

Professional Liability Insurance for LAWYERS

Program Guide for New Applicants

Includes:

- Insurance Program Information
- Insurance Application Instructions
- Exemption Form and Instructions
- LAWPRO Personal Information Statement for Ontario LAWYERS
- Premium Payment Authorization (PPA) form

lawpro.ca

About this guide

This guide contains detailed information on the insurance coverage and options available for Law Society LAWYERS insured under the LAWPRO professional liability insurance program.

This guide is part of the New Applicants Application Form. It has been divided into sections and numbered questions that correspond to the Application Form. For example, for detailed information on Application question #15.(A) – Practice options in Section C, refer to Section C, item 15.(A) on page 11 of this guide.

Where possible, instructions will be provided for both the online Application and the paper Application Form.

Capitalized Words

Throughout this guide, certain words have been capitalized to indicate that they have a specific meaning, as defined in the LAWPRO POLICY of insurance available online at lawpro.ca



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ALL LAWYERS MUST FILE AN APPLICATION OR EXEMPTION FORM

The by-laws of the Law Society of Ontario (Law Society) require that all LAWYERS of the Law Society annually confirm their status with LAWPRO for the purposes of professional liability insurance coverage by filing either an Application Form or an Exemption Form.

Your current employment status will help determine which form you must file, and how best to proceed with filing either an Application or Exemption Form.

This booklet provides some guidance to help you determine whether you must file an Application or Exemption Form, explains your filing options and provides an overview of the insurance program.

Web-file your Application or Exemption Form

To streamline the filing process, we encourage you to use our website — lawpro.ca — to e-file your Application or Exemption Form. Web-filing takes only minutes, and ensures your insurance coverage is in place the day you commence the practice of law.

To e-file, follow the steps below:

Step 1: Sign in or establish your unique e-filing password

- Go to lawpro.ca and click on the **LOGIN** link.
- On the Sign-in page, enter your Law Society number and your LAWPRO password.

or

If you have forgotten your e-file password

If you have completed **any** e-filing transactions with LAWPRO but have forgotten your password, you can validate your existing password as follows:

- Go to lawpro.ca and click on the **LOGIN** link.
- Select **Forgot your password?**
- Enter your Law Society number and your last name;
- Answer the questions provided;
- Select a new password and sign in as noted above.

or

- If you are newly called to the Ontario bar, click on the “Set up a password” option and follow the on-screen instructions to create your own, unique e-filing password, or contact LAWPRO Customer Service at 416-598-5899 or 1-800-410-1013 for assistance.

Step 2: Select the online filing option that applies to your situation (see pages 3-4 for details)

- From the list of options provided, select the form you intend to complete, either
 - Apply for Professional Liability Insurance; or
 - Apply for an Exemption.

Step 3: Complete the selected form by following the on-screen filing instructions

- You will have on-screen access to any information you need on the insurance program and options available to you.

Fax or mail an Application or Exemption Form

A copy of the New Applicant Application Form can be obtained from LAWPRO Customer Service. A copy of the Exemption Form is included on the back page of this Program Guide for New Applicants.

Blank copies of all of these materials also are available on the LAWPRO website at lawpro.ca (click on E&O Insurance, then on Insurance Forms).

Return the completed form, by mail to:

LAWPRO

250 Yonge Street
Suite 3101, P.O. Box 3
Toronto, Ontario
M5B 2L7

or fax: 416-598-8341
1-800-286-7639

or email: service@lawpro.ca

Determining which form you must file with LAWPRO

If you are entering* or returning to private practice

All Law Society LAWYERS who are in private practice are required to maintain professional liability insurance coverage through LAWPRO, and must complete and file/return the New Applicant Application Form.

If you are joining a LAW PARTNERSHIP or LAW CORPORATION – Not Sole

Please consult your office manager/administrator before completing your liability insurance application to assist you in completing Section C – Coverage Options, and Section D – Premium Payment Option.

If you are practising as in-house counsel, as a government LAWYER, in education or in a legal aid clinic funded by Legal Aid Ontario

Employed LAWYERS who are not practising law for parties other than their employer are generally eligible to claim an exemption from paying the insurance premium. To apply for an exemption, please review the Rules for Exemption Eligibility on the Application for Exemption, and complete and file/return the Exemption Form (found at the end of this booklet) to LAWPRO.

If, as part of your employment, you occasionally provide professional services to your employer's customers, clients or other unrelated third parties, you are essentially providing services in private practice and must pay the insurance premium. While LAWYERS employed or working as a volunteer in a legal aid clinic funded by Legal Aid Ontario may provide professional services to their legal aid clients in their capacity as such, without obligation to carry practice coverage under the program, they would be required to purchase the program coverage for professional services provided in any other capacity. LAWYERS who feel they are exempt but are concerned that their ongoing legal activities could expose them to potential CLAIMS this year and in the future may want to consider buying the standard insurance coverage.

Insurance coverage if exempt

Note that if you apply to exempt yourself from paying insurance premiums, you will have no LAWPRO insurance coverage for PROFESSIONAL SERVICES you provide while exempt. For additional information and a copy of our *Insurance Matters* booklets which provide additional information for exempt LAWYERS, please visit our website at lawpro.ca and select the Practice Type that applies to you. You can also contact our Customer Service Department at 416-598-5899 or 1-800-410-1013.

The only exceptions to the foregoing are with respect to PRO BONO SERVICES provided through an approved *pro bono* program associated with Pro Bono Ontario, certain mentoring services provided pursuant to LAWPRO-approved risk management protocols, and/or certain services as estate trustee, trustee for *inter vivos* trusts, or attorney for property, where coverage has been separately applied for and granted. For more information contact LAWPRO Customer Service.

*** Premium discount:** LAWYERS newly practising law may receive a 50 per cent discount from the standard base rate in their first full year of practice. Please note that LAWPRO has a minimum premium that limits total discounts for the New Lawyer, Part-Time and Restricted Area of Practice options to 50 per cent of the base premium. In other words, selecting more than one of these practice options does not entitle you to a greater premium discount.

If you are not practising law

LAWYERS who are not practising law may apply to exempt themselves from the payment of insurance premiums. However, to exempt yourself, you must complete and file/return the Exemption Form, as per instructions on the previous page.

Insurance coverage if exempt

If you are newly called to the Bar and choose not to practise law, you will have no insurance coverage.

If you are not practising law and are applying for exemption, but have practised in the past in Ontario and purchased the program coverage, you will have in place only limited Run-Off Insurance Coverage of \$250,000 per CLAIM/in the AGGREGATE (not reinstated annually); this coverage applies only to CLAIMS that arise out of services provided while you were in practice in Ontario in the past when you purchased the program coverage.

For additional information and a copy of our *Insurance Matters* booklet which provides additional information for exempt LAWYERS, please visit our website at lawpro.ca and select the Practice Type that applies to you. You can also contact our Customer Service Department at 416-598-5899 or 1-800-410-1013.

THE STANDARD INSURANCE PROGRAM COVERAGE

Eligibility

- Required of all LAWYERS acting as sole practitioners, practising in association or partnership, and/or practising in a LAW CORPORATION, who are providing services in private practice.
- Required of all other LAWYERS (e.g. retired LAWYERS, in-house corporate counsel and other LAWYERS no longer in private practice) who do not fully meet the program exemption criteria (for details see pages 23-25).
- Required of all PARALEGAL PARTNER(S) OR SHAREHOLDER(S) in partnership with LAWYERS.
- Available to LAWYERS who meet the exemption criteria but opt to purchase the insurance coverage.

Coverage limit

- \$1 million per CLAIM/\$2 million in the AGGREGATE (i.e. for all CLAIM[S] for which LAWPRO has been notified during the POLICY period), applicable to CLAIM expenses, indemnity payments and/or costs of repairs together.

Standard DEDUCTIBLE

- \$5,000 per CLAIM applicable to CLAIM expenses, indemnity payments and/or costs of repairs together.

Standard base premium

- \$2,950 per insured LAWYER for policy coverage in force in 2019, pro-rated to the date you enter private practice.

Premium reductions for new LAWYERS

- Premium discount for LAWYERS with less than 4 full years¹ of practice (private and public)²:
 - less than 1 full year in practice: premium discount equal to 50 per cent of base premium;*
 - less than 2 full years in practice: premium discount equal to 40 per cent of base premium;*
 - less than 3 full years in practice: premium discount equal to 30 per cent of base premium;*
 - less than 4 full years in practice: premium discount equal to 20 per cent of base premium.*

Mandatory Innocent Party Coverage

Eligibility

- The minimum coverage must be purchased by all LAWYERS practising in association or partnership (including general, MDP and LLP partnerships), as described on page 8 of this guide.
- The minimum coverage must also be purchased by all LAWYERS practising in a LAW CORPORATION, where two or more LAWYERS practise in the LAW CORPORATION, as described on page 8 of this guide.
- The minimum coverage must also be purchased by all PARALEGAL PARTNER(S) OR SHAREHOLDER(S) practising in partnership with LAWYER(S), as described on page 8 of this guide.
- LAWYERS and PARALEGAL PARTNER(S) OR SHAREHOLDER(S) can apply to increase Innocent Party Coverage sublimits as detailed on page 13 of this guide.
- LAWYERS acting as LOCUM are required to carry at least the same amount of Innocent Party protection as is carried by the LAWYER(S) in the contracting firm that has hired them. It is strongly recommended that LAWYERS acting as LOCUM as well as LAWYERS in the contracting firm purchase the full amount of Optional Innocent Party coverage available.

Coverage sublimit

- \$250,000 per CLAIM/in the AGGREGATE per POLICY PERIOD, applicable to CLAIM expenses, indemnity payments and/or costs of repairs together.

Premium

- \$125 per insured LAWYER.*

¹ "Full year" of practice is deemed to be at least 200 days in practice.

² Years of experience as a licensed lawyer in private or public practice in any jurisdiction will be considered when determining the New Lawyer Discount eligibility. The discount options (50 per cent off base premium, 40 per cent off base premium, 30 per cent off base premium, 20 per cent off base premium) cannot be repeated for more than two policy years.

* Actual premium is pro-rated to the actual date of commencement of practice.

INFORMATION ON THE INSURANCE PROGRAM INSTRUCTIONS FOR COMPLETING THE APPLICATION FORM

A Individual LAWYER Information (questions 1-8)

A Individual LAWYER Information (for information, see pages 6 & 7 of the New Applicant Guide)			
1. Name:	Position:	Law Society #:	
Preferred Mailing Address (Select one): <input type="checkbox"/> Firm <input type="checkbox"/> Home			
Firm Name:			
Firm Address:		(City, province, postal code)	
Home Address (optional):		(City, province, postal code)	
Home Tel (optional):		Work Tel:	Email:
2. Do you hold a valid Certificate of Indian Status or a Temporary Confirmation of Registration Document (TCRD)? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "Yes," please provide a copy of your Certificate/Registration.)			
3. Total Number of Full Years in Private and/or Public Practice: _____ Years			
4. Have you previously practised law in a Canadian or non-Canadian jurisdiction outside Ontario? <input type="checkbox"/> Yes <input type="checkbox"/> No			
5. Volume Billings: (Select appropriate code from page 6 of the New Applicant Guide. Indicate only the code that corresponds with the range of billings.)			
6. Hours of Professional Time (Best Estimate, Docketed and Undocketed) Spent in Private Practice During the Last Fiscal Year: _____ Hours			
7. Primary Area of Practice:		Secondary Area of Practice:	
<small>(For a listing of areas of practice, see page 7 of the New Applicant Guide. Indicate only the number that corresponds with the area of practice.)</small>			
8. Name of PERSONAL LAW CORPORATION (see page 7 of the New Applicant Guide) _____			

1. Name, address, contact numbers

Complete all fields. We ask that you include a current and valid email address, as this is our preferred method of communication with LAWPRO. Your home telephone number is an optional field. To make changes to any pre-populated information in question #1 in the online application, click the **Address Changes** button in question #1 and complete the applicable fields in the pop-up window.

2. Certificate of Indian Status

If you hold a valid Certificate of Indian Status or a Temporary Confirmation of Registration Document (TCRD) please provide a copy of your Certificate/Registration.

3. Total number of full years¹ in private and/or public practice

Include in your calculation all years in which the LAWYER was practising law, whether in Ontario or elsewhere, in private practice, as in-house counsel or as an employed LAWYER working in government, education or in some other capacity.

If you are newly called to the Bar for the first time, enter 0.

4. Previous practice of law in a non-Canadian jurisdiction or Canadian jurisdiction outside Ontario

Answer "yes" if you previously practised law in any country outside Canada or any Canadian territory or province outside of Ontario.

5. Volume billings information

Provide information concerning either the Actual Gross Billings of the LAWYER or the Average Gross Billings per LAWYER in the firm for the most recently completed fiscal year (for which numbers are available). Select the appropriate code only from the following list and enter the appropriate code on the Application.

If you are newly called to the Bar for the first time, enter ACO.

Actual Gross Billings

Code Actual Gross Billings Range

AC0	\$ Nil
AC1	\$1 - \$90,000
AC2	\$90,001 - \$110,000
AC3	\$110,001 - \$200,000
AC4	\$200,001 - \$300,000
AC5	\$300,001 - \$400,000
AC6	\$400,001 - \$500,000
AC7	over \$500,000

Average Gross Billings (per LAWYER in firm)

Code Average Gross Billings Range

AV8	up to \$90,000
AV9	\$90,001 - \$110,000
AV10	\$110,001 - \$200,000
AV11	\$200,001 - \$300,000
AV12	\$300,001 - \$400,000
AV13	\$400,001 - \$500,000
AV14	over \$500,000

Definitions

Gross Billings

- Gross Billings is the total actual billings of the LAWYER or LAW FIRM for the most recent completed fiscal year. (These should appear in the financial statements as fees billed net of bad debt write-offs.)
- Include in this amount any legal-related billings made by non-lawyers who are directly or indirectly employed, whether through management, other companies or otherwise by your LAW FIRM, or by any LAWYER(S) in the law firm, or by any spouse.
- HST and disbursements including the real estate and civil litigation transaction levy surcharges (if disbursed) should not be included in the Gross Billings calculation.

¹ "Full year" of practice is deemed to be at least 200 days in practice.

Actual Gross Billings

Your actual billings in the most recent completed fiscal year (for which numbers are available), including your share of any non-lawyer billings as described on the previous page.

Average Gross Billings

- Add the Actual Gross Billings of partners, associates, and all other EMPLOYEES of the LAW FIRM in the fiscal year, as described on the previous page.
- Divide the total Actual Gross Billings of the LAW FIRM by the Average Number of LAWYERS within the LAW FIRM in the fiscal year.

Average Number of LAWYERS

Add the number of LAWYERS in practice in the LAW FIRM at the beginning of the fiscal year, and the number of LAWYERS in practice in the LAW FIRM at the end of the fiscal year, and divide by two.

6. Total number of hours of professional time (best estimate, docketed and undocketed hours) spent in private practice during the last fiscal year

Include all time which you devoted to the practice of law in Ontario and other jurisdictions in Canada (other than Québec, see page 11 for details), including time spent, for example:

- in actual practice;
- attending to office administration;
- providing volunteer PROFESSIONAL SERVICES (except *pro bono* PROFESSIONAL SERVICES provided through a LAWPRO-approved program associated with Pro Bono Ontario);
- attending legal education programs during business hours;
- board-related activities if acting as a LAWYER; and
- travelling in your capacity as a LAWYER.

For clarity, this would include time in regard to services for which you are responsible as a LAWYER that arise out of your activity as trustee, administrator, executor, arbitrator, mediator, patent or trademark agent and certain mentoring services provided pursuant to LAWPRO-approved risk management protocols.

Do not include other time spent on continuing education courses or as a board director, or time devoted to business development or social time with clients.

If you are newly called to the Bar for the first time, enter 0.

7. Primary and secondary areas of practice

On your Application, indicate only the number that corresponds with the area of practice:

- | | |
|---|---|
| 1. Aboriginal Law | 12. Labour/employment law |
| 2. Administrative law | 13. Real estate law (excluding civil litigation/ADR activities) |
| 3. Bankruptcy, insolvency & receivership law | 14. Securities law (including syndications, tax shelters, limited partnerships, etc.) |
| 4. Construction law | 15. Tax law |
| 5. Corporate/commercial law (excluding civil litigation/ADR activities) | 16. Transportation law |
| 6. Criminal law | 17. Wills, estates & trusts |
| 7. Environmental law | 18. Workplace safety and insurance law (workers' compensation) |
| 8. Family & matrimonial law | 19. Defence litigation/defendant ADR (other) |
| 9. Franchise law | 20. Plaintiff litigation/claimant ADR (other) |
| 10. Immigration law | 21. Other |
| 11. Intellectual property law | |

If filing your renewal Application online and "Other" is selected as an area of practice, you may provide additional details in the Comments & Suggestions section of the online Application.

8. Name of PERSONAL LAW CORPORATION

Some LAWYERS have formed their own individual LAW CORPORATION, which they use to practise in a LAW FIRM with other LAWYERS. If you practise in a LAW FIRM through a PERSONAL LAW CORPORATION, indicate the name of the PERSONAL LAW CORPORATION on your Application.

For clarity, if for example you have formed your own LAW CORPORATION which acts as a partner in the LAW PARTNERSHIP in which you practise, that would be considered to be a PERSONAL LAW CORPORATION. If the LAW FIRM in which you practise happens to be a LAW CORPORATION, even if you practise alone, the LAW FIRM would not be considered to be a PERSONAL LAW CORPORATION for the purposes of replying to this question.

B Firm Information (questions 9-12)

B Firm Information (for information, see page 8 & 9 of the New Applicant Guide)	
9. Nature of Law Practice: (Check all that apply. For definitions, see page 8 of the New Applicant Guide.)	
<input type="checkbox"/> Law Corporation – Sole	<input type="checkbox"/> Sole practitioner
<input type="checkbox"/> Law Corporation – Not Sole	<input type="checkbox"/> In-house corporate counsel
	<input type="checkbox"/> Employed, other
	<input type="checkbox"/> Partnership – General
	<input type="checkbox"/> Partnership – LLP
10. Number of PARALEGAL PARTNER(S) OR SHAREHOLDER(S) (if applicable) and LAWYERS in LAW FIRM in Ontario:	
11. Number of Staff in LAW FIRM (in Ontario) Who are Not LAWYERS:	
12. Total Excess Liability Insurance (optional): Name of insurer ():	
Liability limits per CLAIM/AGGREGATE above primary LAWPRO POLICY limits (for all Excess Coverage carried): \$ _____ per CLAIMS AGGREGATE	

9. Nature of law practice

Indicate all that apply to your practice, on your Application Form:

LAW CORPORATION – Sole

A professional LAW CORPORATION, incorporated under *Business Corporations Act*, R.S.O. 1990, c.B.16 for which practice is governed and a valid certificate of authorization issued under the *Law Society Act*, in which a LAWYER practises as a SOLE PRACTITIONER.

LAW CORPORATION – Not Sole

A professional LAW CORPORATION (not including a COMBINED LICENSEE FIRM), incorporated under *Business Corporations Act*, R.S.O. 1990, c.B.16 for which practice is governed and a valid certificate of authorization issued under the *Law Society Act*, in which more than one LAWYER acts in private practice.

SOLE PRACTITIONER

A LAWYER in private practice who practises law on the LAWYER'S own without LAWYER PARTNER(S), OR SHAREHOLDER(S), LAWYER associate(s), PARALEGAL PARTNER(S) OR SHAREHOLDER(S), or employed LAWYERS, and without other LAWYERS practising in a LAW CORPORATION. Note that LAWYERS who share a firm name, website, contact information, marketing materials, or whose name appears on letterhead with the names of other LAWYERS, are not considered SOLE PRACTITIONERS for the purposes of the insurance program.

Association

LAWYERS in private practice affiliated with other practising LAWYERS or PARALEGALS, (e.g. share services, website or other marketing materials, space and/or whose names appear on joint letterhead, etc.), other than in a LAW CORPORATION or partnership.

Partnership – General

A LAW PARTNERSHIP, in accordance with the *Partnerships Act* and the *Law Society Act*, other than a MULTI-DISCIPLINE PARTNERSHIP (MDP), a COMBINED LICENSEE FIRM (CLF) or a Limited Liability Partnership (LLP), in which more than one LAWYER acts in private practice.

Partnership – Multi-Discipline Practice (MDP)

A MULTI-DISCIPLINE PARTNERSHIP with non-licensee partner(s), in accordance with By-Law 7 of the *Law Society Act*, in which one or more LAWYER(S) act in private practice.

COMBINED LICENSEE FIRM (CLF)

A COMBINED LICENSEE FIRM, other than a MDP, with PARALEGAL PARTNER(S) OR SHAREHOLDER(S) in accordance with By-Law 6 of the *Law Society Act*, in which one or more LAWYER(S) partner(s) or shareholder(s) are in private practice.

Note that LAWPRO will contact your firm concerning an application for the non-lawyer partners in your MULTI-DISCIPLINE PARTNERSHIP and/or COMBINED LICENSEE FIRM.

Partnership – Limited Liability Partnership (LLP)

An LLP in accordance with the *Partnerships Act* and By-Law 7 of the *Law Society Act*, in which more than one LAWYER acts in private practice.

In-House Corporate Counsel

LAWYERS employed as counsel by a single corporation, other than a LAW CORPORATION or a government corporation, and not employed as a teacher.

Employed, other

LAWYERS employed in government or education and other LAWYERS employed as counsel not in private practice, but other than In-House Corporate Counsel.

10. 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 total number of LAWYERS in the LAW FIRM in Ontario. If you are employed by a corporation which is not a LAW CORPORATION, indicate the current number of LAWYERS in the corporation in Ontario.

11. 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.

12. Total Excess liability insurance (optional)

Indicate the name of the insurer and excess liability insurance limits (for all Excess coverage carried): Limits are in addition to the required \$1 million per CLAIM/\$2 million in the AGGREGATE primary LAWPRO POLICY limits.

C Coverage Options (questions 13-16)

13. Effective date of POLICY (mm/dd/yyyy)

Enter the date on which you enter(ed) private practice.

Issues to consider when acting as LOCUM (for questions 14-16)

If you are acting as LOCUM you are responsible for ensuring that you have in place E&O insurance protection with appropriate coverage options that reflects your LOCUM work, as well as your own law practice that you may still be conducting.

This is because, as a LOCUM, you are standing in for another LAWYER to cover or run the LAWYER'S law practice while away. In this replacement capacity you are considered a member of the firm that has hired you (the contracting firm) and should expect to be viewed as such by clients and others. Insurance requirements, options and coverages all need to be considered in this light.

Some issues to consider include:

1. Your current insurance coverage and options under the Law Society program

- Do the practice and coverage options in place for you under the program still apply? If you opted for the Restricted Area of Practice option but your LOCUM work is not confined to only criminal and/or immigration law, you no longer qualify for this practice option.
- If you had qualified for the Part-time Practice option, but now will be working full-time (whether as a LOCUM for a single LAWYER, or for more than one LAWYER, or in addition to your own personal law practice), you need to have this practice option removed before practising on a full-time basis.
- If your LOCUM work is to include the practice of REAL ESTATE LAW, you need to apply for and be granted the Real Estate Practice Coverage Option.

2. The need for Innocent Party Coverage under the Law Society program

If you are standing in for a LAWYER in an association, partnership or LAW CORPORATION with more than one LAWYER or in a firm with PARALEGAL PARTNER(S) OR SHAREHOLDER(S), you must carry at least the minimum \$250,000 per CLAIM/AGGREGATE Innocent Party sub-limit protection. This is even if you otherwise maintain a personal law practice as a SOLE PRACTITIONER.

If other LAWYERS in the firm have bought up their Innocent Party protection, you must carry at least that same amount of increased Innocent Party protection. LAWPRO strongly recommends that the LOCUM, as well as LAWYERS in the contracting firm, apply for the full amount of Innocent Party protection available to ensure that they are well protected against CLAIMS that may arise out of dishonest acts.

If a CLAIM does arise in relation to LOCUM work, it is the LOCUM's policy coverage under the Law Society program that would respond.

If you are the contracting firm hiring a LOCUM

In the eyes of the client and others, you can anticipate that the LOCUM will be seen as acting as a member of the contracting firm. It is important that the contracting firm ensures that the LOCUM maintains program protection and coverage options that are consistent with both the LOCUM work and the coverage of the firm's other LAWYERS.

Firm LAWYERS should keep in mind the following: Limit protection for a CLAIM made against the LOCUM would not be increased by virtue of the program coverage maintained by other LAWYERS in the contracting firm; partners in the firm could find themselves responsible for paying the LOCUM'S program DEDUCTIBLE; and no protection is available in respect of allegations of damage to the goodwill and reputation of the firm. As well, the AGGREGATE limit protection provided to LOCUMS could also be eroded by CLAIM(S) that are not related to LOCUM work.

For more information on insurance coverage for LOCUMS, please contact the LAWPRO Customer Service Department at 416-598-5899 or 1-800-410-1013; email: service@lawpro.ca

C Coverage Options (For information, see pages 9 to 13 of the New Applicant Guide)

13. Effective Date of POLICY for the LAWYER (mm/dd/yyyy): _____

14. DEDUCTIBLE Option (Select one only. Some restrictions apply. All LAWYERS practicing in a LAW PARTNERSHIP or LAW CORPORATION must elect the same DEDUCTIBLE option. For details see pages 12 & 13 of the New Applicant Guide.)

Applicable to CLAIM expenses, indemnity payments and/or costs of repairs		Applicable to indemnity payments and/or costs of repairs only	
<input type="checkbox"/> \$0 deductible	<input type="checkbox"/> \$1,000 deductible	<input type="checkbox"/> Standard \$5,000 deductible	<input type="checkbox"/> \$2,500 deductible
<input type="checkbox"/> \$50,000 deductible	<input type="checkbox"/> \$100,000 deductible	<input type="checkbox"/> \$25,000 deductible	<input type="checkbox"/> \$10,000 deductible

15. (A) Practice Options

- **Restricted Area of Practice Option: Criminal and/or Immigration Law** (For details see page 11 of the New Applicant Guide)
The LAWYER is eligible for and applies for the Restricted Area of Practice Option. Yes No
- **Part-time Practice Option** (For details see page 11 of the New Applicant Guide)
The LAWYER is eligible for and applies for the Part-time Practice Option. Yes No

Declaration (where indicated as "Yes" above)
I, the undersigned LAWYER, have read and understand the criteria that apply to the specific practice option(s) indicated above, as explained on page 11 of the New Applicant Guide. I declare that I am eligible for the practice option(s) indicated, and undertake to conduct my practice in accordance with the eligibility criteria that apply to the option(s). I will advise LAWPRO in writing of any change in my practice that affects my eligibility for the practice option(s) indicated above. I acknowledge that my POLICY premium and other terms of insurance may be amended effective before or after the date of such change in my practice.
Signature: _____ Date (mm/dd/yyyy): _____

15. (B) Real Estate Practice Coverage Option (For details see page 12 of the New Applicant Guide)
The LAWYER is ELIGIBLE for and applies for the Real Estate Practice Coverage Option. Yes No
Please note that LAWPRO must conduct due diligence before adding this coverage option – as such, it may take up to ten (10) business days to add the Real Estate Practice Coverage option to your policy. Therefore, it may be necessary to engage the services of another real estate lawyer to handle any real estate transactions in the interim.

16. Innocent Party Sub-limit Buy-Up (For details please see page 12 of the New Applicant Guide)
Please visit the LAWPRO website at lawpro.ca to download an Innocent Party Sub-limit Buy-Up Application or contact the LAWPRO Customer Service Department at 416-598-5899 or 1-800-410-1013 to request an Innocent Party Sub-limit Buy-Up Application.

14. DEDUCTIBLE option (Select only one DEDUCTIBLE option)

- Note:
- Each LAWYER practising in a LAW PARTNERSHIP (including general, MDP, CLF and LLP partnerships) or a LAW CORPORATION and each PARALEGAL PARTNER(S) OR SHAREHOLDER(S) (if applicable) **must** elect the same amount and type of DEDUCTIBLE as all other LAWYERS in the firm.
 - The DEDUCTIBLE will be double the amount selected if a LAWYER (or PARALEGAL PARTNER[S] OR SHAREHOLDERS[S]) acts for more than one person or organization having an apparent or alleged conflict of interest.
 - The DEDUCTIBLE will be \$10,000 more than the amount selected if there has been an ADMINISTRATIVE DISMISSAL that is not set aside despite steps taken by or under the direction of LAWPRO, and will apply to CLAIM expenses, indemnity payments and/or costs of repairs.
 - DEDUCTIBLES that apply to indemnity payments and/or costs of repairs only would be called on in respect of judgments, settlements and/or costs of repairs or attempted repairs only unless otherwise indicated in the POLICY. The DEDUCTIBLE would apply to these amounts together, and would be called on as these expenditures become due.
 - DEDUCTIBLES which apply to CLAIM expenses, indemnity payments and/or costs of repairs together, would be called on in respect of covered investigation and defence expenses, as well as judgments, settlements and/or costs of repairs. This is even if the CLAIM is considered to be frivolous, vexatious or lacking in merit. The DEDUCTIBLE would apply to these amounts together, and would be called on as these expenditures become due.

\$Nil DEDUCTIBLE

- Available only to LAWYERS (and PARALEGAL PARTNER[S] OR SHAREHOLDERS[S]) for whom LAWPRO has received no notice of CLAIM(S) or POTENTIAL CLAIM(S) under the insurance program within 5 years prior to the POLICY effective date.
- For CLAIM(S) arising out of title-insured transactions on which a transaction levy surcharge is not payable, \$Nil DEDUCTIBLE will be deemed to be \$500 applicable to indemnity payments and/or costs of repairs.
- For CLAIM(S) involving COUNTERFEIT CERTIFIED CHEQUE(S) OR COUNTERFEIT BANK DRAFT(S), the standard \$5,000 DEDUCTIBLE will apply.
- Increase in premium equal to 15 per cent of base premium.

\$2,500 DEDUCTIBLE applicable to CLAIM expenses, indemnity payments and/or costs of repairs together

- For CLAIMS involving COUNTERFEIT CERTIFIED CHEQUE(S) OR COUNTERFEIT BANK DRAFT(S), the standard \$5,000 DEDUCTIBLE will apply.
- Increase in premium equal to 7.5 per cent of base premium.

\$2,500 DEDUCTIBLE applicable to indemnity payments and/or costs of repairs only*

- For CLAIMS involving COUNTERFEIT CERTIFIED CHEQUE(S) OR COUNTERFEIT BANK DRAFT(S), the standard \$5,000 DEDUCTIBLE will apply.
- Increase in premium equal to 12.5 per cent of base premium.

Standard insurance program

- \$5,000 DEDUCTIBLE applicable to CLAIM expenses, indemnity payments and/or costs of repairs together.
- Base premium of \$2,950 per insured LAWYER for policy coverage in force in 2019.

\$5,000 DEDUCTIBLE applicable to indemnity payments and/or costs of repairs only*

- Increase in premium equal to 10 per cent of base premium.

\$10,000 DEDUCTIBLE applicable to CLAIM expenses, indemnity payments and/or costs of repairs together

- Not available to in-house corporate counsel, government LAWYERS and other LAWYERS not in private practice.
- Decrease in premium equal to 7.5 per cent of base premium.

\$10,000 DEDUCTIBLE applicable to indemnity payments and/or costs of repairs only*

- Not available to in-house corporate counsel, government LAWYERS and other LAWYERS not in private practice.
- Increase in premium equal to 7.5 per cent of base premium.

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

- Not available to in-house corporate counsel, government LAWYERS and other LAWYERS not in private practice.
- Sole practitioners and LAWYERS practising alone in a LAW CORPORATION must have had gross billings in private practice of \$400,000 or more in their last fiscal year.

* Does not apply to investigation and defence costs.

- LAWYERS (and non-LAWYER partners in CLFs or MDPs, if applicable) practising in partnership or association and LAWYERS practising in a Law Corporation with more than one LAWYER, must have had Average Gross Billings of \$250,000 or more (as described on page 6).
- Decrease in premium equal to 12.5 per cent of base premium.

For information on how the DEDUCTIBLE is applied, please see *Questions and Answers* on page 19.

15. (A) Practice options

Restricted Area of Practice Option – Criminal and/or Immigration Law:

Eligibility

- Available only to LAWYERS who restrict their practice to criminal¹ and/or immigration law² throughout the POLICY PERIOD.
- **All LAWYERS (and PARALEGAL PARTNER[S] OR SHAREHOLDERS[S], if applicable) in a law firm that is a LAW PARTNERSHIP (including general, MDP, CLF and LLP partnerships) or a LAW CORPORATION must select this option collectively as a group.**
- Applicants for this option must sign the Practice Options Declaration on the Application Form, or check the Option Declaration on the online Application.

Coverage limits and conditions

- Coverage of \$1 million per CLAIM/\$2 million in the AGGREGATE applicable to CLAIM expenses, indemnity payments and/or costs of repairs together.
- CLAIMS arising out of services provided during the POLICY PERIOD are covered only if PROFESSIONAL SERVICES were in the area of criminal¹ and/or immigration² law.
- CLAIMS arising out of PROFESSIONAL SERVICES provided prior to the POLICY PERIOD are covered regardless of area of law (unless this option was also elected in that past year).

Premium

- Eligible for discount equal to 50 per cent of base premium.³

Part-Time Practice Option

Eligibility

- Available only to part-time practitioners who in their fiscal years commencing in 2018 and in 2019:
 - restrict their law practice to 20 hours per week on average for each week actually worked and 750 hours per year, of professional time in private practice (including time for undocketed work); **and**
 - have gross billings of \$90,000 per year or less.
- Available only to LAWYERS for whom LAWPRO has received no notice of CLAIM(S) under the LAWPRO liability insurance program, with a repair and/or an indemnity payment made in the last five years.
- For In-House Corporate Counsel, hours of professional time and gross billings means that which concerns third parties outside of the employer group only.
- LAWYERS' professional time devoted to the practice of law in Québec (unless practising Ontario law), should not be considered when determining eligibility for the part-time practice option.
- LAWYERS who have been provided with the Part-Time Practice Option but subsequently exceed the eligibility criteria will lose the part-time practice designation and will have their insurance premium and other terms of insurance amended retroactively to the inception date of the POLICY.
- LAWYERS applying for this option must sign the Practice Options Declaration on the Application Form, or check the Option Declaration on the online Application.
- When applying for this option, LAWYERS are not required to consider hours of professional time spent on providing PRO BONO SERVICES (through an approved *pro bono* PROFESSIONAL SERVICES program) or CLAIM(S) relating solely to those approved PRO BONO SERVICES.

¹ Criminal law is considered to be PROFESSIONAL SERVICES provided in connection with the actual or potential prosecution of individuals, municipalities and government for alleged breaches of federal or provincial statutes or municipal by-laws, generally viewed as criminal or quasi-criminal.

² Immigration law is considered to be the practice of law dealing with any and all matters arising out of the *Immigration and Refugee Protection Act* (S.C. 2001, c.27) and regulations, and procedures and policies pertaining thereto, including admissions, removals, enforcement, refugee determination, citizenship, review and appellate remedies, including the application of the *Charter of Rights and Freedoms* and the *Bill of Rights*.

MAXIMUM PREMIUM DISCOUNT

³ The maximum premium discount for Restricted Area of Practice, Part-Time Practice options and the New Lawyer discount combined cannot exceed 50 per cent of the base premium.

Coverage limit

- \$1 million per CLAIM/\$2 million in the AGGREGATE applicable to CLAIM expenses, indemnity payments and/or costs of repairs together.

Premium

- Eligible for discount equal to 50 per cent of base premium.³

15. (B) Real Estate Practice Coverage Option

All LAWYERS who intend to practise REAL ESTATE LAW in Ontario in 2019, must be ELIGIBLE for and apply for this coverage option by indicating “yes” to question 15.(B).

This coverage option provides required insurance protection to ensure that members of the public, and Land Titles Assurance Fund, are protected against the registration of fraudulent instruments under the *Land Titles Act*.

In responding to this question, LAWYERS should recognize that the term “REAL ESTATE LAW” is a broadly defined term and is not limited to specific types of transactions, such as transfers or charges. Rather, the term is defined as follows:

REAL ESTATE LAW means the practice of the law of Canada, its provinces and territories, that concerns:

- i) the registration of any instrument under the *Land Titles Act*; and/or
- ii) the actual or contemplated transfer, charging, insuring, or otherwise affecting, an estate, right or interest in land;

and may include, without limitation, any one or more of the following services by a solicitor: the receipt of instructions, preparation of documents, searches and/or the providing of one or more opinions or certificates with respect to the title, transfer or charge, and/or with respect to the issuance of any title insurance policy.

Eligibility

This coverage is available only to ELIGIBLE LAWYERS. ELIGIBLE means eligible to practise REAL ESTATE LAW in Ontario as permitted by the Law Society of Ontario. The following categories of LAWYERS are not eligible for this coverage:

- those who are in bankruptcy;
- those who have been convicted or disciplined in connection with real estate fraud;
- those under investigation, where the Law Society obtains: an interlocutory suspension order or a restriction on the LAWYER’S practice prohibiting the LAWYER from practising real estate; or an undertaking not to practise real estate.

LAWYERS changing area of practice

If you cease to practise REAL ESTATE LAW in Ontario at some point in 2019, or if you commence the practice of REAL ESTATE LAW part way through the year, you will qualify for a premium adjustment for this option, pro-rated for the period during which you practise (practised) REAL ESTATE LAW, subject to the following criteria:

- a 30-day minimum premium; and
- only one premium adjustment per LAWYER for this option for the year (beyond this, the full \$100 annual premium would apply).

LAWYERS who commence the practice of REAL ESTATE LAW part way through the year should be sure to provide LAWPRO with a completed Application for Mid-Term Changes Form at least ten (10) days prior to the date that the requested change is to take effect. As such, the LAWYER may need to engage the services of another Real Estate lawyer to handle any Real Estate transactions in the interim. Please note that requests to add this coverage will not be backdated prior to the date we receive the completed form. The effective date of coverage will be the date this completed form is received by LAWPRO or the requested effective date, whichever is later.

LAWYERS who cease to practise REAL ESTATE LAW part way through the year and prefer not to continue to carry this coverage option, should provide LAWPRO with a completed Application for Mid-Term Changes Form, for any available reduction in premium to be applied, subject to the criteria above and **Return of premium** provision on page 14 of this Program Guide. Requests to remove this coverage will not be backdated prior to the date we receive the completed mid-term change form. The effective date of removal of this coverage will be the date this completed form is received by LAWPRO or the requested removal date, whichever is later.

Coverage sublimit: \$250,000 per CLAIM/\$1 million in the AGGREGATE per POLICY PERIOD, applicable to CLAIM expenses, indemnity payments and/or costs of repairs together.

Premium: \$100 per insured LAWYER

MAXIMUM PREMIUM DISCOUNT

³ The maximum premium discount for Restricted Area of Practice, Part-Time Practice options and the New Lawyer discount combined cannot exceed 50 per cent of the base premium.

16. Innocent Party Sublimit Coverage

Mandatory Innocent Party Coverage

If you are practising in an association, partnership (including general, MDP, CLF and LLP partnerships) or a LAW CORPORATION (with more than one LAWYER), or are a PARALEGAL PARTNER(S) OR SHAREHOLDER(S) with a LAWYER(S), you must purchase the minimum Mandatory Innocent Party Coverage, which protects members of the public – and thereby you – against the dishonest, fraudulent, criminal or malicious acts or omissions of present or former partners, associates, employed LAWYERS and firm EMPLOYEES.

Coverage sublimit: \$250,000 per CLAIM/in the AGGREGATE per POLICY PERIOD, applicable to CLAIM expenses, indemnity payments and/or costs of repairs together.

Premium: \$125 per insured LAWYER

Innocent Party Coverage Sublimit Buy-Up:

For LAWYERS practising in associations, partnerships and with others in a LAW CORPORATION

LAWYERS practising in an association, partnership (including general, MDP and LLP partnerships) or a LAW CORPORATION (with more than one LAWYER) can increase their Innocent Party Coverage in two ways. To better avoid the possibility of gaps in insurance coverage between your primary program coverage and any excess insurance you or your firm might carry, LAWPRO **strongly recommends** that you buy up your Innocent Party Coverage sublimits to the maximum offered. All LAWYERS in a LAW PARTNERSHIP (including general, MDP and LLP partnerships) or LAW CORPORATION must select the same buy-up option.

Increase Coverage Sublimit to:	Additional Annual Premium:	Total Annual Innocent Party Premium:
\$500,000 per CLAIM/AGGREGATE	\$75 per insured LAWYER	\$200 per insured LAWYER
\$1 million per CLAIM/AGGREGATE	\$125 per insured LAWYER	\$250 per insured LAWYER

As is the case with the base sublimit, increased sublimits are also applicable to CLAIM expenses, indemnity payments and/or costs of repairs together.

To apply: If you want to increase your Innocent Party Sublimit, you must complete an Innocent Party Sublimit Buy-Up Application Form, available online on the LAWPRO website (lawpro.ca) or by calling the LAWPRO Customer Service Department at 416-598-5899 or 1-800-410-1013, email service@lawpro.ca

Optional Innocent Party Sublimit Coverage:

For sole practitioners and LAWYERS practising alone in a LAW CORPORATION

Optional Innocent Party Coverage allows the sole practitioner and LAWYERS practising alone in a LAW CORPORATION to assure clients that they are protected against the fraudulent, malicious, criminal or dishonest acts or omissions of LAWYERS.

Coverage sublimits

- \$250,000 per CLAIM/in the AGGREGATE
- \$500,000 per CLAIM/in the AGGREGATE
- \$1 million per CLAIM/in the AGGREGATE

These sublimits are applicable to CLAIM expenses, indemnity payments and/or costs of repairs together.

To apply: Optional Innocent Party Coverage is underwritten on an individual basis, based on a risk assessment of the information provided on the Innocent Party Sublimit Buy-Up Application Form.

If you intend to apply for this option, you must complete the Innocent Party Sublimit Buy-Up Application Form. The form is available online on the LAWPRO website (lawpro.ca) or by calling the LAWPRO Customer Service Department at 416-598-5899 or 1-800-410-1013, email service@lawpro.ca

D Premium Payment Option (questions 17-21)

17. Third party payor authorization

If the LAWYER'S insurance premium will be paid by a third party, other than another LAWYER or PARALEGAL PARTNER OR SHAREHOLDER in the LAW FIRM, or the LAW FIRM itself, or a management or other company of the LAW FIRM, the 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.

D Premium Payment Option (for information, see pages 13 & 14 of the New Applicant Guide.)	
17. Third Party Payor Authorization (see pages 13 & 21 of the New Applicant Guide for instructions and a copy of the required ongoing Premium Payment Authorization form) The LAWYER'S 2019 insurance premium will be paid by a third party other than another LAWYER or PARALEGAL PARTNER OR SHAREHOLDER in the LAW FIRM, the LAW FIRM itself, or a management or other company of the LAW FIRM. <input type="checkbox"/> Yes <input type="checkbox"/> No If the LAWYER'S 2019 insurance premium will be paid by a third party as described above, the 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.	
18. Payment option (select one only) Lump sum by <input type="checkbox"/> cheque <input type="checkbox"/> pre-authorized bank account withdrawal (complete #20 below) <input type="checkbox"/> credit card (see #19 below) <input type="checkbox"/> credit card (see #19 below) Quarterly installments by <input type="checkbox"/> pre-authorized bank account withdrawal (complete #20 below) <input type="checkbox"/> credit card (see #19 below) Monthly installments by <input type="checkbox"/> pre-authorized bank account withdrawal (complete #20 below) <input type="checkbox"/> credit card (see #19 below)	
19. Paying by Credit Card: For your credit card security, LAWPRO is unable to accept credit card information verbally or in written form. We would ask that you log into your My LAWPRO account at lawpro.ca to enter your credit card details for your 2020 premium.	
20. Pre-authorized Bank Account Withdrawal Name of bank/branch/branch/credit union or other financial institution: _____ Name of account holder (Page): please print: _____ Attach a copy of an unsigned cheque from the account to be debited. Do not sign the cheque but mark void across the face of the cheque. <input type="checkbox"/> Attach voided cheque	
Premium Payment Authorization (complete only if paying by pre-authorized bank account withdrawal) The undersigned LAWYER authorizes LAWPRO to withdraw from the account and financial institution indicated on the cheque attached, the appropriate insurance premium (including taxes), based on the payment option indicated above. The undersigned LAWYER understands that LAWPRO does not charge for this service (but the designated financial institution may). The undersigned LAWYER agrees that this authorization will apply for the POLICY PERIOD and all future policy years, without further authorization, as long as the LAWYER so desires. If any changes are to be made to the payment information or installment payment option, the LAWYER agrees to notify LAWPRO of such changes, in writing, at least ten (10) days prior to any payment date. The undersigned LAWYER has read and understands all of the terms and conditions listed below. Terms and conditions 1. The undersigned LAWYER certifies that the information provided in the authorization is correct. 2. The undersigned LAWYER certifies that the bank account is in good standing, with sufficient funds to cover the payments as they become due. 3. All payments will be drawn on Canadian financial institutions only, and will be withdrawn in Canadian funds. Signature _____ Date (mm/dd/yyyy) ____/____/____	

This third party authorization will apply to future policy years, unless LAWPRO is advised in writing otherwise.

A third party includes:

- the spouse of the LAWYER or PARALEGAL PARTNER OR SHAREHOLDER or the spouse of another LAWYER or PARALEGAL PARTNER OR SHAREHOLDER in the firm;
- a non-lawyer employee of the LAW FIRM other than a PARALEGAL PARTNER OR SHAREHOLDER; or
- any other third party.

18. Payment option

- *Lump sum by cheque or pre-authorized bank account withdrawal*
- *Lump sum by credit card*
- *Quarterly instalments by pre-authorized bank account withdrawal or credit card*
 - payments will be processed on January 15, 2019; April 15, 2019; July 15, 2019; and October 15, 2019
 - instalment payments are not subject to a processing fee
- *Monthly instalments by pre-authorized bank account withdrawal or credit card*
 - payments are processed on the 15th of each month
 - instalment payments are not subject to a processing fee

19. Paying by credit card

For your credit card security, LAWPRO is unable to accept credit card information verbally or in written form. We would ask that you **LOGIN** to your My LAWPRO account at lawpro.ca to enter your credit card details for your POLICY premium.

20. Paying by pre-authorized bank account withdrawal

Complete question #20 on the Application Form. Please attach a copy of an unsigned cheque from the account to be debited.

Do not sign the cheque but mark **void** across the face of the cheque. If you are e-filing and providing complete account details for pre-authorized bank account withdrawal, a voided cheque is not required.

Premium payment authorization

Provide your signature to authorize LAWPRO to debit your financial institution account, based on the information you have provided.

Return of premium

If you are considering changing firms or practice status during the year, you are reminded that any return of premium arising under the LAWPRO POLICY is made payable to the original payor, unless otherwise requested by you and the original payor in writing.

Please advise LAWPRO promptly of any such change in firm or practice status, as the return of paid premiums will be limited to that relating to the 30-day period immediately preceding LAWPRO's receipt of your written notice, and any subsequent period thereafter. Regretfully, no back-dated refund of paid premiums is possible for a policy carrying the Real Estate Practice Coverage option.

E CLAIM(S) and POTENTIAL CLAIM(S)

E CLAIM(S) and POTENTIAL CLAIM(S) (for definitions and details see page 15 of the New Applicant Guide)

Other than CLAIM(S) and POTENTIAL CLAIM(S) of which LAWPRO has been notified under the Law Society's insurance program, or the LAWYER aware of any CLAIM(S) or POTENTIAL CLAIM(S) that has (have) been or may be made against him or her directly or indirectly?

Yes No

* "Yes" refers to page 15 of the New Applicant Guide for information on notifying LAWPRO of a CLAIM or POTENTIAL CLAIM.

Newly called, entering practice for the first time do not need to complete Section E.

Note: If you are newly called to the Bar and entering practice for the first time, you do not have to complete this section. All other applicants must complete this section.

Definitions

For the purposes of this Application, CLAIM(S) means:

- a written or oral demand for money or services; or
- a written or oral allegation of breach in the rendering of PROFESSIONAL SERVICES; or
- a written or oral allegation of any DISHONEST, fraudulent, criminal, or malicious act(s) or omission(s) in the rendering of PROFESSIONAL SERVICES; received by the INSURED and resulting from a single error, omission or negligent act or RELATED ERROR(S), OMISSION(S) OR NEGLIGENT ACT(S) in the performance of PROFESSIONAL SERVICES, and shall include POTENTIAL CLAIM(S).

POTENTIAL CLAIM(S) means circumstances of any actual or potential error(s), omission(s) or negligent act(s) which any reasonable LAWYER, PARALEGAL or LAW FIRM would expect to subsequently give rise to a CLAIM(S).

Providing notice to LAWPRO of any CLAIM(S) or POTENTIAL CLAIM(S)

If you have indicated "Yes" on your Application, contact LAWPRO to provide notice of the CLAIM(S) or POTENTIAL CLAIM(S):

- *via our website:*
Go to lawpro.ca, click on Claims tab then select **PROVIDE NOTICE OF A CLAIM** link.
You can complete and file your preliminary CLAIM notice online.

or

- *via mail:*
LAWPRO
250 Yonge Street
Suite 3101 P.O. Box 3
Toronto, Ontario
M5B 2L7
- or
- *via fax:*
416-599-8341
or 1-800-286-7639
- or
- *via email:*
claims@lawpro.ca

F Complete and Sign the Warranty & Signature Section on Side Two of the Application Form

F Warranty & Signature / This section must be completed by all applicants

The undersigned LAWYER warrants and acknowledges that the information provided with this Application:

- is true and complete, or where omissions are required, that such omissions are reasonable;
- will be relied on by LAWPRO in assessing risk, in offering any terms of insurance and in issuing any policy of insurance; and
- will be the basis of and form part of any resulting insurance policy coverage.

The LAWYER acknowledges having read the LAWPRO Personal Information Statement for Ontario LAWYERS (which forms part of this Application), the LAWYER consents to the collection, use and disclosure of personal information in any approved program(s) for which the LAWYER chooses to apply or is to be named as an INSURED in, now or in future policy years, in accordance with that Statement.

The LAWYER acknowledges his or her on-going duty, through to the date of POLICY inception, to advise LAWPRO in writing of any material changes with respect to this Application.

Signature _____ Date (mm/dd/yyyy) ____/____/____

Review your completed Application Form, then complete the **Warranty & Signature** section as follows:

- Review the **LAWPRO Personal Information Statement for Ontario LAWYERS** on page 16 of this guide; and
- Sign and indicate the date on which you submitted the completed Application.
- You must complete the Warranty & Signature checkbox on the online Application *before* you can review your completed Application for submission.

Return the completed form, by mail or fax to 416-599-8341 or 1-800-286-7639.

LAWPRO or **File online at**
250 Yonge Street **lawpro.ca**
Suite 3101, P.O. Box 3 **(My LAWPRO)**
Toronto, Ontario
M5B 2L7

LAWPRO® Personal Information Statement for Ontario LAWYERS and PARALEGALS (LICENSEES)¹ (Ongoing Collection, Use and Disclosure by LAWPRO of Personal Information)

Lawyers' Professional Indemnity Company ("LAWPRO") uses the information provided in the insurance application forms for its mandatory and optional insurance programs (or which may be provided verbally or in writing at other times prior to or after commencement of policy coverage) for a number of purposes fundamental to operating LAWPRO's mandatory and optional insurance programs. The information may be provided by the LICENSEE, any Law Society/regulator where the LICENSEE practises or provides legal services, has done so or intends to do so, or by a LAW FIRM with whom the LICENSEE has, had or intends to have a relationship, such that the LICENSEE is, was or is to be named as an INSURED in the insurance policy of such LAW FIRM.²

All personal information provided to and/or maintained by LAWPRO is used in respect of LAWPRO optional programs, to the extent needed for the purposes stated below:

Optional insurance programs

For optional insurance programs operated by LAWPRO in which the LICENSEE:

- participates or has participated; or
- applies to be, is, was or is to be named as an INSURED,

personal information may be collected, used or disclosed (as applicable) to:

- establish insurance coverage;
- determine and collect premiums and other amounts owing;
- underwrite and rate the insurance programs, including the development of statistics for underwriting and risk management purposes;
- detect and prevent fraud; or
- handle CLAIMS, including determining the extent of insurance coverage (if any) and investigating, evaluating, negotiating, litigating and/or resolving CLAIMS.

Risk management

Personal information may be used to provide information to or contact the LICENSEE, the LAW FIRM and/or its staff regarding:

- the insurance programs and other loss control programs/initiatives operated by LAWPRO; or
- methods of reducing or managing risk associated with legal practice.

Passwords

Personal information may be used to establish passwords that enable the LICENSEE, the LAW FIRM and/or its staff to access secure technology systems operated by LAWPRO, its partners or agents.

Regulatory requirements

Personal information may be collected, used or disclosed (as applicable) by LAWPRO to:

- obtain reinsurance and comply with reporting and auditing requirements of reinsurers; or
- fulfill LAWPRO's regulatory, other legal, and accounting obligations.

In particular, in respect of LAWPRO's optional programs, LAWPRO may disclose the LICENSEE's personal information to the following entities from time to time:

- the Law Society of Ontario or the Law Society/regulator of any other provinces/territories in which the LICENSEE practises or provides legal services, has done so or intends to do so,
 - to enable the Law Society/regulator to fulfill its regulatory obligation to maintain licence/membership status records, undertake audits, and regulate licensees/members, insofar as the personal information relates to insurance status and transaction levy information; or
 - to apprise the Law Society/regulator of any activities considered by LAWPRO to be dishonest or criminal or which may have had, or may have, the effect of causing serious damage as a consequence of an apparent breach of the *Rules of Professional Conduct* or their applicable equivalent, or in any circumstances that a LICENSEE would be mandated to report to the Law Society/regulator in respect of other LICENSEES pursuant to the *Rules of Professional Conduct* or their applicable equivalent;
- third parties involved in a CLAIM (including counsel, adjusters, experts, mediators and adjudicators, other insurers and the Law Society of Ontario's Compensation Fund) reported to LAWPRO as the insurer, where the LICENSEE and/or the LAW FIRM is a party to the CLAIM and to the extent disclosure of the personal information is necessary for handling of the CLAIM;
- regulatory bodies having jurisdiction over insurance and financial service companies, to the extent they require disclosure of, or access to, personal information;
- a LAW FIRM (or its insurance representative, administrator or reciprocal, or representative or administrator thereof) where the LICENSEE is, has been, or intends to be a partner, associate, employee, sole practitioner, "of counsel" or in association (or officer, director or shareholder of the management company of such LAW FIRM), to the extent that the personal information is relevant to any optional insurance coverage of such LAW FIRM in which the LICENSEE is, was or is to be named as an INSURED: or
- with respect to name and contact details only, members of the public, lenders and real estate agents seeking names of TitlePLUS® subscribers, if the LICENSEE is a TitlePLUS subscriber and has not advised LAWPRO in writing that he/she does not wish to receive referrals.

If previously, now or in the future the LICENSEE:

- participates or has participated; or
- applies to be, is, or is to be named as an INSURED,

in any optional LAWPRO program, the LICENSEE consents to the collection, use and disclosure of personal information as set out in this Statement. This consent is an ongoing consent in respect of the current and all future policy years for information previously, now or in the future provided to and/or maintained by LAWPRO as set out in this Statement, and binds heirs and estate trustees. If LAWPRO intends to collect, use or disclose the personal information in any manner other than as set out in this Statement in respect of the LAWPRO optional programs, it will, if required by law:

- communicate such change to this Statement by broadcast e-mail, letter or posting on the LAWPRO website and consent to such change will be implied; or
- for use or disclosure situations unique to an individual LICENSEE, communicate directly with such LICENSEE and obtain appropriate consent.

For a copy of the most current version of the **LAWPRO Personal Information Statement for Ontario LAWYERS and PARALEGALS (LICENSEES)** or the **LAWPRO Privacy Code**, please visit our website at lawpro.ca/privacy or contact our Customer Service Department at 416-598-5899 or 1-800-410-1013, or email service@lawpro.ca

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¹ In this Statement, "LICENSEE(S)" means each person who holds a Class LI licence or a Class PI licence pursuant to the by-laws of the Law Society Act.

² In this Statement, "LAW FIRM" includes all forms of partnerships, associations and LAW CORPORATIONS, and includes the plural version, where applicable.

QUESTIONS AND ANSWERS

(Please also see our online FAQ [lawpro.ca/faqs/] for further information about the LAWPRO professional liability insurance program.)

About real estate practice coverage

Q: Who has to apply for this real estate practice coverage?

A: Any LAWYER intending to practise REAL ESTATE LAW in Ontario in 2019 must apply for this additional coverage under the LAWPRO policy.

“REAL ESTATE LAW” is a broadly defined term and is not limited to specific types of transactions, such as transfers or charges. Rather, the term is defined as follows:

REAL ESTATE LAW means the practice of the law of Canada, its provinces and territories, that concerns:

- i) the registration of any instrument under the *Land Titles Act*; and/or
 - ii) the actual or contemplated transfer, charging, insuring, or otherwise affecting, an estate, right or interest in land;
- and may include, without limitation, any one or more of the following services by a solicitor: the receipt of instructions, preparation of documents, searches and/or the providing of one or more opinions or certificates with respect to the title, transfer or charge, and/or with respect to the issuance of any title insurance policy.

Q: If only one LAWYER in our firm assumes responsibility for registering all transfers handled by our firm, do I and the others also have to have this real estate practice coverage in place?

A: Yes – all LAWYERS who practise REAL ESTATE LAW must apply for this coverage.

Q: Will the cost of the real estate practice coverage be discounted for part-time practitioners – i.e. will there be an equivalent 50 per cent premium discount for LAWYERS who practise REAL ESTATE LAW on a part-time basis?

A: No. This coverage provides specific protection against real estate fraud. Statistics indicate that the risk of fraud in real estate practice is not proportional to the volume of work processed. In other words, a LAWYER who practises on a part-time basis – or a LAWYER who does only very little real estate work as part of the LAWYER’S overall practice – is not less likely to generate a claim with a fraud component than a LAWYER who specializes in real estate on a full-time basis. A better indicator of the risk of real estate fraud is the absence of systems and controls in place in the real estate practice. Therefore, all LAWYERS conducting any REAL ESTATE LAW in Ontario must purchase this real estate practice coverage.

Q: What if I decide to change practice at some point during the year and stop practising any REAL ESTATE LAW?

A: The premium will be pro-rated and adjusted to reflect the amount of time you engaged in real estate practice, subject to:

- A 30-day minimum premium for this option; and
- Only one premium adjustment per LAWYER for this option for the year (beyond this, the full \$100 annual premium would apply).

If you cease to practise REAL ESTATE LAW part way through the year and prefer not to continue to carry this coverage, you should provide LAWPRO with a completed Application for Mid-Term Changes Form for any available reduction in premium to be applied, subject to the criteria above and

Return of premium provision described on page 14 of this Program Guide. This form is available from our Customer Service department at service@lawpro.ca, tel. 416-598-5899 or 1-800-410-1013.

Q: If I intend only to practise REAL ESTATE LAW later in the year, do I need to apply for this coverage option now and pay for the whole of the year?

A: No. If you commence practising REAL ESTATE LAW part way through the year, you will qualify for a *pro rata* premium adjustment to reflect the amount of time not practising REAL ESTATE LAW, subject to:

- A 30-day minimum premium for this option;
- Only one premium adjustment per LAWYER for this option for the year (beyond this, the full \$100 annual premium would apply); and
- the Return of premium provision described on page 14 of this Program Guide.

If you commence the practice of REAL ESTATE LAW part way through the year, you should be sure to provide LAWPRO with a completed Application for Mid-Term Changes Form at least ten (10) days prior to the date that the requested change is to take effect. This form is available from our Customer Service department at service@lawpro.ca; tel. 416-598-5899 or 1-800-410-1013.

Q: How does this coverage differ from Innocent Party Coverage?

A: This coverage goes beyond the Innocent Party protection that is carried by many Ontario LAWYERS.

It differs from Innocent Party protection in a number of ways, including:

- All eligible real estate LAWYERS must carry this real estate practice coverage – including sole practitioners, who otherwise are not obliged to carry innocent party protection;
- Protection is limited to the registration of fraudulent instruments under the *Land Titles Act* where the LAWYER is the fraudster or implicated in the fraud, and does not apply to other types of circumstances involving fraud;
- This protection applies regardless of whether there was a retainer between the wronged party and the fraudulent LAWYER;
- The sub-limit protection is \$250,000 per CLAIM/\$1 million AGGREGATE, ensuring greater aggregate sub-limit protection than what is purchased by most LAWYERS for innocent party protection;
- No protection is provided under this real estate practice coverage for registrations occurring prior to the new coverage coming into force, nor for CLAIM(S) to which title insurance would apply.

Q: Does it affect my obligation to buy Innocent Party Coverage?

A: No. The endorsement providing for the real estate practice coverage option accommodates various practice circumstances.

So, if you are a sole practitioner or a LAWYER practising alone in a LAW CORPORATION, you will continue not to have to purchase any amount of Innocent Party coverage. If you are a LAWYER practising in an association, partnership (including general, MDP and LLP Partnerships) or LAW CORPORATION (with more than one LAWYER), you will continue to have to purchase the minimum Mandatory Innocent Party coverage without obligation to purchase increased Innocent Party Sublimit protection.

Q: I wish to add the Real Estate Practice Coverage Option to my insurance coverage and I require it ASAP. If I submit the appropriate executed form today, will the coverage be added immediately?

A: Due to the nature of this coverage, it is important that LAWPRO conduct its due diligence before adding this coverage. Therefore, it may take up to ten (10) business days to add the Real Estate Practice Coverage Option to your policy. As such, it may be necessary to engage the services of another real estate LAWYER to handle your real estate transactions in the interim.

About DEDUCTIBLES

Q: If I have a CLAIM, how much of the DEDUCTIBLE is called and at what stage in the CLAIM?

DEDUCTIBLES are applied as follows:

Where applicable to indemnity payments and/or costs of repairs only:

- To judgments, settlements and/or costs of repairs or attempted repairs, to the extent of the DEDUCTIBLE amount, when the judgment, settlement and/or repair expenditure is due.

Where applicable to CLAIM expenses, indemnity payments and/or costs of repairs together:

- To covered investigation and defence expenses due or incurred when the Statement of Defence or responding material is filed, to the extent of 50 per cent of the DEDUCTIBLE amount;
- To covered investigation and defence expenses due or incurred at the time of commencement of examinations for discovery, or once examination begins, or once a settlement conference or pre-trial conference is conducted if no examination for discovery is held, to the extent of 50 per cent of the DEDUCTIBLE amount; and/or
- To judgments, settlements, and/or costs of repairs or attempted repairs, to the extent of any outstanding DEDUCTIBLE amount, when the judgment, settlement and/or repair expenditure is due.

Thus, a LAWYER with the standard \$5,000 DEDUCTIBLE applicable to CLAIM expenses, indemnity payments and/or repair costs would be required to pay \$2,500 when a Statement of Defence or responding material is filed; and \$2,500 once examination for discovery begins or once a settlement conference or pre-trial conference is conducted if no examination for discovery is held, assuming that the covered investigation and defence costs incurred exceed these amounts.

However, if the CLAIM is settled prior to a Statement of Defence or other responding material being issued, the DEDUCTIBLE would apply to any indemnity payment or costs of repairs incurred only. If in this scenario the indemnity and/or repair was less than the \$5,000 DEDUCTIBLE, the LAWYER would be required to pay this lesser amount.

Take note that there are circumstances when a higher DEDUCTIBLE than indicated in the Declaration page may be imposed. These include CLAIM(S) relating to or arising out of ADMINISTRATIVE DISMISSALS, COUNTERFEIT CERTIFIED CHEQUE(S) OR COUNTERFEIT BANK DRAFT(S) or when one or more members of a LAW FIRM act for more than one person or organization having an apparent or alleged conflict of interest.

About premiums and discounts

Q: If I qualify for more than one premium discount, such as the New Lawyer, the part-time practice and restricted area of practice criteria, will I receive a cumulative premium discount – that is, will I qualify for the 50 per cent discount for part-time practitioners plus an additional 50 per cent discount because I practise only criminal law?

A: No. The maximum premium discount for Restricted Area of Practice, Part-Time Practice options and the New Lawyer discount combine cannot exceed 50 per cent of the base premium.

Q: I joined a firm when I was first called to the bar in July and after putting an insurance policy in place, I paid my premiums in full on my credit card. I left the firm two months ago, and am no longer practising, but forgot to file an Application for Exemption at that time. If I file the Application for Exemption today, and put the effective date as of the date I left the firm, can I get a prorated refund dating back two months?

A: A prorated refund would not be available dating back two months. No amendments to a LAWYER'S status can be made, nor any respective premium refunds issued prior to the receipt of written notification. Appreciating that some LAWYERS may take some time to file their exemption form, prorated refunds are issued to that relating to the 30-day period immediately preceding LAWPRO's receipt of your written notice, and any subsequent period thereafter. As you have had the benefit of coverage for this period (and would have expected any claim reported during this period to be covered in the ordinary course), refunds are not issued further back than thirty (30) days. Please note that any return of premiums arising under the LAWPRO policy is made payable to the original payor, unless otherwise requested by you and the original payor in writing. Please note that although a refund may be issued relating to the 30-day period immediately preceding LAWPRO's receipt of your completed exemption form, regretfully, for those carrying the Real Estate Practice Coverage Option, we are not able to backdate for this 30-day period.

PREMIUM PAYMENT AUTHORIZATION FORM

Do not complete this form if paying by credit card

For your credit card security, LAWPRO is unable to accept credit card information verbally or in written form. We would ask that you log into your My LAWPRO account at lawpro.ca to enter your credit card details for your insurance premium.

Pre-authorized Financial Institution Account Withdrawals

Please note that if changes are to be made to the payment information or instalment payment option currently on file, LAWPRO must be advised in writing of such changes at least ten (10) days prior to any payment date. If written notice is not received at least ten (10) days prior, premium payments will be processed using the payment information currently on file.

I. TYPE OF PREMIUMS:

Indicate the type of premiums applicable to the **APPLICANT (LAWYER[S], PARALEGAL PARTNER[S] OR SHAREHOLDER[S] and/or LAW FIRM)** named below to which this payment authorization form is to apply. Choose all that apply.

- (“PL”) **Professional Liability** insurance premiums payable by LAWYERS under the Law Society of Ontario program, including: the base premium; any Innocent Party Insurance Coverage premium (including mandatory and Optional Innocent Party Sublimit Buy-Up); Real Estate Practice Coverage Option premium; Claims History Levy Surcharge premium; but **excluding** any transaction levy surcharges and Excess Insurance Coverage premium; and increased Run-Off Coverage premium
- (“EL”) **Excess Liability** insurance premiums payable for this optional insurance coverage for the LAW FIRM.
- (“IROP”) **Increased Run-Off Protection** insurance premiums payable for this optional insurance coverage for the LAWYER.
- (“TL”) **Transaction Levies** – the real estate and civil litigation levy surcharge component of the professional liability insurance premium.

2. INSTALMENT PLAN:

Choose one instalment plan for each type of premium payment chosen above.

PL EL TL IROP

- Annual instalment** (single payment each year)
- Quarterly** (PL & EL instalments are payable each year on the 15th day of every January, April, July, October; TL are payable each year on a quarterly basis only, on the last day of the month following each quarter, i.e. of every April, July, October and January)
- Monthly** (payable each year on the 15th of every month)
- Lump Sum** (single one-time payment for the full multi-year term of the policy)

3. METHOD OF PAYMENT:

Pre-Authorized Bank Account Withdrawal

Name of bank/trust company/credit union or other financial institution:

Name of account holder “Payor” (print):

Attach a cheque marked “void” from the account from which the funds should be withdrawn.

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 Detach Here
 

4. PREMIUM PAYMENT AUTHORIZATION

In accordance with the payment method indicated in section 3 above, the payor authorizes Lawyers' Professional Indemnity Company (LAWPRO) to withdraw from the designated account and financial institution, the insurance premiums (including applicable taxes) indicated in section 1, based on the instalment option(s) indicated in section 2. LAWPRO does not charge for this service (but the designated financial institution may). This Authorization Form shall form part of the Law Society of Ontario Program insurance application(s) and POLICY/POLICIES of the APPLICANT(S) and shall apply to the current POLICY PERIOD and shall continue to be used for any and all future (annual or part thereof) renewal or replacement policies for the coverage(s) indicated in section 1 without further authorization by the payor so long as the APPLICANT(S) so elect(s). The payor has read and understands the foregoing and the following terms and conditions:


1. The payor hereby certifies that the information provided in this Authorization Form is correct and that the APPLICANT(S) (or payor on behalf thereof) will notify LAWPRO in advance in writing (and no less than ten [10] days prior to any payment date) in the event of any changes.
2. The payor hereby certifies that the designated financial institution account is in good standing, with sufficient funds to cover the payments as they become due and that all person(s) required to sign this Authorization Form has/have signed.
3. All payments will be drawn on Canadian financial institutions only, and will be withdrawn in Canadian funds.
4. Payor and the APPLICANT(S) acknowledge that LAWPRO may use and disclose their respective personal information referenced in this Authorization Form to each other (where payor is not also the APPLICANT[S]) and to the financial institutions involved in the payment process.

Name of payor (who may be different than the APPLICANT[S]) *(print)* _____

Signature _____ **Date** (mm/dd/yyyy) _____ / _____ / _____

Name and Law Society number of APPLICANT (LAWYER[S], PARALEGAL PARTNER[S] OR SHAREHOLDER[S] or LAW FIRM) to whom this payment authorization applies.

Name	Law Society #
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

 **Reminder: Attach a copy of an unsigned cheque marked "void" if paying by pre-authorized financial institution account payment.**

For more information, please contact LAWPRO Customer Service at 416-598-5899 or 1-800-410-1013; by fax at 416-599-8341 or 1-800-286-7639; or by email at service@lawpro.ca

EXEMPTION INFORMATION

Throughout this form, certain words have been capitalized to indicate that they have a specific meaning, as defined in the LAWPRO POLICY available online at lawpro.ca

Rules for Exemption Eligibility

The following Law Society of Ontario (SOCIETY) LAWYERS are eligible for exemption from payment of the insurance premium levies:

- (a) Any LAWYER who during the course of the year(s) will not engage in the practice of law in Ontario.
- (b) Any LAWYER who during the course of the year(s) will engage in the practice of law in Ontario on an occasional basis only and **will be resident in a Canadian jurisdiction other than Ontario**, who demonstrates proof of coverage for the LAWYER'S practice of law in Ontario under the mandatory professional liability insurance program of another Canadian jurisdiction, such coverage to be reasonably comparable in coverage and limits to professional liability insurance that is required under the SOCIETY's insurance plan (where "occasional basis" means, on an annual basis, not more than 10 matters).
- (c) Any LAWYER on a temporary leave of absence from the practice of law, provided that the temporary leave of absence is not more than 5 years if taken for reasons of family or illness, or not more than 2 years if taken for other reasons; this exemption shall not be available to a LAWYER who has taken alternative employment.
- (d) Any LAWYER who during the course of the year(s) will be employed by a single employer, and will engage in the practice of law only for and on behalf of the employer as: Counsel or solicitor to the Government of Canada or the Government of Ontario, a Crown Attorney, or a city solicitor, and will not engage in the practice of law in Ontario other than for and on behalf of the employer.
Any LAWYER employed as a law teacher during the course of the year(s), and who will not engage in the practice of law in Ontario other than teaching.
- (e) Any LAWYER who during the course of the year(s) will be employed by a single employer, and will engage in the practice of law only for and on behalf of the employer as counsel to a corporation other than a law corporation, and will not engage in the practice of law in Ontario other than for and on behalf of the employer. (N.B., this exemption is not available to LAWYERS under secondment from a LAW FIRM.)
- (f) Any LAWYER who during the course of the year(s),
 - will be employed or volunteer in a clinic (within the meaning of the *Legal Aid Services Act, 1998*), a student legal aid services society, or an Aboriginal legal services corporation, that is funded by Legal Aid Ontario, but will not be directly employed by Legal Aid Ontario;
 - will engage in the practice of law only through the clinic, student legal aid services society, or Aboriginal legal services corporation, to individuals in communities served by the clinic, student legal aid services society, or Aboriginal legal services corporation, and will not otherwise engage in the practice of law in Ontario; and
 - demonstrates proof of coverage for such practice of law under a professional liability insurance policy issued by a licensed insurer in Canada, such coverage to be at least equivalent to that required under the SOCIETY's insurance plan.
- (g) Any LAWYER who during the course of the year(s) will be resident in a reciprocating jurisdiction and demonstrates proof of coverage for the LAWYER'S practice of law in Ontario under the mandatory professional liability insurance program of the reciprocating jurisdiction, such coverage to be reasonably comparable in coverage and limits to professional liability insurance that is required under the SOCIETY's insurance plan.

For all the above, "the practice of law" means the giving of legal advice respecting the laws of Ontario or Canada or providing any professional services of a barrister or solicitor for others.

For all the above, "employer" includes a single corporation as well as affiliated, controlled and subsidiary companies of the corporation or other entity employing the LAWYER. "affiliated," "controlled," and "subsidiary" are as defined under the *Securities Act*.

For exemption category (g), "resident" has the same meaning given it for the purposes of the *Income Tax Act (Canada)*. If, however, a LAWYER is resident in Québec and is called in Ontario and one or more Canadian jurisdictions other than Québec, the LAWYER will be deemed resident in Ontario or one of the reciprocating jurisdictions in which the LAWYER is a member, as determined in accordance with nationally consistent criteria set by the SOCIETY and law societies for the reciprocating jurisdictions. In the event that nationally consistent criteria are not in place, the LAWYER will be deemed resident in Ontario or the reciprocating jurisdiction in which the LAWYER has been authorized to engage in the practice of law continuously for the longest period of time.

Note: Certain words have been capitalized to indicate that they have a specific meaning, as defined in the LAWPRO POLICY available at lawpro.ca

“reciprocating jurisdiction”, subject to amendment to paragraph 9 under By-law 6 of the *Law Society Act*, R.S.O. 1990, c.L.8., means a Canadian jurisdiction other than Ontario or Québec,

(i) which is a signatory to:

- (a) prior to January 1, 2014, the National Mobility Agreement originally entered into in December 2002 by the SOCIETY, the Law Society of British Columbia, The Law Society of Alberta, the Law Society of Saskatchewan, The Law Society of Manitoba, The Barreau du Québec, the Nova Scotia Barristers’ Society and the Law Society of Newfoundland;
- (b) beginning January 1, 2014, the National Mobility Agreement entered into in October 2013 by the SOCIETY, the Law Society of British Columbia, The Law Society of Alberta, the Law Society of Saskatchewan, The Law Society of Manitoba, The Barreau du Québec, the Chambre des Notaires du Québec, The Law Society of New Brunswick, the Nova Scotia Barristers’ Society, the Law Society of Prince Edward Island and the Law Society of Newfoundland and Labrador; or
- (c) the Territorial Mobility Agreement originally entered into in November 2011 by the SOCIETY, the Law Society of Yukon, the Law Society of the Northwest Territories, the Law Society of Nunavut, the Law Society of British Columbia, The Law Society of Alberta, the Law Society of Saskatchewan, The Law Society of Manitoba, The Barreau du Québec, the Law Society of New Brunswick, the Nova Scotia Barristers’ Society, the Law Society of Prince Edward Island and the Law Society of Newfoundland and Labrador;

(ii) in which a LAWYER is authorized to engage in the practice of law; and

(iii) which would exempt the LAWYER from its mandatory professional liability insurance program if the LAWYER were resident in Ontario and demonstrated proof of coverage for the LAWYER’S practice of law in the jurisdiction under the Society’s insurance plan which was reasonably comparable in coverage and limits to the professional liability insurance that would otherwise be required of the LAWYER by the jurisdiction.

Note: LAWYERS who are called as lawyers in Québec or acting as Special Canadian Legal Advisor members of the Chambre des Notaires du Québec, and who are called in more than one Canadian jurisdiction other than Québec, are eligible for exemption under this eligibility rule (g), provided the above criteria are met.

(h) Any LAWYER who during the course of the year(s) will act in the capacity of an estate trustee, a trustee for *inter vivos* trust, or an attorney for property in respect of an estate, a trust or a property of a person other than a related person of the LAWYER of which the LAWYER was named as estate trustee, trustee or attorney while the LAWYER was engaged in the practice of law in Ontario, and

(i) will not otherwise engage in the practice of law in Ontario, or

(ii) who otherwise qualifies for exemption under:

- eligibility rule (d) employed LAWYER – employed in government or education,
- eligibility rule (e) employed LAWYER – employed as in-house corporate counsel, or
- eligibility rule (f) employed or volunteer LAWYER – legal aid clinic,

and will not engage in the practice of law in Ontario other than as provided for herein or under eligibility rule (d), (e) or (f) for which the LAWYER would otherwise qualify.

Note: LAWYERS acting in the capacity of estate trustee, trustee for *inter vivos* trust, or attorney for property as described in (h) above, but otherwise qualifying for exemption under eligibility rules (a), (d), (e) or (f) above, would select eligibility rule (h) if electing exemption under the program. LAWYERS named or acting only in respect of members of their own family, however, would not be included in this, so would select eligibility rule (a), (d), (e) or (f) as appropriate. For this purpose, members of the LAWYER’S own family, means “related persons” as defined under section 251(2) of the *Income Tax Act* (Canada).

Any LAWYER who would otherwise be exempt from the payment of insurance premium levies, but will provide PROFESSIONAL SERVICES to or on behalf of a non-profit organization on a *pro bono* basis, and wishes to remain eligible for exemption from the payment of the insurance premiums and levies, should contact Lawyers’ Professional Indemnity Company (LAWPRO).

Insurance Coverage While Exempt

There is no coverage for PROFESSIONAL SERVICES provided by the LAWYER during any period of exemption under the program.

The only exceptions to this are:

- with respect to PRO BONO SERVICES provided through an approved *pro bono* PROFESSIONAL SERVICES program associated with Pro Bono Ontario;
- PROFESSIONAL SERVICES provided prior to January 1, 2017 in the course of employment for a DESIGNATED AGENCY(IES) employer;

- certain mentoring services provided pursuant to LAWPRO-approved risk management protocols; and
- where application is received and additional coverage specifically purchased for certain services as estate trustee, trustee for *inter vivos* trust, or attorney for property.

For more information, beyond that provided below, please contact LAWPRO Customer Service.

Eligibility rules (a), (b), (d), (e), (f) and (h)

LAWYERS applying for exemption from the payment of liability insurance premium levies under eligibility rules (a), (b), (d), (e), (f) and (h) in 2019 are provided with reduced limits of liability of \$250,000 per CLAIM and in the AGGREGATE, subject to a \$5,000 DEDUCTIBLE per CLAIM and subject to any prior CLAIMS reported while exempt under these Rules for Exemption Eligibility, as further described below.

This coverage is provided at no charge to the LAWYER. The coverage limits and DEDUCTIBLE are applicable to CLAIM expenses, indemnity payments and/or costs of repairs together.

This coverage is in place from the date that the LAWYER first applies for exemption under any of these eligibility rules, and remains in place for that period or those periods of time during which the LAWYER is exempt, until exhausted by CLAIM payments or until the Law Society of Ontario no longer maintains the program insurance coverage through LAWPRO. The AGGREGATE POLICY limit is not reinstated annually, or otherwise.

LAWYERS who have been granted an exemption may apply to increase their Run-Off Coverage protection. This may be to apply to increase their limits of liability for Run-Off Coverage protection, and for those electing eligibility rule (h), may also be to expand the scope of their Run-Off Coverage protection and/or increased Run-Off Coverage protection to also apply to certain services as estate trustee, trustee for *inter vivos* trust, or attorney for property. For more information and an Application to Increase Run-Off Coverage, please contact the LAWPRO Customer Service Department. Forms also are available on the LAWPRO website at lawpro.ca

Eligibility rule (c)

LAWYERS who apply for exemption under eligibility rule (c) commencing at the outset of 2019 are provided with the standard practice POLICY coverage limits of \$1 million per CLAIM/\$2 million in the AGGREGATE and DEDUCTIBLE of \$5,000 per CLAIM, applicable to CLAIM expenses, indemnity payments, and/or costs of repairs together. In the case of LAWYERS who apply for exemption under rule (c) commencing during the course of 2019, the LAWYER'S current POLICY limit coverage continues in place. The coverage limits are applicable to CLAIM(S) expenses, indemnity payments, and/or costs of repairs together.

Eligibility rule (g)

LAWYERS applying for exemption from the payment of liability insurance premium levies under eligibility rule (g) in 2019 are provided with Run-Off Coverage, but only for those CLAIM(S) for which notice is subsequently given to LAWPRO which arise out of the LAWYER'S earlier practice in Ontario, provided that the LAWYER practised in Ontario on a permanent basis at the time that the professional services giving rise to the CLAIM(S) were performed, and provided that the LAWYER maintained the full practice coverage under the program in Ontario at the time.

This Run-Off Coverage is provided to the LAWYER at no charge, and is subject to limits of \$1 million per CLAIM/\$2 million in the AGGREGATE (reinstated annually), with a DEDUCTIBLE of \$5,000 per CLAIM. The coverage limits and DEDUCTIBLE are applicable to CLAIM expenses, indemnity payments and/or costs of repairs together.

CLAIM(S) relating to the LAWYER'S ongoing private practice in the reciprocating jurisdiction are to be covered in the ordinary course under the LAWYER'S practice policy under the reciprocating jurisdiction's mandatory insurance program. Where the LAWYER ceases to remain in private practice in a reciprocating jurisdiction in which the LAWYER is resident, or ceases to maintain the mandatory professional liability insurance practice coverage in that jurisdiction for ongoing private practice, exemption on the basis of eligibility rule (g) ceases to apply under the Ontario program.

For more information on exemption eligibility and insurance coverage while exempt please contact the LAWPRO Customer Service Department at 416-598-5899 or 1-800-410-1013, fax 416-599-8341 or 1-800-286-7639 or via email to service@lawpro.ca

EXEMPTION FORM

Application for Exemption (for New Applicants)

I, the **LAWYER**, hereby request an exemption from the payment of insurance premium levies under the primary LAWPRO Professional Liability Insurance program, in accordance with the Rules for Exemption Eligibility. This application for exemption shall commence on the date indicated below, and shall continue to apply to each future policy year, until I notify LAWPRO in advance in writing that my practice status is to change and that this application for exemption should then cease to apply.

I acknowledge that I am covered for **only** the following ongoing PROFESSIONAL SERVICES that I provide while exempt:

- PRO BONO SERVICES provided through an approved *pro bono* program associated with Pro Bono Ontario;
- certain mentoring services provided to LAWPRO-approved risk management protocols; and/or
- certain services as estate trustee, trustee for *inter vivos* trust, or attorney for property, where I have applied for and been granted coverage for these services.

REASON FOR EXEMPTION REQUEST (see page 23 for details)

- (a) not practising in Ontario
- (b) engaging in only occasional practice in Ontario, and resident in a Canadian jurisdiction other than Ontario (must provide proof of coverage) . .
- (c) on a temporary leave of absence
- (d) employed **LAWYER** – employed in government or education.
- (e) employed **LAWYER** – employed as in-house corporate counsel.
- (f) employed or volunteer **LAWYER** – legal aid clinic.
- (g) mobility – resident and practising in reciprocating jurisdiction (must provide proof of coverage)
- (h) estate trustee, trustee for *inter vivos* trust, attorney for property

DATE ON WHICH EXEMPTION IS TO TAKE EFFECT (mm/dd/yyyy) ____/____/____

Indicate here, if this application for exemption is based on an appointment to the Bench.

LAWYER'S NAME (please print) _____

Law Society # _____

PREFERRED MAILING ADDRESS:

No. _____ Street _____

City _____ Province _____ Postal code _____

Telephone # _____ Facsimile # _____ Email _____

If the **LAWYER** is applying for exemption under reason (c), (d), (e), (f) or (g), please provide the name and address of your employer/LAW FIRM as of the effective date of this application for exemption:

EMPLOYER/LAW FIRM name _____

EMPLOYER/LAW FIRM address: As indicated above, or provide different address below.

No. _____ Street _____

City _____ Province _____ Postal code _____

I, the **LAWYER**, acknowledge having read the **LAWPRO Personal Information Statement for Ontario LAWYERS** (which forms part of this Application for Exemption). I consent to the collection, use and disclosure of personal information in any optional program(s) for which I choose to apply or am to be named as an **INSURED** in, now or in future policy years, in accordance with that Statement.

All **LAWYERS** applying for exemption must sign below:

LAWYER'S Signature _____ Date (mm/dd/yyyy) ____/____/____

Return to:

LAWPRO
250 Yonge Street
Suite 3101, P.O. Box 3
Toronto, Ontario M5B 2L7

Tel: 416-598-5899 or 1-800-410-1013
Fax: 416-599-8341 or 1-800-286-7639
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