtain the Law Society of Upper Canada's practise coverage. For more information on what coverage you have available in the event of a CLAIM arising from your work in Ontario, please contact the insurer for the law society(ies) in the jurisdiction(s) in which you are licensed and maintaining insurance.**</p> | | |



* If you do not qualify under Exemption Eligibility Rule (g), you may still qualify under another ground for exemption. If, for example, you will not be engaged in the practice of law in Ontario for the calendar year, you may be eligible for exemption under Rule (a). If you are employed by a single employer and will engage in the practice of law only for and on behalf of that employer as in-house counsel, you may qualify under Rule (e). For more on these and other grounds, please see the Rules for Exemption Eligibility, (a) through (h).

** If a LAWYER goes on exemption, subject to very limited exceptions, there is no coverage under the Law Society of Upper Canada insurance program for any CLAIMS relating to PROFESSIONAL SERVICES provided after the date of exemption. However, if the LAWYER previously carried the Law Society program insurance and the CLAIM relates to services provided while the LAWYER was still maintaining insurance in Ontario, run-off coverage is generally available. For more on this, please see Endorsements 9 and 10 of the POLICY.

*** Comments above speak to the general availability of coverage under the POLICY. Coverage will be determined on an individual case basis, subject to the specific circumstances of a particular CLAIM, allegations made against the INSURED, and the applicable POLICY provisions. The comments do not speak to the licensing process or what steps must be taken to be called to the bar in any jurisdiction in Canada. For more information on that topic, please contact the law society for your intended jurisdiction.

The comments in this publication are intended as a general description of the insurance and services available to qualified customers through LAWPRO. Your policy is the contract that specifically and fully describes your coverage and nothing stated here revises or amends the policy.

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